

**LOUISIANA HOUSING CORPORATION
CONTRACT FOR CONSULTANT SERVICES
MORAN CONSTRUCTION CONSULTANTS, LLC**

BE IT KNOWN THAT this Agreement (hereinafter sometimes referred to as the (“Contract” or “Agreement”)) is entered into by and between Louisiana Housing Corporation, a public body corporate and politic constituting an instrumentality of the State of Louisiana with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808 (hereinafter sometimes referred to as the "Corporation" or “LHC”), and Moran Construction Consultants, LLC, with its principal place of business located at 9432 Common Street, Baton Rouge, Louisiana 70809 (hereinafter collectively sometimes referred to as “Contractor”).

I. Scope of Services

A. Contractor shall conduct physical site visits and evaluate the physical state of the following properties to complete a comprehensive Capital Needs Assessment (hereinafter “CNA” or “Assessment”) of each property:

- 3 Apartment Complexes:
 - Willowbrook Apartments – 7001 Bundy Road, New Orleans, LA 70127
 - Village de Jardin Apartments – 8801 Lake Forest Blvd., New Orleans, LA 70127
 - Mid-City Garden Apartments – 1690 North Boulevard, Baton Rouge, LA 70802

The CNA shall be conducted as required by the ASTM E2018 Standard.

B. The CNA must:

- a. Identify the age and condition of the building or project and related major systems (including climate control equipment, plumbing and fixtures, cooking and other kitchen equipment, roofs, exterior siding and electrical systems);
- b. Specify the required repair and/or rehabilitation of the buildings and systems (including the estimated costs of each) over at least twenty years following the Placed in Service Date;
- c. Estimate the useful remaining life of the project and related major systems following their repair;
- d. Specify the minimum amount which must be deposited to the repair and replacement reserve over twenty years to maintain property quality and habitability standards; and
- e. Either identify the presence of environmental hazards, such as asbestos, lead paint and mold on the property or contain an Exhibit A Phase I Environmental.

C. The CNA shall include the following additional information:

- a. Immediate life and/or safety concerns of the property(ies)
 - i. The Contractor shall immediately notify the LHC and the Property Management company after the site visit if the Contractor notes any items

or issues that are immediate concerns to the health and safety of persons on the property(ies).

ii. This shall include any preferred immediate upgrades.

- b. Short Term Costs – repairs, replacements, and potential upgrades that may be required to the property(ies) in the next one to two years.
- c. Twenty (20) Year Reserve Term
- d. A listing of market improvements
- e. Energy efficiency upgrades/improvements– The Contractor shall suggest a separate listing of energy efficiency upgrades/improvements that enhance the sustainability of the property and provides operating efficiencies based on where the properties are at the time of the site visit and what could potentially be incorporated in the future. The CNA will not incorporate a full energy assessment or audit.
- f. Cost difference – The Contractor shall provide a list of the differences in cost between certain upgrades and energy preferences and without to determine which options are preferred to be incorporated into the final Assessment.
- g. Sample size - Inspections shall include access to 10% of units on the individual property(ies). Said 10% selection is to be determined by the Contractor. The Contractor shall have 100% access to all other areas of the property(ies) including, but not limited to: common areas, mechanical areas, roofs, ancillary buildings, etc. For Willowbrook Apartments, the Contractor shall sample 22 units to establish a representative sample of the property.

D. The Contractor shall produce a quality, comprehensive CNA for all properties.

E. **Communication.** The Contractor is expected to maintain regular communication with the Corporation throughout the term of the Contract. The Contractor shall conduct telephone calls, face-to-face meetings, and video conferences as needed to provide LHC representatives with progress updates. The Contractor shall make themselves available for LHC Board of Director meetings as needed.

II. Payment Terms

A. **Compensation.** The Corporation shall pay Contractor a total contract amount not to exceed twenty thousand dollars and zero cents (\$20,000.00) for the provision of all services contemplated in the Scope of Services set forth above. The Corporation shall provide payment upon receipt of invoices for the completed assessments and shall only be billed for completed work.

<u>Property</u>	<u>Assessment Cost</u>
Willowbrook Apartments	\$6,950

Village de Jardin Apartments	\$6,250
Mid-City Garden Apartments	\$5,850

B. **Expense Reimbursement.** The Corporation will not reimburse the contractor for any travel, hotels, meals, or other expenses.

C. **Method of Payment.** Contractor will provide invoices monthly which outline item descriptions and costs during the time period covered by the invoice. Payment shall be made upon receipt and approval of such invoices. Invoices must be submitted to the contract monitor no later than thirty (30) days after each month has ended.

D. **Contract Monitor.** Invoices shall be submitted in writing and authorized for payment by the Contract Monitor, Dione Milton, or other designee of the LHC Executive Director.

III. LICENSES AND PERMITS

Contractor shall possess all permits, licenses and certificates necessary for the conduction and performance of this Contract as specified herein and as required by all federal, state, parish and municipal agencies. Contractor agrees that licenses, permits and certificates will be obtained and maintained on active status during the duration of this Contract.

IV. INSURANCE

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The minimum scope and limits of insurance to be purchased and maintained are as follows:

A. **Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of one million dollars (\$1,000,000) per accident/per disease/per employee.

B. **Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general aggregate of two million dollars (\$2,000,000). The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved

for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. **Professional Liability (Errors and Omissions).** Professional Liability (Error & Omissions) Insurance which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of one million dollars (\$1,000,000) per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement limits, from the expiration date of the policy, if policy is not renewed.

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

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

1. *General Liability and Automobile Liability Coverages*

- a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.
- b. The Contractor's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. *Workers Compensation and Employers Liability Coverage.* The insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Corporation.

3. *All Coverages*

a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Corporation. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor policy.

b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

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

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

G. Contractor alone shall be responsible for investigation and payment of claims not covered by insurance. The Corporation shall not in any way be responsible for payment of any claims determined to be Contractor's responsibility under this Contract.

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

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

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

I. **Subcontractors.** If Applicable, Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors must be approved by the Corporation. Subcontractors shall be subject to all other requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.

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

K. **Indemnification/Hold Harmless Agreement.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, the Louisiana Housing Corporation, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any

and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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

V. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation.

VI. Termination

Either party shall have the right to cancel this Contract, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail. The Corporation has the right to cancel this Contract upon less than thirty (30) day notice due to budgetary reductions without any liability incurring onto LHC or the State of Louisiana. Notwithstanding the foregoing, the Corporation shall pay Contractor for services performed prior to the date of cancellation.

Notice shall be sent via Certified Mail, return receipt requested, to the following addresses:

To the LHC:

Asset Management Department
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808

To the Contractor:

Angela Ellis
Moran Construction Consultants, LLC
9432 Common Street
Baton Rouge, LA 70809

VII. Notices and Communication

Any notice, request, instruction or other document to be given hereunder to any party by another shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, to the addresses set forth in this Agreement. A party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective

on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed.

Notices shall be addressed as follows:

To the BOD:

Asset Management Department
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808

To the Contractor:

Angela Ellis
Moran Construction Consultants, LLC
9432 Common Street
Baton Rouge, LA 70809

VIII. GENERAL TERMS AND CONDITIONS

- A. **Term of Contract.** This Contract shall begin on July 10, 2024 and shall terminate on October 30, 2024.
- B. **Amendment.** This Contract constitutes the entire agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or agreement not incorporated in the Contract through an amendment is binding on any of the parties.
- C. **Assignment.** Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.
- D. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Contract. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Contract, if so requested.
- E. **Governing Law and Disputes.** This Contract is governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

F. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an “independent contractor” with respect to the project activities to be performed under this Contract. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Contractor is an independent contractor.

G. **Non-Discrimination Clause.** The Contractor agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

H. **Severability.** The provisions of this Contract are severable and if for any reason a clause, sentence, paragraph or other part of this Contract shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

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

J. **Fiscal Funding.** The continuation of this Contract may be contingent upon the appropriation of funds by the Corporation to fulfill the requirements of the Contract. If the Corporation fails to appropriate sufficient monies to provide for the continuation of the Contract, the Contract shall terminate on the last day of the fiscal year for which funds have

been appropriated. Such termination shall be without penalty or expense to the Corporation except for payments that have been earned prior to the termination date.

- K. **Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the LHC and all such rights shall belong to the LHC.
- L. **Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities. (as applicable)** Contractor agrees to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this agreement. 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. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 135.3 (a) (2) and (a) (3).
- M. **Code of Ethics.** Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Contractor in the performance of Services called for in this Contract. Contractor agrees to immediately notify the LHC if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.
- N. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.
- O. **Clean Air Act, Clean Water Act and Other Requirements.** Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The LHC recognizes that Contractor is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.
- P. **Energy Efficiency.** Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in

compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors.

- Q. **Eligibility Status.** Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.
- R. **Drug-Free Workplace Requirement.** Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.
- S. **Fund Use.** Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

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

- T. **Confidentiality of Data.** All financial, statistical, personal, technical and other data and information relating to the LHC's operation which are designated confidential by the LHC and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the LHC. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

Contractor will comply with any applicable federal provisions dealing with the confidentiality of any information in its possession, including but not limited to, the reporting requirements in both The Privacy Act of 1974, 5 U.S. C. §552a, and in Louisiana's Database Security Breach Notification Laws, La. R.S. 51:3071 through 3077.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the LHC. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

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

U. **Testimony at Court or Other Proceedings.** Unless otherwise stated in this Agreement, Corporation agrees that Contractor's assignment pursuant to this Agreement shall not include the Contractor's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

This Agreement is signed below by the duly authorized representatives of Contractor and the Corporation.

THUS DONE AND SIGNED by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION

**MORAN CONSTRUCTION
CONSULTANTS, LLC**

Marjorianna Willman, Executive Director

Angela Ellis, Senior Manager

Date

Date