

**PREPOSITIONED AGREEMENT BETWEEN
LEMOINE DISASTER RECOVERY, LLC AND CUSTOMER FOR EMERGENCY RESPONSE
AND REMEDIATION SERVICES**

THIS AGREEMENT dated the 6th day of June, 2025 (the “Effective Date”) is hereby entered into by and between Lemoine Disaster Recovery, LLC (“LEMOINE”) and City of Clearwater Florida (“Customer”) (LEMOINE and Customer are sometimes collectively referred to herein as the “Parties”).

Pursuant to the terms and conditions set forth below, Customer desires to enter into this Prepositioned Agreement for Emergency Response and Remediation Services (the “Agreement”) with LEMOINE whereby LEMOINE will agree to provide certain disaster recovery services in accordance with agreed upon pricing in the event of a disaster or other event requiring emergency response services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to enter into this Agreement under the following terms and conditions:

Section 1: Agreement Description

This Agreement contemplates that, from time to time during its existence, Customer will request LEMOINE to provide certain disaster recovery services described below. To the extent Customer and LEMOINE reach an agreement with respect to a particular scope of work or project, LEMOINE agrees to provide such disaster recovery services as outlined in an Emergency Work Authorization (“EWA”) submitted to and approved by Customer (“Work”) in accordance with the terms in this Agreement and Contractor’s Time and Material Rate Schedule-Standard Rates 2025 (Exhibit A) which includes a schedule of agreed rates, fees and charges for labor, materials, equipment, and expenses or as mutually agreed.

Section 2: Contract Documents

§2.1 This Agreement is comprised of the following documents:

- (a) Time and Material Rate Schedule-Standard Rates 2025 (**Exhibit A**) which includes a schedule of agreed rates, fees and charges for labor, materials, equipment, and expenses and applicable terms;
- (b) LEMOINE’s Standard Insurance Exhibit outlining the insurance coverages maintained by LEMOINE (**Exhibit B**); and
- (c) Federal Compliance Provisions (**Exhibit C**) to the extent such compliance is required by law for Customer to seek and obtain reimbursement for the cost of LEMOINE’s services from the Federal Emergency Management Agency (“FEMA”) or other Federal Government Agency. In the event the Work is subject to

reimbursement by FEMA or another Federal Government Agency, LEMOINE shall comply with all applicable provisions set forth in **Exhibit C**.

(d) RFP added as Exhibit D – if there are any terms found to conflict with the RFP (Exhibit D) the RFP term will prevail

These documents are sometimes collectively referred to herein as the “Contract Documents”.

Section 3: Term

This Agreement shall commence immediately upon the Effective Date and shall continue for a one (1) year period. This Agreement may be extended upon the mutual written agreement of both LEMOINE and the Customer at the time of extension or renewal for ~~two~~ **four** (**4**) additional one (1) year periods. Any renewal of this Agreement shall be expressly contingent on Customer’s acceptance of LEMOINE’s current pricing including, but not limited to LEMOINE’S current Time and Material Rate Schedule-Standard Rates.

Section 4: Description of Services and Deliverables

§4.1 LEMOINE will provide those environmental and disaster recovery services, which may include construction services on an as needed basis when requested by Customer. In connection with the issuance of an EWA, LEMOINE can also provide “Not to Exceed” or “Rough Order of Magnitude” (ROM) budgets. This estimate is an approximation and is not a guaranteed price of the Work. The estimate is based on information provided from Customer regarding project requirements. Customer also recognizes and agreed that the exact scope of the Work is not determinable until after Work has commenced and that the scope of the Work may increase as the Work progresses. Unless otherwise specified, LEMOINE is to furnish all materials, tools, equipment, manpower and consumables to complete the Work provided for under the EWA. Customer shall be responsible for all Work reasonably performed regardless of such Work’s inclusion in an Emergency Work Authorization.

§4.2 In addition to the Work, LEMOINE shall furnish any reports and deliverables set forth in the EWA (the “Deliverables”) which may be required by Customer, its insurer and/or FEMA (or such other Federal Government Agency) in order for Customer to receive funding or reimbursement for the Work.

§4.3 Unless specifically made part of the Work, LEMOINE shall not be responsible for the coordination or performance of any activity or obligation undertaken by persons other than LEMOINE and its subcontractors.

Section 5: Pricing and Payment

§5.1 LEMOINE agrees to perform the Work set forth in an EWA at the price and in accordance with the terms of this Agreement and those set forth in **Exhibit A** and any subsequent amendments thereto. Travel time will be billed at the regular rates set forth in Exhibit A. Hourly scheduled labor rates will be charged portal to portal for LEMOINE personnel and labor subcontractors. All hours worked on LEMOINE recognized holidays will be charged at 2 times the regular rate. Invoice standard will be based on state law regarding overtime rates. LEMOINE reserves the right to add labor and equipment classifications as the Work progresses. A labor modifier of 1.25 will be applied to the following areas: New York City (75 miles radius from

Manhattan), Alaska, Hawaii, Washington, Colorado, Oregon, California, D.C. and other U.S. Territories.

§5.2 All items invoiced will be invoiced in accordance with the rates and terms in Exhibit A.

§5.3 Customer agrees that all amounts owed to LEMOINE shall be paid in accordance with invoices issued to Customer from time to time by LEMOINE. Amounts invoiced will include applicable federal, state and local taxes and shall be due and payable to LEMOINE UPON RECEIPT and shall be considered late 30 days after Owner's receipt of the invoice. The balance of any amount which remains unpaid more than thirty (30) days after it is due to LEMOINE shall accrue interest until paid at the rate equal to prime rate published in the Money Rates section of the Wall Street Journal plus 1% per calendar month. To the extent said interest provision is deemed unenforceable as a matter of law, interest shall accrue at the maximum rate allowed under applicable law. Customer will pay LEMOINE for any costs or expenses, including reasonable attorney's fees, that LEMOINE incurs in connection with the enforcement of this Agreement.

§5.4 Customer further acknowledges and agrees that it shall be responsible for all amounts owed to LEMOINE in accordance with the terms of this Agreement, regardless of whether the Work may be covered by insurance or be eligible for reimbursement by FEMA or other Federal Government Agency. Lack of insurance coverage or any failure or delay of an insurance carrier, FEMA or other Federal Government Agency to make payment to LEMOINE or Customer shall not relieve Customer of its payment obligation under this Agreement. Customer agrees that it cannot delay or withhold payment to LEMOINE, resulting from any dispute that Customer may have with its insurance company or any other party. This includes, but is not limited to, disputes in coverage, the nature of the loss, the value of the property, the amount tendered to Customer under the policy, or disputes that are the result of third-party recommendations. Documentation provided to any insurance carrier, FEMA or other Federal Government Agency at the request of Customer is provided solely as a courtesy to Customer. Responsibility for payment of services provided to Customer shall be the SOLE responsibility of Customer.

~~**§5.5 Insurance Proceeds** Customer agrees that, with the concurrence and at the request of LEMOINE, it will direct any such insurance carrier (the "Carrier") to make payments to LEMOINE directly for certain portions of the Work on which Customer and LEMOINE may hereafter agree. This directive is revocable by the Customer but does not affect Customer's payment obligations to LEMOINE. Such directives are a matter of convenience only and are not intended to be or considered an assignment of benefits, and the parties agree that such directives shall not and do not constitute an Assignment of Benefits under Louisiana Law. In the event that any Carrier pays or intends to pay any amounts to Customer's mortgagor or to any other third party, and if a directive as described in paragraph 4.1 is active and in force, Customer will direct the Carrier to list additionally LEMOINE as a payee when issuing such payment. Customer specifically agrees to notify LEMOINE within five (5) calendar days after receipt of insurance proceeds from any Carrier or Customer's mortgagor related in whole or in part to the Work performed by LEMOINE. If Customer receives payment of insurance proceeds which includes payment for some or all of the Work under this Agreement and LEMOINE has not yet been fully paid for the Work, then Customer shall pay LEMOINE's unpaid invoices for this Work up to the full amount of the final insurance proceeds regardless of any allocation of the insurance proceeds by Customer or Carrier. Customer understands that any invoices submitted directly by LEMOINE to any Carrier is done as a courtesy and convenience to Customer and does not relieve Customer of any~~

~~obligation to pay for the amounts billed. LEMOINE has not reviewed Customer's insurance coverage and makes no representations concerning the coverage available to pay for the Work. Determinations of coverage are legal matters and Customer should engage an attorney on such issues. LEMOINE is not an attorney.~~

§5.6 All invoices shall be directed to Customer's address at: _____ or in such other manner as directed by Customer.

Section 6: Miscellaneous Expenses

Miscellaneous Expenses shall be paid by Customer in accordance with the terms set forth in Exhibit A.

Section 7: Schedule and Completion of the Work

§7.1 The Work shall commence and shall be completed in accordance with schedule(s) provided by LEMOINE or, in the absence of such schedule(s), as soon as good practice and due diligence reasonably permit. Unless otherwise expressly agreed in writing, Customer recognizes that due to the nature of the Work being performed, a definitive schedule for completion of the Work is difficult to provide (given the likely disruption of materials, equipment, and labor) following a catastrophic or emergency damage situation. Therefore, LEMOINE's shall not be liable for any damages due to delay in completion of the Work.

Section 8: Party Representatives

§8.1 Customer identifies the following representative authorized to act on Customer's behalf with respect to this Agreement:

Lori Vogel - Procurement Manger

lori.vogel@myclearwater.com

§8.2 LEMOINE identifies the following representative authorized to act on LEMOINE's behalf with respect to this Agreement:

Andrew Sexton - Vice President

andrew.sexton@1lemoine.com

337-316-9353

§8.3 Customer's designated representative must be available to act as a liaison with LEMOINE project management and must possess the decision-making authority to address matters that arise during the Project.

Section 9: Special Conditions

§9.1 Because of the unknowns and uncertainties surrounding damages of this nature, LEMOINE and Customer acknowledge that changes to the schedules, Contract Documents, including, but not limited to, changes in or to the rates and charges may become necessary as the Work progresses. Customer acknowledges and agrees that any such changes shall be reflected in a Change Order. LEMOINE and Customer further acknowledge that the Property which is the subject of the Work has been involved in a fire, flood or other casualty and therefore LEMOINE cannot and does not, guarantee that the Property will be operational or free from defects following LEMOINE's completion of the Work.

§9.2 CATASTROPHIC WORK WARRANTY: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. LEMOINE shall perform its services in a good and workmanlike manner and in accordance with industry standards. The standard for mitigation and remediation is to remove or clean any contaminated materials and to mitigate future damages attributable to the fire, water, or smoke event in a safe, rational, and orderly sequence. ~~LEMOINE shall not be responsible for any problems due to or associated with additional water intrusion, subsequent moisture damage, or failure to maintain or repair structure(s) after mitigation and remediation is complete.~~ To the extent that LEMOINE is required or requested to return to the site to correct or repair any of its Work due to alterations or damage done by others, such Work shall be considered an "extra" and billed separately at the rates shown on Exhibit A, plus a reasonable re-mobilization charge.

§9.3 If union labor is required to perform any of the services comprising the Work, appropriate changes to the rates and charges specified in Exhibit A shall be made.

§9.4 Suitable water, toilet facilities, electrical service and access to the Project site are essential to the timely and cost-effective completion of the Work. Should any delay result from any lack of the foregoing, appropriate changes to the rates and time frames set forth in the Contract Documents shall be made. Further, Customer shall permit LEMOINE to use utility services, including water, electric power, heating and cooling, without charge, as required to complete the Work.

§9.5 LEMOINE will use its best efforts to outfit all persons working for or with LEMOINE or its subcontractors in LEMOINE shirts or uniforms. This is done for security purposes and to allow Customer to identify persons at the Project site. Daily progress meetings are essential to LEMOINE efforts to keep all parties informed as to the current status of the Work.

§9.6 Customer must provide LEMOINE with a secure location to temporarily store needed equipment, materials, and supplies.

§9.7 Should the Work be stopped or impeded, the price of the Work may increase; the goal of LEMOINE is to complete the Work as quickly and cost effectively as possible. To accomplish this goal, good communications and a firm understanding of the operational needs of both LEMOINE and Customer are essential.

§9.8 Customer will coordinate the Work of separate contractors on all job sites to ensure the Work can proceed without interference. Customer affirms that agreements with separate contractors require their cooperation with LEMOINE.

§9.9 All environmental testing shall be performed by third party contractors directly retained by the Customer.

§9.10 Authorized Antimicrobial Agents: Customer understands and acknowledges that in the best judgment of LEMOINE, materials may be treated with a commercial antimicrobial agent to inhibit the growth of micro-organisms during the drying process as is industry best practice. Customer has received advanced notice of the use of antimicrobial or antimicrobial products as part of the restoration process and Customer's "Right to Know." Customer understands that it is beyond the expertise of LEMOINE to determine if someone is sensitive to its application and will hold LEMOINE harmless for its use. Customer understands that Information Brochures and SDS sheets for all used agents are available to Customer at all times.

§9.11 Customer Responsibilities:

§9.11.1 Utilities: Customer is responsible for all utilities used during the course of the Work, and Customer agrees not to disable, disengage, or turn off any utility service or equipment without first securing written permission from LEMOINE (by email or otherwise) to do so.

§9.11.2 Access/Removal Of Personal Property: Customer is responsible for providing access to the Property so that LEMOINE may perform its Work. Customer shall be responsible for the removal of all valuables, equipment, electronics, computers, cash, collectables, jewelry, money, watches, weapons, pharmaceuticals, documents and any and all items of value that may otherwise be damaged during the course of the Work. LEMOINE shall not be responsible for any damages or loss to personal property which is not removed from the areas in which the Work is to be performed, even if such damage or loss is attributable to LEMOINE's negligence, and Customer understands that any such property left at the Project is at the sole risk of Customer. Customer agrees to defend, indemnify, and hold LEMOINE harmless against all liability, loss, damage, costs and expenses (including attorney's fees) in any way arising from special, incidental, and/or consequential damages which may occur during the demolition or restoration process to personal property left on site during performance of the Work.

§9.11.3 Disposal Of Personal Property: Customer authorizes and directs LEMOINE to dispose of those contents and personal property left at the Property deemed by LEMOINE, in its reasonable discretion, to be unsalvageable in such manner as deemed appropriate by LEMOINE. Customer acknowledges that LEMOINE will remove and store contents only if directed by Customer in writing and that there will be transportation and storage costs associated with such removal and storage for which Customer will be invoiced by LEMOINE. If Customer desires LEMOINE NOT to dispose of any particular item or item(s), Customer shall advise LEMOINE in writing specifically of the item or items not to be disposed of at the time this Agreement is executed. In making a determination of which item or item(s) Customer chooses to remain on the Property, Customer understands and acknowledges that contents affected by water intrusion events are conducive to the growth of mold and other bacteria which may be harmful to the health and safety of the Customer or other occupants of the Property. LEMOINE will not undertake drying or other remediation of retained personal property, and the storage and condition of all such personal property is the sole responsibility of Customer.

~~§9.11.4 Incidental Damage: LEMOINE will take reasonable care to avoid incidental breakage or damage whenever possible; however, the Customer agrees to defend, indemnify, and hold LEMOINE harmless against all liability, loss, damage, costs and expenses (including attorney's fees) in any way arising from special, incidental, or consequential damages which may occur during the demolition or restoration process to structural components, finishes, fixtures, equipment, or contents.~~

Section 10: Change Orders

§10.1 Changes in the Work or to the rates, charges or terms set forth in Exhibit A (as contemplated by Section 9.1) may be agreed upon after execution of this Agreement and an EWA. Customer, without invalidating the Agreement, may order changes in the Work within the general scope of the EWA consisting of additions, deletions, or other revisions, with LEMOINE's compensation and time for completing the Work being adjusted accordingly.

§10.2 Assignments given to LEMOINE personnel either verbally or in writing that deviate from the original scope of Work shall be considered a Change Order for purposes of this Agreement. Change Order forms outlining the proposed adjustments to LEMOINE's compensation and time shall be submitted to Customer and must be signed by Customer and returned to LEMOINE within 48 hours.

§10.3 Adjustments to LEMOINE's compensation on account of changes in the Work subsequent to the execution of an EWA may be determined (a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data; (b) by unit prices or rates stated in the Contract Documents or subsequently agreed upon; (c) by price to be determined in a manner agreed upon by the Parties. If none of the referenced methods are agreed upon, the cost of such Work shall be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change.

§10.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in an EWA, those initially observed by LEMOINE or from those conditions ordinarily found to exist, LEMOINE's compensation and time for completing the Work shall be equitably adjusted as mutually agreed between Customer and LEMOINE.

Section 11: Parties' Responsibilities

§11.1 Customer shall cooperate with LEMOINE, including providing any information reasonably requested by LEMOINE and providing access to any facility at which the Work is to be performed at such times as may be requested by LEMOINE. LEMOINE shall be entitled to rely on the accuracy of information furnished by Customer.

§11.2 Prior to commencement of the Work, Customer will report to LEMOINE all conditions known to Customer which may not be apparent to LEMOINE and which might significantly increase cost of the Work or delay completion, where known and available information exists. The Customer will share these concealed conditions including, but not limited to, hazards on all job sites, unsuitable soil conditions, prior defective work of others, latent defects in the plans or specifications, earlier attempts to do similar or related work, and obligations imposed by government. Customer's obligation to report such conditions shall be ongoing throughout the course of LEMOINE's performance of the Work. Where necessary, further investigative work or

assessment will be taken, at Customer's expense, to bring understanding to any concealed conditions.

§11.3 Customer shall make timely payments in accordance with the terms and conditions of this Agreement.

§11.4 Any federal, state or local permits, surcharges or consents required for the performance of the Work are the responsibility of Customer; provided that, if made a part of the Work, LEMOINE may obtain such permits and consents at Customer's expense. Both LEMOINE and Customer shall comply with all applicable governmental regulations, statutes, laws and ordinances.

§11.5 Any claim or complaint by Customer arising out of or in any way related to LEMOINE's Work under an EWA and this Agreement shall be made in writing to LEMOINE within sixty (60) days after the earlier of completion of the Work or date any such performance, nonperformance or breach would have been discovered exercising reasonable diligence and LEMOINE shall be given a reasonable opportunity to cure such faulty performance, nonperformance or breach. Failure to make such a written claim or complaint shall be deemed a waiver by Customer.

§11.6 Exclusions: LEMOINE shall not, without further written agreement, be responsible for:

§11.6.1 The winterization of the Property or the identification, testing, or sampling of any environmental pollutant, contaminant, hazard, toxin, condition, irritant, material or problem, including, but not limited to molds, fungi, bacteria, mildew, mycotoxins, spores or other irritants of any kind, should they exist, as all such services are to be performed by a qualified indoor air quality professional/industrial hygienist ("IAQP/IH") employed by the Customer. Customer is responsible for full disclosure regarding hazardous materials in or associated with said property. LEMOINE is also not responsible for the correction of building, fire or other code violations that existed at the Property before the casualty necessitating performance of the Work.

§11.6.2 Damage resulting from and the repair or replacement of roof tarps and/or other remedial measures or Work which have been secured and are in place and are then rendered ineffective as a result of subsequent weather events, vandalism, theft, or any other event which is outside of LEMOINE's control.

§11.6.3 In the event LEMOINE is not allowed to perform its recommended procedures or drying equipment is removed or turned off prematurely without the prior written approval of LEMOINE, Customer agrees to release and hold LEMOINE harmless from and against all damages, losses, or claims arising out of or relating to such events, and Customer agrees to indemnify and defend LEMOINE against all claims or actions that may result from such procedures.

§11.6.4 Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of Work specified in this Agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials LEMOINE shall notify the Customer immediately and allow the Customer to contract with a properly licensed and qualified hazardous material LEMOINE separately and independently from this Agreement. If Customer and LEMOINE agree, any

such work may also be treated as a Change Order resulting in additional costs and time considerations; however LEMOINE is not obliged to undertake such Work, and shall not undertake such work with a Change Order. As stated above, Customer is responsible for full disclosure regarding hazardous materials in or associated with the Property.

Section 12: Causes Beyond LEMOINE's Control

§12.1 If any circumstance or event which is beyond the reasonable control of LEMOINE (including, but not limited to including, but not limited to, labor and/or material shortages, supply chain disruptions, and Customer, government, or regulatory actions, such as stop work orders, arising out of or relating to quarantines, embargos, travel restrictions, virus, disease, contagion, or any other widespread communicable disease, such as epidemics or pandemics) delays the performance of any of LEMOINE's obligations under this Agreement or an EWA, or makes any of those obligations impossible to perform, LEMOINE shall not have any liability to Customer for such delay or nonperformance.

Section 13: Independent Contractor

§13.1 The Work will be performed by LEMOINE on an independent contractor basis and not as an employee, agent, partner or joint venturer of Customer. LEMOINE shall have responsibility for and control over the details of and means for performing the work assigned, and safety issues, and shall be subject to the directions of Customer only with respect to the scope of work and the general results required. Nothing in this Agreement shall be construed to make LEMOINE or any of its employees or agents to be Customer's employees or agents.

Section 14: Environmental and Disposal Issues

§14.1 LEMOINE is not the owner, and shall not be considered the owner, of the Property on which the Work is performed (the "Site"), or any substance classified as hazardous or toxic, or otherwise regulated, under any applicable federal, state or local law ("Hazardous Material") which may exist on, in or under the Site. All test specimens or samples shall be, and shall be considered the property of the Customer, irrespective of any disposal of those specimens or samples undertaken by LEMOINE as part of the Work.

§14.2 Any disposal of Hazardous Material (including specimens or samples), or any property that contains hazardous Material, performed by LEMOINE under this Agreement will be made in the name of Customer and under any applicable generator number or other identification assigned to Customer.

§14.3 Customer shall defend, indemnify and save LEMOINE, its affiliates, officers, directors, agents, subcontractors and employees harmless from and against any and all claims, liabilities, demands, judgments, losses, costs, expenses, suits or damages arising out of or related in any way to the presence or release of any Hazardous Material on or from the Site to the extent caused by or attributable to an act or omission of Customer or anyone under its control including but not limited to its affiliates, officers, directors, agents, subcontractors and employees.

Section 15: Indemnification

§15.1 Each Party (the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party"), its affiliates, officers, directors, agents, employees and other representatives harmless from and against any and all claims, liabilities, demands, judgments, losses, costs, expenses (including reasonable attorney's fees), suits or damages arising by reason of bodily injury, death or damages to a third party's tangible property (other than the Work itself) sustained by any person or entity (whether or not a party to this Agreement) but only to the extent caused by or attributable to an action of negligence of the Indemnifying Party or an officer, director, agent, subcontractor or employee of the Indemnifying Party.

Section 16: Default Remedies and Waiver of Consequential Damages

~~**§16.1** In no event shall any damages awarded to Customer under this Agreement exceed the total amount paid by Customer to LEMOINE under the applicable EWA at the time the alleged violation or breach takes place.~~

~~**§16.2** In no event shall either Party be liable for any indirect, incidental, special, consequential or punitive damages whatsoever (including but not limited to lost profits, loss of use, loss of revenue, loss of rent, loss of capital or use thereof, loss of contract, or interruption of business) arising out of or related to the services provided under this Agreement.~~

Section 17: Document Production and Testimony

§17.1 If LEMOINE is requested or authorized by Customer or if LEMOINE is required by governmental regulation, subpoena or other legal process, to produce any documents or files, or to make its personnel available as witnesses with respect to any engagement, Customer shall, so long as LEMOINE is not a party to the proceeding in which the information is sought, reimburse LEMOINE for its time and expenses, as well as the reasonable fees and expenses of LEMOINE's counsel, incurred in responding to such requests.

Section 18: Disputes and Governing Law

§18.1 Any dispute arising out of, under, in connection with, or relating to the execution, interpretation, performance, or non-performance of this Agreement or any EWA, including the validity, scope and enforceability of this arbitration provision, shall be determined and settled by binding arbitration in ~~Baton Rouge, Louisiana~~ **Florida** or an agreed upon location, pursuant to the Construction Industry Arbitration Rules (the "Rules") then in effect of the American Arbitration Association. In the event of conflict between the Rules and the terms of this Agreement, the terms of this Agreement shall govern. To commence arbitration of any dispute, the party desiring arbitration shall notify the other party in writing in accordance with the Rules. In the event that the Parties fail to agree on the selection of an arbitrator within fifteen (15) days after the delivery of such notice, the arbitrator shall be selected by the American Arbitration Association upon the request of either party. The award rendered by the arbitrator will be final, and judgment may be entered upon it in any court of competent jurisdiction. The arbitrator shall award reasonable attorneys' fees and costs and expenses to the prevailing party. In no event, however, shall the arbitrator make an award on the basis of the principles of equity. The construction and interpretation of this Agreement shall be governed by the laws of the State of ~~Louisiana~~ **Florida**.

Section 19: Notices

§19.1 Except as otherwise provided in Section 19.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed using the information provided in Section 19.3 and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in this Agreement.

§19.2 Notices of claims or disputes shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§19.3 Notices shall be provided to the following representatives of the Parties:

To: Lemoine Disaster Recovery, LLC
Attn: Lori Vogel

To: Customer
Attn: Andrew Sexton

Section 20: Termination

§20.1 Termination for Convenience- Either party may terminate this Agreement or an EWA for convenience upon 30 days' written notice to the other Party. In the event of a termination by Customer for convenience, Customer shall pay LEMOINE for all Work executed; and all costs incurred by reason of such termination, including, but not limited to, demobilization costs, administrative costs in preparing the final billing for the Work and any costs attributable to the termination of any subcontracts.

§20.2 Termination for Cause- Either party may also terminate the Agreement or an EWA for cause upon a material breach of the Agreement by the other party, provided that the breaching party does not cure the breach within seven (7) days after written notice of such breach. In the event of a termination by Customer for cause, Customer shall pay LEMOINE for all Work executed.

Notwithstanding the foregoing provision, LEMOINE shall have the right to cancel, cease or postpone any incomplete work without notice to Customer in the event that Customer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, does not pay LEMOINE, or becomes unable to meet its financial obligations in the normal course of business.

Section 21: Insurance

§21.1 During the term of this Agreement, the Parties agree to maintain the insurance coverages set forth in **Exhibit B**.

Section 22: Miscellaneous Provisions

§22.1 Non-Waiver- No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

§22.2 Statutory Employer- Customer and LEMOINE recognize, acknowledge and agree that in all cases where LEMOINE's employees (defined to include subcontractors of LEMOINE and their subcontractors' direct, borrowed, special, or statutory employees) are performing Work in the State of Louisiana or are otherwise covered by the Louisiana Workers' Compensation Act, La. R.S. Section 23:1021 et seq., the Work being performed by LEMOINE is an integral part of and is essential to the ability of the Customer to generate Customer's goods, products and services for the purpose of La. R.S. Section 23:1061 (A)(1), and LEMOINE and Customer agree that Customer is the statutory employer of the LEMOINE's employees for the purposes of La. R.S. Section 23:1061 (A)(3), and that Customer shall be entitled to the protections afforded a statutory employer under Louisiana law. LEMOINE shall remain primarily responsible for the payment of all workers' compensation and medical benefits to and/or on behalf of LEMOINE's employees and shall not be entitled to seek contribution for any such payments from Customer. LEMOINE further agrees that it will defend, indemnify, release and hold Customer harmless from any such payments or liability.

§22.3 Severability- The invalidity of any provision of the Contract Documents shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§22.4 Drafting Party- Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

§22.5 Captions- The captions and headings of this Agreement are intended for convenience and reference only and do not affect the construction or meaning of this Agreement.

§22.6 Non-Assignment of Agreement- Customer shall not assign this Agreement to another party without the written consent of LEMOINE.

§22.7 Entire Agreement- This Agreement constitutes the entire agreement and understanding between LEMOINE and Customer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Customer and LEMOINE.

EXECUTED AT _____, _____ **ON** _____, _____, 20____.
COUNTY/PARISH STATE MONTH DAY

CUSTOMER
AUTHORIZED REPRESENTATIVE

LEMOINE DISASTER RECOVERY, LLC
LEMOINE
AUTHORIZED REPRESENTATIVE

Mike Rice - President

PRINT NAME & TITLE

SIGNATURE

WITNESS

PRINT NAME & TITLE



SIGNATURE



WITNESS

ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A-TIME AND MATERIAL RATE SCHEDULE-STANDARD RATES 2025

EXHIBIT B-LEMOINE STANDARD INSURANCE REQUIREMENTS

EXHIBIT C-FEDERAL COMPLIANCE PROVISIONS

EXHIBIT A

TIME AND MATERIAL RATE SCHEDULE-STANDARD RATES 2025

EXHIBIT B

LEMOINE STANDARD INSURANCE REQUIREMENTS

EXHIBIT C
FEDERAL COMPLIANCE PROVISIONS

EXHIBIT 1- FEDERAL COMPLIANCE PROVISIONS (TERMS REQUIRED FOR CUSTOMER REIMBURSEMENT)

1. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

(2) 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Customer so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they

may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Customer agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Customer under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Customer; and refer the case to the Department of Justice for appropriate legal proceedings.

2. COMPLIANCE WITH THE DAVIS-BACON ACT

When required by Federal program legislation, all transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pg. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

3. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

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

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

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to Customer and understands and agrees that Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to Customer and understands and agrees that Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. DEBARMENT AND SUSPENSION

By signing and submitting its bid or proposal and signing this Contract, the contractor agrees to comply with the following:

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

7. BYRD ANTI-LOBBYING AMENDMENT

The contractor and all its subcontractors, if any, under this Contract shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). The contractor hereby certifies 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. The contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. In compliance with the Byrd Anti-Lobbying Amendment, the contractor will execute the Certificate Regarding Lobbying included with this Agreement as Appendix 1. The contractor shall require all subcontractors to comply with this clause and execute the Certificate Regarding Lobbying.

8. PROCUREMENT OF RECOVERED MATERIALS

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

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

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

C. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

9. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (C) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (D)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The contractor shall report the following information pursuant to paragraph (D)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (D)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

10. DOMESTIC PREFERENCES FOR PROCUREMENT

As required by 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), unless the required resource is not readily or reasonably available, cannot be provided within the necessary timeframe, or is not cost-reasonable to be procured domestically. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under the award.

11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Customer and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (5) The contractor agrees to retain all records for a period of not less than five years after the termination date of this contract

12. DHS SEAL, LOGO AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

14. NO OBLIGATION BY FEDERAL GOVERNMENT

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

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

16. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. §200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The contractor will execute the certificate included with this Agreement as Appendix 2.

17. TERMINATION FOR CAUSE

In addition to the parties' right to terminate without cause provided for in Section 5 of the Terms and Conditions (Schedule C), either party may also terminate the Agreement for cause upon a material breach of the Agreement by the other party, provided that the breaching party does not cure the breach within seven (7) days after written notice of such breach. In the event of a termination by Customer for cause, Customer shall pay Consultant for all Work executed.

18. DEFAULT REMEDIES

Should the contractor violate or breach the terms of this Agreement, Customer shall be entitled to request specific performance by the contractor as equitable relief. In the alternative, subject to the provisions set forth in the Terms and Conditions (Schedule C) including, but not limited to, Sections 10 (Limitation of Liability) and 11 (Waiver of Consequential Damages), Customer may seek any administrative or legal remedies available to it under the applicable jurisprudence, laws and regulations.

19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 Agreement shall forthwith be physically amended to make such insertion or correction.

APPENDIX 1

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

APPENDIX 2

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

The Code of Federal Regulations Title 2 Part 200.321, requires the Recipient, Sub-Recipient, and Prime Contractor to take all necessary affirmative steps to assure that minority-owned and women-owned businesses are afforded contracting opportunities. This policy applies to all contracts, subcontracts and procurements for services (including engineering and legal), supplies, equipment, and construction. The goal of this policy is to make MBE/WBE firms aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

To achieve this goal, the contractor agrees to adhere to the following affirmative steps, otherwise known as "six good faith efforts," in the procurement of goods or services under this agreement:

1. Include qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Ensure that small and minority and women's businesses are solicited whenever they are potential sources of products or services to be bid;
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's businesses (i.e. provide alternative bidding scenarios);
4. Establish delivery schedules to encourage participation by small and minority and women businesses (i.e. timing and flexibility);
5. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency, U.S. Department of Commerce;
6. Require any subcontractors to take affirmative steps as outlined in items one through five above to subcontract with small and minority and women's businesses, if any subcontracts are awarded.

“Good Faith” Effort Compliance Documentation

The Recipient, Sub-Recipient, Prime Contractors, and Subcontractors must provide documentation to support a “good faith” effort in the solicitation of MBE and WBE firms only. A Prime Contractor is a business concern that enters into written agreements directly with the Recipient which includes agreements to provide services (including engineering and legal), supplies, equipment and construction. The submission of documentation to support a “good faith” effort in the solicitation of Small Business Enterprise is not required; however, the Company and Consultant must maintain this documentation in their files for possible future reference. Documentation may include the following:

1. Copies of announcements/postings in newspapers or other media for specific contracting/subcontracting opportunities. Include language in announcements/postings that MBE/WBE firms are encouraged to bid.
2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications or minority media that target MBE and/or WBE firms.
3. Documentation of sources used to identify potential MBE/WBE firms.
4. Documentation of contacts with MBE/WBE firms, including the firm name, address, telephone number dates of phone calls, letters and the contract results.
5. Copies of direct solicitation letters sent to all MBE/WBE firms.
6. Copies of the MBE/WBE certification documentation for ALL proposed prime and subcontractor MBE/WBE firms.
7. Documentation showing Consultant has made the six good faith efforts to seek qualified MBE/WBE subcontracts - to the extent they use subcontractors.

Searches should be done of potentially qualified MBW/WBE businesses. From these lists, identify those businesses in your area to directly solicit. Solicit businesses that you would reasonably expect to respond and submit a quote. To ensure the Recipient is given credit for good-faith outreach efforts, the Recipient should document the searches executed and the results of the searches, describe criteria used to determine who on the list(s) to directly solicit (probably area code or distance) and describe any other resources used to seek qualified MBE/WBE firms to solicit. The Recipient must pass the outreach guidance to Prime Contractors, and in turn Subcontractors, because they are likewise required to make good faith outreach efforts when searching of MBE/WBE subcontractors. Subcontractors are also required to document their outreach efforts just as project owners are.

Organization Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date