

State of Louisiana**CONTRACT FOR PROFESSIONAL SERVICES**

BE IT KNOWN, that on this ____ day of _____, 2018, the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as “CPRA” or “State”) and **(Enter name and address)** (hereinafter referred to as “ENGINEER” or “Prime Firm”), do hereby enter into a contract under the following terms and conditions:

1. PROJECT IDENTITY AND DESCRIPTION

The Mid-Breton Sediment Diversion Project (“MBrSD” or the “Project”), which shall be identified by Project Number BS-0030, consists of a diversion from the Mississippi River, in the vicinity of Wills Point, Louisiana, for the purpose of capturing sediment from the Mississippi River in order to build and maintain land in the middle portion of Louisiana’s Breton Sound Basin.

The “ENGINEER” is defined as the prime firm of the DESIGN TEAM for the Mid-Breton Sediment Diversion Project. The DESIGN TEAM consists of the selected prime firm and sub-consultants to engineer and design the Project. ENGINEER will provide the services set forth in Scope of Services (Enclosure 1) which generally consists of engineering and design, surveying, technical support services, and final design for the Project.

In order to deliver the construction of the Project, CPRA will utilize a Construction Manager at Risk (“CMAR”). The CMAR will be selected by CPRA through a separate, future RFQ selection process and separate contract, in accordance with La. R.S. 38:2225.2.4. ENGINEER will collaborate with the selected CMAR throughout the design phase of the Project regarding constructability and cost with the objective of reaching a final design and maximum price for the Project.

2. GOALS

ENGINEER will be expected to advance the CPRA’s mission by providing timely, cost-effective professional Engineering, Surveying and Geotechnical services based on standards, best practices and sound engineering principals in areas of work such as civil, structural, hydraulic, hydrologic, geotechnical, environmental, sanitary, electrical, mechanical, surveying, mapping, CAD and architectural design.

3. OBJECTIVE

The objective of this Contract is to complete the engineering and design for the Project and proceed into the construction phase of the Project.

4. PERFORMANCE MEASURE

Performance will be measured by the ENGINEER's progress towards and satisfactory completion of each authorized task.

5. TERM OF CONTRACT

This Contract shall begin on _____, 2018 and shall terminate on _____, 2021.

6. SCOPE OF SERVICES

ENGINEER hereby agrees to furnish services as outlined in Attachment A, Scope of Services. The ENGINEER will prepare, complete, and coordinate all construction documents that detail the design in order to procure, permit, and construct the project.

The ENGINEER will deliver the design services while coordinating with CPRA, the CMAR, and contractors and consultants employed directly by CPRA. In order to optimize the schedule and delivery of the Project infrastructure by the CMAR, components developed by the ENGINEER may be strategically pulled into Guaranteed Maximum Price (GMP) packages for the CMAR construction and CMAR early works construction depending on the status of the required Environmental Impact Statement (EIS), permitting, and Section 408 permission. This approach is intended to keep the design progressing while making components on the critical path (early start construction activities) available to the CMAR for bidding and construction.

The ENGINEER will work collaboratively with the CMAR to deliver work products consistent with the budget, schedule, scope, and quality guidelines of the Project. Notwithstanding any other provision of any contract term between the ENGINEER and the CPRA, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Contract will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality.

7. COMPENSATION AND RETAINAGE

In consideration of the services described above, CPRA hereby agrees to pay the ENGINEER an amount not to exceed \$------. Payment will be in accordance with the work tasked as described in Paragraph 8 herein.

The Contract Monitor may require a withholding from amounts due of up to 5 percent only if the Contract Monitor determines that such a withholding is necessary to protect the State's interest and ensure satisfactory completion of the contract. The amount withheld shall be determined based upon the ENGINEER's performance record under this Contract. Whenever the Contract Monitor determines that the work is complete and that the amount retained is in excess of the amount adequate for the protection of the State, the Contract Monitor shall release the excess amount to ENGINEER.

8. TASK ORDERS AND NOTICE TO PROCEED

Work under this Contract will be issued by task to ENGINEER. ENGINEER shall proceed with work upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a “not to exceed” amount for compensation for the specific task(s)/services to be provided, with the total amount of all task orders not to exceed the Compensation set forth in Paragraph 8 herein.

ENGINEER shall only proceed with work upon receipt of a written Notice to Proceed and not sooner.

9. CONTRACT MONITOR

Brad Barth or his CPRA designee shall serve as Contract Monitor for this Project. The Contract Monitor will serve as liaison between ENGINEER and CPRA, and perform various duties which are specifically provided for in this Contract and Attachment A.

10. PAYMENT TERMS

Payments will be made only upon the approval of the Contract Monitor. Payment to ENGINEER for services rendered shall be made according to the following:

Invoices shall be submitted monthly for actual cost incurred according to the rate sheet contained in Attachment B. Unless otherwise indicated in writing on the Notice to Proceed for a task, rates are inclusive of all travel related costs, which includes airfare, meals, lodging and mileage. Rates are also inclusive of all supply costs normally associated with the delivery of services, including but not limited to computers, field sampling supplies, office supplies, copies, and routine safety equipment and materials. If a task requires specialized equipment or materials, the Contract Monitor may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor in writing prior to the ENGINEER incurring these costs.

A progress report shall be submitted by the ENGINEER with each invoice for payment on the Invoice Progress Report Form and Certification (Attachment C). Each invoice submitted by the ENGINEER should be in accordance with Section 2.2 Project Accounting of Attachment A, Scope of Services and in the format consistent with Attachment C.

After submission of the invoice, progress report and supporting documentation, CPRA agrees to complete each invoice review within thirty (30) days and will issue payment on approved invoices within thirty (30) days of approval.

11. FISCAL FUNDING AND NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the availability of funds and the appropriation of funds to fulfill the requirements of the Contract by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if the allocation is rescinded or reduced, or the appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction

is to provide insufficient monies for the continuation of the Contract, then Contract shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

No authority exists for payments which exceed the maximum contract amount (not to exceed amount) except through written amendment prior to the expiration date of the Contract.

12. EQUITABLE ADJUSTMENT/CHANGE ORDERS

The ENGINEER will be entitled to an equitable adjustment of the compensation outlined in Paragraphs 7 and 10 herein and pursuant to La. R.S. 39:1661. The purpose of such equitable adjustment is to keep ENGINEER whole when CPRA makes changes to the scope of work or unforeseen conditions / issues arise. Requests for Equitable Adjustment (“REA”) by ENGINEER must be accompanied by a detailed statement of the change in scope or unforeseen condition or issue which gives rise to the REA, a statement of cause and effect and a detailed accounting of the REA. The REA shall be submitted to the Contract Monitor for approval. If the REA is partially approved or disapproved, ENGINEER can appeal this decision to the CPRA Executive Director prior to initiating a remedy under R.S. 39:1672, et.seq.

13. SUSPENSION OR TERMINATION FOR CONVENIENCE OF THE OWNER

This Contract may be suspended or terminated for the convenience of the State for any reason whatsoever in accordance with La. R.S. 39:1661. CPRA shall give thirty (30) days’ written notice to ENGINEER in the event of suspension or termination for the convenience of the State.

If the Contract is terminated for convenience ENGINEER shall be entitled to payment for all uncompensated deliverables in progress in accordance with Paragraph 10 herein to the extent work has been performed satisfactorily.

If the Contract is suspended for convenience, ENGINEER shall resume no later than thirty (30) days after CPRA provides ENGINEER with a written notice of intent to resume work. During any suspension of the Work, ENGINEER shall only be entitled to reasonable Project related expenses, to be negotiated at the time of the event. Should the State terminate or suspend the Contract for convenience, ENGINEER may submit a REA in accordance with Paragraph 12 herein.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

ENGINEER shall be fully liable for the actions of its agents, employees, partners, subcontractors, and other persons under its control, and shall fully indemnify and hold the State harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by ENGINEER, its agents, employees, partners, subcontractors, or other persons under its control, without limitation, provided however that ENGINEER shall not indemnify CPRA for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the State, and its agents, employees, partners, subcontractors, or other persons under its control.

Neither party shall be liable for any delay or failure in performance beyond its control including those resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

15. INSURANCE

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

ENGINEER's Insurance: A Notice to Proceed will not be issued until ENGINEER has obtained all insurance required herein and provided the Contract Monitor with the appropriate Certificates of Insurance, fully executed by officers of the Insurance Company written and countersigned by CPRA. The ENGINEER shall not allow any subcontractor to commence work on his subcontract until all insurance required for the subcontractor has been obtained. If so requested, the ENGINEER shall also submit copies of insurance policies for inspection and approval of CPRA and the Office of Risk Management before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to CPRA and consented to by CPRA in writing. CPRA and the State of Louisiana shall be named as additional insureds on all required policies as set forth below including the insurance policies of all of ENGINEER's subcontractors.

Workers' Compensation Insurance: ENGINEER shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the ENGINEER's employees employed at the site of the project. In case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of ENGINEER's employees, unless such employees are covered by the protection afforded by the ENGINEER. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the ENGINEER shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: ENGINEER shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect ENGINEER, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with per occurrence and aggregate limits of no less than \$5,000,000 and \$10,000,000 respectively.

Errors and Omissions: ENGINEER shall be responsible to maintain Errors and Omissions insurance coverage with limits of no less than \$10,000,000 per occurrence and \$20,000,000 aggregate. This Errors and Omissions coverage must be maintained throughout the entirety of the term of this Contract.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the ENGINEER, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles and Watercraft: The ENGINEER shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any licensed and non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the ENGINEER or his subcontractors.

If watercraft is engaged and/or utilized in any operations performed under this Contract, the ENGINEER shall maintain Watercraft Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall be maintained during the life of this Contract, and cover the use of any licensed and non-licensed watercraft engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified. If the watercraft engaged and/or utilized in any operations performed under this Contract is not owned and/or operated by the ENGINEER, then the ENGINEER shall require that any and all such subcontractors take and maintain the Watercraft Liability Insurance as prescribed and required by this Paragraph.

Subcontractor's Insurance: ENGINEER may require subcontractors and sub-consultants to obtain Workers' Compensation, General Liability or Errors and Omissions insurance with coverage limits in amounts deemed necessary and appropriate by ENGINEER. To the extent that such policies of insurance are required by ENGINEER, ENGINEER shall require that CPRA and the State of Louisiana be named as additional insureds.

16. CLAIMS FOR LIENS

The ENGINEER shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the ENGINEER in connection with the performance of its obligations under this Contract.

17. TAXES

ENGINEER hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be ENGINEER's obligation and identified under Federal Tax Identification Number. _____.

18. COST RECORDS

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the ENGINEER and any subcontractors which are reasonably related to the Contract.

The ENGINEER and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, the Inspector General, the Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

19. OWNERSHIP

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

CPRA encourages the use of data collected under its contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the CPRA, Contract Monitor prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Contract Monitor for review and approval prior to its release.
- C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

20. AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the ENGINEER which relate to this Contract in accordance with La. R.S. 24:513.

21. ASSIGNABILITY

ENGINEER shall not assign any interest in this Contract by assignment, transfer, novation, or any other way, without prior written consent of the CPRA. This provision shall not be construed to prohibit the ENGINEER 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 CPRA.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

23. NO THIRD-PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Contract.

24. CODE OF ETHICS

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

25. COMPLIANCE WITH STATE AND FEDERAL LAW

The ENGINEER and any subcontractor(s) must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*). ENGINEER further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

Further, the ENGINEER and its employees, subcontractors, and agents shall be responsible to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

26. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The ENGINEER shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The ENGINEER shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

27. NON-DISCRIMINATION CLAUSE

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

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

28. VETERANS AND HUDSON INITIATIVES

CPRA fully participates in and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as "LaVets" and "SEs" respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianafoward.com>.

29. SUBCONTRACTORS

The ENGINEER agrees to obtain written approval from CPRA prior to subcontracting any part of the services specified in Enclosure 1. The ENGINEER shall include, in any subcontract, the provisions contained in this Contract. The ENGINEER shall submit requests for approval, accompanied by copies of proposed subcontracts, to the CPRA Contract Monitor. The ENGINEER further agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

30. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

ENGINEER certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

ENGINEER agrees to secure from any subcontractor(s) for the captioned project certification that such subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

ENGINEER shall provide immediate notice to the CPRA in the event of it or its subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that ENGINEER or its subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of Paragraph 31 herein, or take such other action it deems appropriate under this Contract.

31. TERMINATION FOR CAUSE

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

Notwithstanding the above, the ENGINEER will not be relieved of liability to the CPRA for damages sustained by the CPRA by virtue of any breach of the Contract by the ENGINEER, and the CPRA may withhold any payments to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the CPRA from the ENGINEER is determined.

32. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding anything in this Agreement to the Contrary, it is agreed that neither party shall be liable in any event for any special or consequential damages suffered by either ENGINEER or CPRA arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

33. DISPUTES AND GOVERNING LAW

Before ENGINEER may bring suit in any court concerning any issue relating to this Contract, such party must first elevate the dispute in accordance with the Issue Resolution Matrix attached hereto as Attachment D. The Executive Director of CPRA shall have final dispute resolution authority. Thereafter any claim or controversy arising out of this Contract shall be resolved under the provisions of LSA - R.S. 39:1672.2-1672.4.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

34. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by all parties, and approved by the Division of Administration, Office of State Procurement.

35. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement.

36. CODE OF ETHICS

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

37. ANTI LOBBYING

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

38. SEVERABILITY

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

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

40. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, inclusive of all task orders issued, shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Statement of Interest and Qualifications and the Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2018.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority

Signature

By: _____

Michael R. Ellis
Executive Director

(Print Name)

Signature

(Print Name)

WITNESSES SIGNATURES:

ENGINEER NAME:

Signature

By: _____

(Print Name)

(Print Name)

Signature

(Print Title)

(Print Name)