

K11-313

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS GRANT MANAGEMENT GROUP

THIS AGREEMENT, made and entered into this 1 day of June, 2011, by and between the City of New Orleans, herein represented by Mitchell J. Landrieu, Mayor, ("City") and New Orleans Grant Management Group (A Jacobs/CSRS Consortium), herein represented by Douglas Mouton and Curtis D. Soderberg, ("Contractor"), witnesses that,

WHEREAS, the City desires to engage the Contractor to render professional services representing the City in Grant Management and Administration and associated Project Management; and

WHEREAS, Contractor, whose office is located at 909 Poydras, Ste. 2190, New Orleans LA 70112, is qualified and willing to perform such services, and both the City and the Contractor desire hereby to detail their related agreement.

NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, agree as follows:

- 1. CONTRACTED SERVICES: Professional services for the City in federal and state grants management and administration and associated project management.

In accordance with instructions given by the respective City departments through specific Task Orders, Contractor shall do and perform Services including but not limited to:

1.1 Grant Management

The Contractor is to provide assistance and support for grants management and administration as needed for federal and state programs, including primarily, but not limited to, the Federal Emergency Management Agency Public Assistance Program, Federal Emergency Management Agency Hazard Mitigation Program, and U.S. Department of Transportation programs. The Contractor shall work closely and collaborate with various funding agencies and internal City departments to ensure the proper use and application of federal and state funds. The Contractor shall focus on maximizing eligible, allocable federal dollars. The Contractor shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. The Contractor will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, The Contractor shall perform services and work necessary to complete the following objectives and tasks:

- 1.1.1 Develop a document management plan that specifically outlines the structure, containment, and management of all project documentation consistently for all City departments. Effectively maintain efficient and complete records concerning any and all applicable grant programs.
- 1.1.2 Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- 1.1.3 Attend meetings with the City, Federal agencies, and State agencies to negotiate and represent Project Worksheets (PWs) and the obligation of eligible amounts.
- 1.1.4 Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- 1.1.5 Provide advice to City personnel and consultants; attend and participate in meetings as required.

- 1.1.6 Prepare draft correspondence to local, Federal and State officials as necessary.
- 1.1.7 Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.
- 1.1.8 Keep track and monitor Contractor's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- 1.1.9 Provide written performance and status reports to City on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
 - 1.1.9.1 Hours billed and amount invoiced by personnel
 - 1.1.9.2 PW and grant application development and revisions
 - 1.1.9.3 PW and grant application submissions and approvals
 - 1.1.9.4 Obligated amounts versus eligible estimates
 - 1.1.9.5 Issues with PW and grant application submissions and resolutions
 - 1.1.9.6 Issues requiring assistance
 - 1.1.9.7 Amounts awarded to City per PW and grant application
 - 1.1.9.8 Requests For Reimbursement submitted
 - 1.1.9.9 Estimated and actual costs
 - 1.1.9.10 Reimbursements received by City
 - 1.1.9.11 Insurance deductions
 - 1.1.9.12 PW and grant application closeouts

1.2 **Grant Development**

The Contractor shall provide services to maximize grant funding for the City, including but not limited to the following objectives and tasks:

- 1.2.1 Prepare and coordinate the development of PW's and versions as required with the City, Federal agencies and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- 1.2.2 Prepare, submit and track Hazard Mitigation Grant program applications as required with the City, Federal agencies and State agencies. This includes project or program development, formulation, processing, and monitoring as required.
- 1.2.3 Work with the City departments and divisions to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated and reimbursed.
- 1.2.4 Review eligibility issues for the City and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.
- 1.2.5 Ensure that all eligible damages have been identified, quantified, and presented to the City, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW's and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Factor (CEF) when necessary.
- 1.2.6 Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.

1.3 **Policy Support**

The Contractor shall provide support to the City on all relative grant policies, including but not limited to providing the City with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.

1.4 Audit Preparation and Management

The Contractor shall provide support services to the City to manage and prepare for potential audits from the City receiving grant funding. These services will include but should not be limited to:

1.4.1 Prepare for and respond to inspections and audits for on-going and completed projects.

1.4.2 Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.

1.5 Additional Services

The Contractor shall provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives. The Contractor shall also provide cost reconciliation support as needed. The Contractor shall provide destructive and non-destructive testing, as needed to document damages, including but not limited to roof system analysis, wall system testing, metallurgy, hazardous materials testing, geotechnical investigations, topographic surveys and other related information necessary to support the identification of storm related damage. The Contractor shall obtain three or more proposals from qualified third parties when required for the Project and recommend to the City for approval. Additional Services shall be considered a reimbursable expense and billed to the City at a rate of 1.03 times the actual cost.

1.6 Project Management

The Contractor shall perform work that is considered Project Management in order to seamlessly and efficiently support the City's grants and program objectives. Contractor shall perform services and work necessary to complete the following objectives and tasks:

1.6.1 Contact City departments and consultants to the City for information and coordinate their participation

1.6.2 Assist in plenary activities related to federal and state grants

1.6.3 Oversee and coordinate project decisions

1.6.4 Assist in responding to emergencies and natural disasters

1.6.5 Participate in document and data management

1.6.6 Assist in processing and tracking financial transactions related to such grants

1.6.7 Other project management activities as requested

1.6.8 Provide coordination services between City departments on capital projects for the City's Capital Project Administration (CPA) and Department of Public Works (DPW)

1.6.9 Provide design management services for capital projects for CPA and DPW

1.6.10 Provide program/project management services for capital projects for CPA and DPW

1.6.11 Provide construction management and inspection services for capital projects for CPA and DPW

1.6.12 If Contractor is called upon to observe the work of any construction contractor(s) for the detection of defects or deficiencies in such work, Contractor will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Contractor shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. If Contractor is called upon to review submittals from construction contractors, Contractor shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Contractor's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in Contractor's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. Contractor shall not assume any responsibility or

liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. Contractor shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). All contracts between City and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of City and Contractor, in a form satisfactory to Contractor.

2. PERFORMANCE MEASURES: The Contractor's services will be evaluated annually based on performance measures that will be agreed upon each year by the City and the Contractor and signed by the Contractor and the City's Federal Grant Manager or director of appropriate department. The initial performance measures will be agreed upon and signed within sixty (60) days of the execution of this agreement. As part of the performance measure, the City will withhold ten percent (10%) of Contractor's fees throughout each year of the term of this agreement. This 10% shall make up an "incentive pool." At the end of each year, the City and Contractor will meet and the City will evaluate the Contractor's services based on the performance measures. Based on the Contractor's achievement of the program performance measures, the Contractor may earn and be paid some or all of the "incentive pool" after each annual evaluation. The City will have final authority to evaluate whether and to what extent the Contractor met the performance measures.

The "incentive pool" described above relates to performance measures only and does not supplant or limit any claim the City may have for damages caused by Contractor's breach of this Agreement.

3. MONITORING PLAN: The Contractor will be requested by the City, through its duly authorized representatives, to perform certain Services for the City in furtherance of the activities described in this contract. Each request will be in the form of a document authorizing the completion of certain Services (a "Task Order") and will describe in detail the Services to be performed by Contractor, including a task description, a maximum compensation amount, and a proposed schedule for delivery of Services. Any Task Order must be approved and signed by the contractor designee and the City's Federal Grant Manager or director of appropriate department. All Services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Agreement.

Task Order progress tracking will be accomplished through regular (bi-weekly or monthly) reports from the Contractor to the City that will include the following information: 1) percent completion of task order, 2) amount of fees invoiced to date, and 3) amount of allotted time used. Analysis and comparison of information in 1, 2, and 3 above against the Task Order budgets for these items will provide the monitoring information necessary to ensure successful performance and completion of Contractor's obligations.

4. FEES: The City will pay the Contractor to perform the contracted services according to the following fee schedule outlined in Exhibit "A" Hourly Rate Schedule of this contract. "Minimum Rate" means the rate as adjusted down for the ten percent (10%) withholding described in the Section 2 above. "Maximum Rate" means the maximum possible rate that the City will pay if the performance measures are achieved completely, and the Contractor earns the entire ten percent (10%) "incentive pool" based on the annual evaluation described in the Section 2 above.

The rates shall automatically escalate by 2% at the end of each year of the contract.

The City will reimburse the Contractor for approved out-of-pocket costs including costs for messenger and

delivery services, computerized research, non-standard copying services (such as presentation packages, architectural drawings, etc...) and search and filing fees. The City shall reimburse the Contractor for local travel to and from the Contractor's assigned office location to a project site or off-site meeting location. Contractor shall be reimbursed at the GSA or City's standard mileage rate. City shall reimburse the Contractor for automobile travel, airfare, lodging and other per diem expenses for pre-approved out-of-town travel in connection with work under this contract. The Contractor shall be reimbursed at the GSA travel reimbursement rates or City's standard reimbursement rates if available. All continuous Contractor staff are expected to be domiciled in the New Orleans area and travel expenses to New Orleans to work are not to be reimbursed by the City.

The Contractor shall submit to the City a detailed monthly invoice for payment for services provided. On a bi-weekly basis, the Contractor shall submit to the City a complete update of the status on all relevant ongoing projects. Other reports and updates will be provided by the Contractor to the City as needs arise.

The maximum sum payable under this Agreement is THIRTEEN MILLION EIGHT HUNDRED THOUSAND (\$13,800,000.00)

5. KEY PERSONNEL CLAUSE

Contractor must provide the City a résumé and proposed position and rate as described in exhibit "A" for all proposed staff. The Contractor must have approval in writing from the City's Federal Grant Manager or appropriate director of department that the proposed staff and the assigned position are acceptable prior to that staff member becoming billable under this contract.

6. TRANSITION: Both the City and the Contractor recognize and acknowledge that the Contractor requires a period of transition with the incumbent contractor, namely DRC Consultants ("DRC"), and further agree that it is in the best interest of the City and the Contractor if DRC serves as a sub-consultant for the Contractor for a period not to exceed the initial seven (7) months of the term of this Agreement (*i.e.*, through no later than December 31, 2011). The scope of DRC's services as a sub-consultant will be transitional in nature and will be documented in a transition plan developed by the City's Federal Grant Manager. DRC will be compensated by the Contractor based on DRC's existing contract hourly rate schedule with the City. The amount of the subcontract shall not exceed Six Hundred Thousand Dollars and 00/00 (\$ 600,000.00). The City will reimburse the Contractor as a reimbursable expense without mark-up.

7. DURATION: This Agreement shall commence on the Effective Date and shall continue for a period of three years, ending on May 31st, 2014. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

8. EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City for up to two additional years.

9. FURTHER PROVISIONS:

9.1 The Contractor will obtain the City's approval before it substitutes consultants in the subject matter.

9.2 The City and the Contractor bind themselves under the Additional Terms and Conditions attached hereto.

9.3 The City will provide personal work spaces for assigned Contractor staff at City Hall.

9.4 The City will provide access to City Hall or other City owned or leased locations during customary office hours for assigned Contractor staff. Also, when warranted and requested by the Contractor, the City will either provide security to City owned properties, or the City will authorize the Contractor to provide their own security as a billable expense based on the terms and rates of this contract.

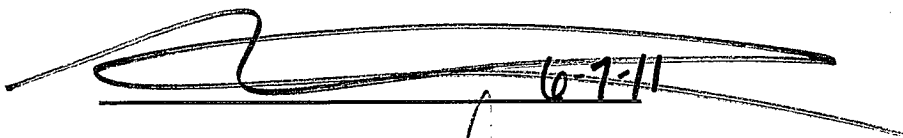
9.5 The City will provide limited internet connectivity, land line telephone service, proprietary software licenses for special software that the City may require the Contractor to utilize during the duration of the contract and City email service and addresses for assigned Contractor staff located at City Hall or other City owned or leased locations.

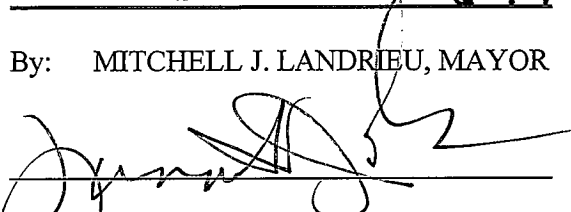
9.6 The Contractor will provide personal computers, standard office software, cell phone and data services for all assigned Contractor staff located at City Hall or other City owned or leased locations.

10. AMENDMENT: This agreement is not modified except by written amendment executed by the parties hereto.


IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:


CITY OF NEW ORLEANS


By: MITCHELL J. LANDRIEU, MAYOR


By: NANNETTE V. JOLIVETTE BROWN
CITY ATTORNEY

**NEW ORLEANS GRANTS MANAGEMENT GROUP
A JACOBS/CSRS CONSORTIUM**


By: DOUGLAS MOUTON, PRINCIPAL
Tax ID No.: 27-4516302


By: CURTIS D. SODERBERG, PRINCIPAL
Tax ID No.: 27-4516302

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS ("City")
AND
NEW ORLEANS GRANT MANAGEMENT GROUP ("Contractor")**

ADDITIONAL TERMS AND CONDITIONS

1. EQUAL EMPLOYMENT OPPORTUNITY:

In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

2. ASSIGNABILITY:

The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City.

3. CONFLICT OF INTEREST:

In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City Attorney.

4. INDEMNIFICATION:

The Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, losses, costs, liabilities, expenses, fines, penalties, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to third parties or property arising out of, resulting from, or by reason of any negligent act or omission or willful misconduct or the operation of the Contractor, its officers, agents, servants, volunteers or employees while engaged in or in connection with the discharge or performance of the Services and shall also hold the City harmless from and against any and all payment claims and/or liens for labor, services, equipment, or materials furnished by the Contractor in connection with the performance of its obligation under this Agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:

Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City shall not be liable to the Contractor for any benefits or coverage as

provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. LIABILITY AND CONSEQUENTIAL DAMAGES

The total aggregate liability of Contractor arising out of the performance or breach of this Agreement shall not exceed the greater of five million dollars (\$5,000,000.00) or fifty percent (50%) of total amount of fees invoiced by Contractor under this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall have no liability to Owner for special, contingent, consequential, any other indirect damages or for any damages, however they may be caused and whether direct, special, contingent, consequential or indirect, related to, arising from or consisting of loss of use, revenue, profit, operating costs and facility downtime; or other similar business interruption losses of any kind. The limitations and exclusions of liability set forth in this paragraph shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Contractor, its employees or subcontractors. The Parties agree that the limitations of liability and waiver of damages set forth herein shall not be interpreted as a form of indemnification.

7. FORCE MAJEURE

Any delays in or failure of performance, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the either Party, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of either party. In the event that any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its services under this Agreement."

8. WARRANTY

Contractor warrants that its services will be performed in accordance with generally accepted standards in the industry. Following completion of its services and for a period of twelve (12) months thereafter, if the services provided hereunder do not conform to the warranty above stated and the same is reported to Contractor by the City in writing promptly after recognition thereof, Contractor shall, at no cost to the City, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from the City; and Contractor shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the services or after completion of the services. Contractor's warranties shall not apply to any defect which results from: ordinary wear and tear, misoperation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by the City or others. All representations, warranties and guarantees made by Contractor in connection with its services are limited to those set forth in this paragraph. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** For any deficiencies in the services, the City shall be restricted to the remedies expressly set forth in this paragraph regardless of whether the claim is asserted under contract, tort (including negligence), strict liability or otherwise.

9. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:

Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore,

it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

- i. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- ii. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and
- iii. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

10. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS:

It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

11. JURISDICTION & CHOICE OF LAW:

The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws provisions.

12. NONWAIVER:

The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

13. SEVERABILITY:

The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

14. RULES OF CONSTRUCTION:

The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all

parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

15. NO THIRD-PARTY BENEFICIARIES:

This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

16. REMEDIES CUMULATIVE:

The remedies set forth in this Agreement are the exclusive remedies available to a party of this Agreement.

17. COMPLETE AGREEMENT:

Contractor specifically acknowledges that in entering into and accepting this Agreement, Contractor relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

18. NON-EXCLUSIVITY FOR CITY:

City shall be free to engage the services of other Contractors for the provision of some or all of the services set forth in this Agreement.

19. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT:

No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by City and shall entitle City to recover, in addition to any other rights and remedies available to City, all monies paid by City to Contractor pursuant to this Agreement without regard to Contractor's satisfactory performance of such Services.

20. NON-APPROPRIATION:

If, for any reason, the City Council does not appropriate sufficient funds needed to maintain the contract for any fiscal year, the contract will terminate on the last day of the fiscal year for which funds have been appropriated without further formality. Such termination shall be without penalty or expense to the City, except for payments which have been earned before the termination date. Contractor hereby expressly acknowledges that termination for non-appropriation is not an event of default.

21. SOLICITATION:

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

22. CANCELLATION:

Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event the City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

23. AUDIT:

City Officials and/or their designated representatives shall have the right to audit, inspect, and review all

books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records, kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.)

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for the City.

In addition, the Contractor agrees to comply with Louisiana public records law to the extent applicable.

24. SUBCONTRACTS:

The City may require information regarding ownership interests in the subcontractor prior to approval of the subcontractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

25. COMPLIANCE:

It is agreed that the contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

26. REQUIRED CONTRACT DBE PROVISIONS:

DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. The Contractor's use of DRC as sub-consultant during the period of transition as set forth in Section 6 of the Agreement will not be included in calculating the Contractor's DBE participation. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program.

DBE Compliance Reporting. Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- i. The name and business address of each DBE involved in the contract;
- ii. A description of the work performed and/or the product or service supplied by each DBE;

iii. The date and amount of each expenditure made to a DBE; and

iv. Such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract.

Access to Books and Records. Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

27. INSURANCE

1. Requirements

a. Basic:

(1) The Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by the City shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.

(2) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for employers' liability, general liability, inland marine, and auto liability, but are acceptable for professional liability policies.

(3) The City, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees and volunteers shall be named as an Additional Insured with respect to Contractor's negligence on the Contractor's liability insurance program.

(4) If the Contractor's liability insurance program does not contain the standard ISO separation of insureds provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.

(5) The Contractor shall endorse their policies (as applicable) to provide a Waiver of Subrogation Endorsement to include written contracts in favor of The City, its elected and appointed Officials, Boards, Commissions, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

b. Types and Amounts

(1) WORKERS' COMPENSATION:

(a) State Act - Louisiana Statutory Requirements, Other States;

(b) Employer's Liability coverage with minimal acceptable limits of not less than \$1,000,000/\$1,000,000/1,000,000.

(2) GENERAL LIABILITY:

(a) Commercial General Liability Form CG 00 01, or pre-approved alternative providing at least as broad coverage, insurance shall be written on an "occurrence" basis; with a minimal acceptable limit of not less than \$3,000,000 per occurrence; \$5,000,000 aggregate and shall include products completed operations coverage with a minimal acceptable limit of not less than a \$5,000,000 aggregate and Personal Injury with a minimal acceptable limit of not less than \$3,000,000;

(b) Use Form CG 2010 – 10 07 and CG 2037 – 07 04;

(c) The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract;

(d) Aggregate Limits of Insurance shall apply on a per project basis;

(e) Provide Coverage for Personal and Advertising Injury;

(f) Provide Coverage for Contractual Liability.

Note: The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.

(3) COMMERCIAL AUTO:

(a) Minimal acceptable limit of not less than \$1,000,000 Combined Single Limits for bodily injury and property damage;

(b) Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non Owned Autos.

(5) PROFESSIONAL LIABILITY, AS APPLICABLE TO THE SERVICES OUTLINED IN THE SPECIFICATIONS:

(a) Minimal acceptable limit of not less than \$5,000,000 per claim and in the aggregate;

(b) If written on a Claims-Made basis, the retroactive date of coverage shall be no later than the inception date of claims made coverage;

(c) Sixty (60) days prior written notice shall be provided to the City of cancellation, non-renewal or any reduction in coverages or limits;

(d) Such insurance shall be renewed on an annual basis as to provide continuous coverage during the term of this Contract and the purchase Extended Reporting Provision for a period of at least three (3) years after the termination of this Contract;

(e) The City shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level, and may require the Contractor to purchase additional coverage.

NOTE: If the Contractor has another type of insurance policy that provides these coverages, than this would be acceptable to the City.

(6) UMBRELLA / EXCESS LIABILITY (If Applicable) –

(a) Shall be following form of the primary coverages and schedule Employers' Liability, General Liability and Business Auto policies;

(b) Excess policy shall be Following Form – Broad as Primary;

(c) Worldwide Coverage;

(d) "Pay on behalf of" wording;

(e) "Drop Down" coverage once underlying insurance has been exhausted

2. General Specifications

a. Contractor's Liability Insurance: If applicable, the Contractor shall require all sub-contractors to maintain limits of insurance commensurate with the specific scope of work provided by the sub consultants agreement with the Contractor. Insurance coverage for Work performed or materials provided for the Work shall be reviewed and approved by the City prior to sub consultant commencing work . The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage. In the event of a sub-contractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the sub-contractors work, actions, or inactions.

b. General Requirements:

(1) Qualifications of Insurers:

(a) All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296) as of the most current edition of A.M. Best's Key Rating Guide.

(b) If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in

Louisiana, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the City. The City reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

(2) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished such that each partner complies with the insurance requirement herein. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the each separate partner shall also be furnished.

(3) Certificates of Insurance: The Contractor shall furnish to the City Certificates of Insurance effecting coverages required in this Contract. 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 on forms that are to be received and approved by the City. The City reserves the right to review, at Contractor's offices, complete, certified copies of all required insurance policies, at any time.

(4) Objection by the City: If the City has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, the City shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to the City's objections within ten (10) days from the date of the letter request.

(5) The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the City, the Contract, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the obligations of the Contractor concerning indemnification.

(6) No Waiver of Liability: Acceptance of evidence of the insurance requirements by the City in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, subject to the provisions on the contract between Contractor and City, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any insurance coverage maintained by the City is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.

(7) No Recourse Against the City: The insurance companies issuing the policies shall have no recourse against the City for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

(8) The City's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, the City, at its option, may purchase and maintain at City's expense its own liability insurance as will protect the City against claims which may arise from operations under the Contract.

(9) The Contractor shall notify the City's Risk Manager within forty-eight (48) hours of receipt of any notification of policy cancellation, or non-renewal, or any reduction in coverage or limits affecting any of the insurance policies required herein.

(10) Continuing Completed Operations Liability Insurance: For at least three (3) years following acceptance of the Work by the City and final payment made to the Contractor, the Contractor shall purchase and maintain in its name Commercial General Liability Insurance and, if necessary, Umbrella and/or Excess Liability Policy, both applicable to liability arising out of the Contractor's Completed Operations, with a limit of not less than the minimal acceptable aggregate limits indicated in this Document described as Insurance Requirements. The Continuing Commercial General Liability Insurance shall be written on ISO occurrence Form #CG 00 01 or pre-approved alternative providing at least as broad coverage) and shall, at a minimum, cover liability arising from Products/Completed Operations, minimal Products/Completed Operations Aggregate Limit that applies to the Liability Limit indicated in this Document and liability assumed under an insured contract.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS (“City”)
AND
NEW ORLEANS GRANT MANAGEMENT GROUP (“Contractor”)
ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT
TERMS AND CONDITIONS**

The following Community Development Block Grant (CDBG) Terms and Conditions apply to work performed for work provided to the CDBG programs.

**CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS**

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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.
- B. 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 consideration without regard to race, color, religion, sex, or national origin.
- C. 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS**

OPPORTUNITIES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the City, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et

seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City.

14. **CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER** 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to

ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the City of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the City and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the City of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the City of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

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

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5)

days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. **TERMINATION FOR CONVENIENCE**

The City may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. **ENERGY EFFICIENCY**

The Contractor shall comply with 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 (Public Law 94-163).

21. **SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

22. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. **PROVISIONS 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 application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. **CHANGES**

The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. **PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City provided that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

29. **INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. **POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the City.

34. **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT "A"

NOGMG Hourly Rates for City of New Orleans Contract

Proposed Positions and Rates

| Labor Category | Min. Rate | Max. Rate | Experience | Education/Experience | Certifications |
|--|-----------|-----------|------------|---|---|
| Program Director / PDU Liaison / Policy Expert | \$178.29 | \$198.10 | 10+ Years | Bachelor's degree or equivalent experience in disaster response FEMA, CDBG and federal recovery grant administrative skills; and experience on a \$100M+ program. | |
| Principal | \$167.85 | \$186.50 | | Bachelor's degree or equivalent experience in FEMA, CDBG or federal grant administrative skills; and experience on a \$100M+ program. | |
| CAO Liaison / Policy Expert | \$95.85 | \$106.50 | 5+ Years | Bachelor's degree or equivalent experience in FEMA, CDBG or federal grant administrative skills; and experience on a \$100M+ program. | |
| Capital Projects Liaison / Policy Expert | \$126.09 | \$140.10 | 5+ Years | Bachelor's degree or equivalent experience in FEMA, CDBG or Capital Project funding, budgeting and finance coordination; and experience on a \$100M+ program. | |
| DPW Liaison / Policy Expert | \$115.38 | \$128.20 | 5+ Years | Bachelor's degree or equivalent experience in subsurface infrastructural facilities and process and protocols; and experience on a \$100M+ program. | |
| NOHSEP Liaison / Policy Expert | \$115.38 | \$128.20 | 5+ Years | Bachelor's degree or equivalent experience in Emergency Preparedness, Response or Homeland Security policies and procedures. | |
| PA Program Policy Specialist | \$115.38 | \$128.20 | 5+ Years | Bachelor's degree or equivalent experience in PA Program | |
| Integration Manager | \$110.97 | \$123.30 | 5+ Years | Bachelor's degree or equivalent experience in Public Assistance and Construction PM | |
| Damage Assessment Team Lead | \$85.77 | \$95.30 | 3+ Years | Bachelor's degree in Architecture or Engineering or PA related Damage Assessment Experience | |
| FHWA Specialist / Damage Assessment Team Lead | \$104.94 | \$116.60 | 3+ Years | Bachelor's degree in Engineering or equivalent, Damage Assessment experience and Extensive FHWA experience | |
| PA Program Contents Specialist | \$55.44 | \$61.60 | 1-3 Years | Highschool Diploma and bookkeeping experience | |
| Architect / Engineer, Technical Support | \$104.94 | \$116.60 | 5+ Years | Bachelor's degree in related field | Professional Registration Required, for A&E |

| Labor Category | Min. Rate | Max. Rate | Experience | Education/Experience | Certifications |
|---|-----------|-----------|------------|--|----------------|
| CEF Estimator | \$83.88 | \$93.20 | 3+Years | Associates degree in business, or equivalent experience in project cost estimating, specific to unit price sources, city cost indices, and local costs for plan checks, building permits, or special reviews | |
| PA Program Closeout Specialist | \$85.77 | \$95.30 | 1-3 Years | Associates degree in finance or accounting, or equivalent experience in bookkeeping, close-out specific to audits of federal reimbursement projects | |
| Data Manager | \$83.88 | \$93.20 | 1-3 Years | Associates Degree or Bachelor's Degree in computer science or equivalent experience in data management | |
| Legal / Contract Review | \$94.41 | \$104.90 | 1-3 Years | Bachelor's in Business, Accounting or Finance or equivalent experience in contract development | |
| Accounting / Audit Support - RRF / GOHSEP Liaison | \$83.88 | \$93.20 | 1-3 Years | Associates Degree or Bachelor's Degree in Business, Accounting or Finance or relevant experience in accounting specific to support the RRF | |
| Audit Support | \$83.88 | \$93.20 | 1-3 Years | Associates Degree or Bachelor's Degree in Business, Accounting or Finance or relevant experience in accounting specific to support the RRF | |
| Document Controls | \$52.47 | \$58.30 | 1-3 Years | High School Diploma or Associates degree, and experience in proper document keeping and coordination in regards to documents and files | |
| Administrative Assistant | \$44.10 | \$49.00 | 1-3 Years | High School Diploma or Associates degree, and experience in administrative support, clerical, and project based work | |
| Subject Matter Experts | \$178.29 | \$198.10 | 5+Years | Bachelor's degree in related field or extensive experience | |
| Communications / Outreach Manager | \$165.42 | \$183.80 | 5+Years | High School Diploma or Associates degree, or relevant experience with engaging citizens in Citywide Planning Processes and community networking | |
| Communications / Outreach Coordinator | \$94.50 | \$105.00 | 5+Years | High School Diploma or Associates degree, or relevant experience with engaging citizens in Citywide Planning Processes and community networking | |
| Communications / Outreach Administrator | \$75.60 | \$84.00 | 1-3 Years | High School Diploma or Associates degree, or relevant experience with engaging citizens in Citywide Planning Processes and community networking | |

| Labor Category | Min. Rate | Max. Rate | Experience | Education/Experience | Certifications |
|----------------------------------|-----------|-----------|------------|---|------------------------------------|
| Professional Surveyor | \$159.75 | \$177.50 | 3+Years | Bachelor's Degree in Civil Engineering with surveying specialty | Surveyor's License Required |
| Surveyor-In-Training (SIT) | \$103.95 | \$115.50 | 1-3 Years | Bachelor's of Architecture or Bachelor's Degree in Civil Engineering with surveying specialty | |
| Director of Survey Parties | \$97.38 | \$108.20 | 3+Years | High School Diploma or technical college or equivalent experience in surveying | |
| Senior Quality Assurance | \$119.25 | \$132.50 | 3+Years | Bachelor's of Architecture or Bachelor's Degree in Civil Engineering, or equivalent experience in involving QA Best Practice implementations | |
| Quality Assurance | \$101.34 | \$112.60 | 3+ Years | Bachelor's of Architecture or Bachelor's Degree in Civil Engineering, or equivalent experience in QA | |
| Senior Safety Manager | \$113.31 | \$125.90 | 5+Years | Bachelor's Degree in Occupational Safety or equivalent | |
| Senior Project Controls Engineer | \$113.31 | \$125.90 | 5+Years | Bachelor's Degree in Architecture, Architectural Engineering, Engineering, or equivalent experience in cost controls, budget, schedule and manpower | |
| Project Controls Engineer | \$92.43 | \$102.70 | 3+Years | Bachelor's Degree in Architecture, Architectural Engineering, Engineering, or equivalent experience in cost controls, budget, schedule and manpower | |
| IT Specialist | \$118.17 | \$131.30 | 3+Years | Bachelor's degree in Computer Science or equivalent IT experience | |
| Skin / Envelope Specialist | \$141.75 | \$157.50 | 5+Years | Bachelor's of Architecture or Bachelor's degree in Architectural Engineering & Experience in Building Envelope Design | Professional Registration Required |
| Roof Specialist | \$85.05 | \$94.50 | 5+Years | High School Diploma or Technical College, or equivalent experience in roofing technologies | |
| Historic Architect | \$141.75 | \$157.50 | 3+Years | Bachelor's in Architecture | Professional Registration Required |
| Acoustics Engineer | \$118.17 | \$131.30 | 3+Years | Bachelor's degree in Electrical Engineering or Mechanical Engineering | |
| Pool Specialist | \$108.72 | \$120.80 | 5+Years | High School Diploma or Technical College, or equivalent experience in Pool Design & Construction | |
| Sports Field Specialist | \$165.42 | \$183.80 | 3+Years | Bachelor's of Architecture or Engineering or equivalent experience in Sport Field technologies | Professional Registration Required |
| Insurance Specialist | \$146.52 | \$162.80 | 5+Years | Bachelor's degree or equivalent experience | |

Miscellaneous: Min. Rate Max. Rate Experience Education/Experience Certifications

| Labor Category | Min. Rate | Max. Rate | Experience | Education/Experience | Certifications |
|---|-----------|-----------|------------|--|----------------|
| Director of Tax Credit Services | \$174.87 | \$194.30 | 10+Years | Bachelor's Degree in Accounting, Business or Taxation & Experience in Tax Credits | |
| Project Administrator for Tax Credit Services | \$141.75 | \$157.50 | 5+Years | Bachelor's Degree in Accounting, Business or Taxation & Experience in Tax Credits | |
| Historian for Tax Credit Services | \$132.30 | \$147.00 | 5+Years | Bachelor's in Architecture or Historic Preservation & Experience in Historic Tax Credits | |
| Assistant Historian for Tax Credit Services | \$94.50 | \$105.00 | 3+ Years | Bachelor's in Architecture or Historic Preservation | |
| Certified Facility Manager | \$94.50 | \$105.00 | 5+Years | High School Diploma or Technical College or equivalent experience in facility management | |
| Senior CAD Technician | \$77.49 | \$86.10 | 3+Years | High School Diploma or Technical College, or equivalent experience in computer aided design software, drawing and technologies | |
| CAD Technician | \$59.67 | \$66.30 | 1-3 Years | High School Diploma or Technical College, or equivalent experience in computer aided design software, drawing and technologies | |
| GIS Project Manager | \$131.13 | \$145.70 | 5+Years | Bachelor's Degree in GIS Cartography, Computer Science, Geography, or equivalent experience in projects utilizing geographic information systems technology, technical knowledge regarding GIS systems | |
| GIS Specialist 1 | \$61.47 | \$68.30 | 1-3 Years | High School Diploma or Technical College, or equivalent experience in projects utilizing geographic information systems technology, technical knowledge regarding GIS systems | |
| GIS Specialist 2 | \$78.48 | \$87.20 | 3-5 Years | High School Diploma or Technical College, or equivalent experience in projects utilizing geographic information systems technology, technical knowledge regarding GIS systems | |
| Senior Planner | \$157.32 | \$174.80 | 7+ Years | Bachelor's Degree in Urban Planning, Regional Planning, Public Administration, Social Science, Civil engineering, Architecture | |
| Planner 2 | \$115.38 | \$128.20 | 5-7 Years | Bachelor's Degree in Urban Planning, Regional Planning, Public Administration, Social Science, Civil engineering, Architecture | |
| Planner 1 | \$94.41 | \$104.90 | 3-5 Years | Bachelor's Degree in Urban Planning, Regional Planning, Public Administration, Social Science, Civil engineering, Architecture | |
| Planner | \$68.22 | \$75.80 | 1-3 Years | Bachelor's Degree in Urban Planning, Regional Planning, Public Administration, Social Science, Civil engineering, Architecture or equivalent experience | |
| Real Estate Record Researcher | \$62.91 | \$69.90 | 1-3 Years | High School Diploma, Technical College, Paralegal Studies or equivalent experience | |

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction on the back of this form

Bid/RFP No.: 2285-01006 **Contracting Department:** Department of Finance/
Bureau of Purchasing
City of New Orleans

TYPE OF BUSINESS:

Professional Services

BUSINESS NAME:

New Orleans Grants Management Group
A Jacobs/CSRS Consortium

OWNER'S NAME:

Jacobs Project Management Co.
CSRS Inc.

BUSINESS ADDRESS:

909 Poydras Avenue, Suite 1240

New Orleans, Louisiana, 70112

MAILING ADDRESS:

909 Poydras Avenue, Suite 1240

New Orleans, Louisiana, 70112

CONTACT TELEPHONE:

504-596-2185

FAX NUMBER:

504-592-0185

E-MAIL ADDRESS:

Laplace@csrsonline.com

REAL ESTATE TAX NUMBER:

PERSONAL PROPERTY TAX NUMBER:

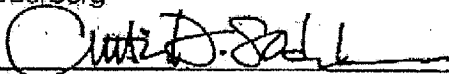
SALES TAX/OCCUPATIONAL LICENSE NUMBER:

24626

PRINT NAME: Curtis D. Soderberg

TITLE: Director

AUTHORIZED SIGNATURE:



DATE SIGNED: 1-12-11

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.


COLLECTOR OF REVENUE

1/12/11
DATE


TREASURY CHIEF

1/12/11
DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.


DIRECTOR OF FINANCE

1/12/11
DATE



RECEIPT FOR BID PACKAGE OR CONTRACT DOCUMENTS

9:35am

- 1.) Scanned All (4) 6/22/11
- 2.) David has copy
- 3.) Email
- 4.) Purchasing - Need Funds
- 5.) PM copy Memo's

DATE: June 20, 2011
6/20/11

~~BID PACKAGE FOR CONTRACT BETWEEN:~~

and the City of New Orleans

PROJECT NAME: 4. Jopelin Archt. & John C. Williams

LAW CONTRACT NO.: K11-282 K11-318

DELIVERED TO: Ken Williams (Cap. Projects)

BY: Jerry Oates Bailey FROM LAW

RECEIVED BY: [Signature]

6/23/11
Q.B. Input

- 1 ✓
- 2 ✓
- 3 ✓
- 4 ✓

✓ \$ K11-350 - Richard Lambert
 ✓ K11-393 - N.O. Grant Management

K13-523

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
CITY OF NEW ORLEANS

AND

NEW ORLEANS GRANTS MANAGEMENT GROUP, A JACOBS/CSRS
CONSORTIUM

THIS AMENDMENT is made and entered into this 16 day of August, 2013, with an effective date of June 1, 2012, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "City"), and New Orleans Grants Management Group, A Jacobs/CSRS Consortium (the "Contractor"), and witnesses that

WHEREAS, the City and the Contractor are parties to a professional services agreement dated June 7, 2011, for professional services representing the City in grant management and administration and associated project management (the "Agreement");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to modify the terms and conditions to add a Resident Road Inspector Labor Category in Exhibit A to the Agreement;

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1) **Amendment:** The following Labor Category is added to Exhibit A to the Agreement:

Resident Road Inspector – Min. Rate: \$58.50; Max. Rate: \$65.00 (these rates shall automatically increase by two percent (2%) at the end of each year of the Agreement).

2) **Compensation:** The Agreement is amended to increase the maximum compensation for the Services in the amount of two million, three hundred thousand and 00/100 dollars (\$2,300,000.00). The maximum aggregate compensation payable under the Agreement is increased by to sixteen million, one hundred thousand and 00/100 dollars (\$16,100,000.00).

3) **Additional Miscellaneous Provisions:** The following terms and conditions are added to the Agreement:

Audit and Other Oversight. It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

Ownership Interest Disclosure. The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary

to cause the suspension of any further payments until such the required affidavits are submitted.

Subcontractor Reporting. The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

Employee Verification. The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

4) **Convicted Felon Statement:** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5) **Non-Solicitation Statement:** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

6) **Non-Waiver:** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 8.16.2013
MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: RDintz
Printed Name: Rebecca Dintz

**NEW ORLEANS GRANTS MANAGEMENT GROUP,
A JACOBS/CSRS CONSORTIUM**

BY: [Signature]
DOUGLAS MOUTON, PRINCIPAL

BY: [Signature]
CURTIS D. SODERBERG, PRINCIPAL

CORPORATE TAX I.D.

K13-1299

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS GRANTS MANAGEMENT GROUP, A JACOBS/CSRS
CONSORTIUM

THIS AMENDMENT (the "Amendment") is made and entered into this 13 day of January, 2013, with an effective date of November 12, 2013, by and between the City of New Orleans (the "Owner" or the "City") and New Orleans Grants Management Group, A Jacobs/CSRS Consortium (the "Contractor"), and witnesses that,

WHEREAS, the City and the Contractor are parties to a professional services agreement dated June 7, 2011, for professional services representing the City in grant management and administration and associated project management (the "Original Agreement"); and

WHEREAS, the City and the Contractor entered into an amendment (the "First Amendment") on August 16, 2013, with an effective date of June 1, 2012, to modify the terms and conditions to add a Resident Road Inspector Labor Category in Exhibit A to the Agreement and to increase the maximum amount payable to the Contractor (the Original Agreement and the First Amendment are collectively referred to herein as the "Agreement"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to increase the maximum amount payable to the Contractor;

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1) **Compensation:** The Agreement is amended to increase the compensation in the amount of three million, one hundred four thousand, six hundred sixty-nine and 26/100 dollars (\$3,104,669.26). The maximum aggregate compensation payable under the Agreement is increased to nineteen million, two hundred four thousand, six hundred sixty-nine and 26/100 dollars (\$19,204,669.26).

2) **Convicted Felon Statement:** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

3) **Non-Solicitation Statement:** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

4) **Non-Waiver:** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

NOTARIAL ARCHIVES OF ORLEANS PARISH
NA # 2014-04636 DT 01/31/14
TYPE: CONTR FEE: \$35.00 PG: 2

CITY OF NEW ORLEANS

BY: 
MITCHELL J. LANDRIEU, MAYOR

**FORM AND LEGALITY APPROVED:
Law Department**

By: RDirtz
Printed Name: Rebecca Dirtz

**NEW ORLEANS GRANTS MANAGEMENT GROUP,
A JACOBS/CSRS CONSORTIUM**

BY: 
DOUGLAS MOUTON, PRINCIPAL

BY: 
CURTIS D. SODERBERG, PRINCIPAL

27-4516302
CORPORATE TAX I.D.