

State of Louisiana
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as “CPRA”) and **(ENTER NAME AND ADDRESS)** (hereinafter referred to as “Contractor”), do hereby enter into a contract under the following terms and conditions:

1. PROJECT IDENTITY AND DESCRIPTION

2. GOALS

The goal of this contract is 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 issue task orders on an as-needed basis for engineering and related services, which are required to implement the projects as provided for in the Coastal Protection and Restoration Authority’s Master Plan and Annual Plan.

4. PERFORMANCE MEASURE

Performance will be measured by the assigned contractor’s progress towards and satisfactory completion of the task. Each invoice submitted by the contractor has a monitoring report attached.

5. TERM OF CONTRACT

This Contract shall begin on January 1, 2020 and shall terminate on December 31, 2022.

6. SCOPE OF SERVICES

Contractor hereby agrees to furnish services as outlined in Attachment A, “Scope of Services.”

7. COMPENSATION

In consideration of the services described above, CPRA hereby agrees to pay the Contractor an amount not to exceed \$_____. Payment will be in accordance with the work tasked as described in Clause 8 (Notice to Proceed).

8. NOTICE TO PROCEED

Work will be tasked under an executed contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration, Office of State Procurement. Contractor 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.

9. CONTRACT MONITOR

<Insert Name> of CPRA, or his designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and CPRA.

10. PAYMENT TERMS

Payments will be made only on the approval of Jerry Carroll, or his/her designee. Payment to Contractor for services rendered shall be made according to the following:

Invoices shall be submitted monthly for actual cost incurred according to the rate sheet(s) contained in Attachment A. Rate sheet(s) include a negotiated Office Rate and Field Rate for each of the labor categories. The Office Rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including but not limited to standard equipment, computers, field sampling supplies, office supplies, copies, and routine safety equipment and materials). The Field Rate shall consist of the items described in the Office Rate plus be inclusive of lodging, travel and per diem. All other expenses, such as third party charges, equipment and material rentals, etc., will be negotiated for each Task Order and reimbursed at cost. Rates for specialized equipment should be submitted on a separate rate sheet. Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates mentioned above for the actual work performed on the Task Order or a negotiated lump sum compensation. Furthermore, if a task order requires labor categories, specialized equipment, or materials other than those approved at the time of contract execution, CPRA, in consultation with the Contractor, can modify the rate sheet(s) in Attachment A to add additional labor categories, specialized equipment, or materials. Such additions will be negotiated in writing with the Contractor. Approval must be granted by the Contract Monitor or his designee prior to the Contractor incurring the cost.

A monitoring report shall be submitted by the Contractor with each invoice for payment on Form CPRA-MR, Attachment B.

A Subcontractor Report, Attachment C, should be submitted by the Contractor with each invoice for payment, to be used for informational purposes only by CPRA.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum contract amount except through written amendment prior to the expiration date of the contract.

11. FISCAL FUNDING

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

monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

Contractor 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 Contractor, its agents, employees, partners, subcontractors, or other persons under its control, without limitation, except that Contractor shall not indemnify 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 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.

13. INSURANCE

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

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana 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 the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. 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 Contractor 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: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, 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. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. 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 combined single limits of no less than \$1,000,000.

Errors and Omissions: Contractor shall be responsible to maintain Errors and Omissions coverage with limits of no less than \$1,000,000.00. 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 Contractor, 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 Contractor 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 Contractor or his subcontractors.

If watercraft is engaged and/or utilized in any operations performed under this Contract, the Contractor 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 Contractor, then the Contractor 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: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

14. CLAIMS FOR LIENS

The Contractor 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 Contractor in connection with the performance of its obligations under this Contract.

15. TAXES

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

16. 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 Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor 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, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

17. OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Contractor by CPRA shall remain the property of the State, and shall be returned by Contractor to CPRA, at Contractor'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 Contractor in connection with the performance of the services contracted for herein

shall become the property of CPRA, and shall, upon request, be returned by Contractor to CPRA, at Contractor'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, Project Support Manager 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 Project Support Manager 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.
- D. In order to make all CPRA contract deliverables consistent, the "Recommended Citation" on any final contract deliverables, documents, or reports shall use the contracted company name and not individuals as the author. If the respective company prefers, they can add a section entitled "Contributing Authors" or "Acknowledgements" to more explicitly list or give credit to the individual authors who have worked on the project/study.

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

18. 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 Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

19. ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CPRA.

20. SUCCESSORS AND ASSIGNS

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

21. 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 Agreement.

22. CODE OF ETHICS

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

23. COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors 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.*). Contractor 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).

Contractor agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of the Grant Funds from the RESTORE Act's Trust Fund, including without limitation Sections H., I. and N. of the RESTORE Council's Financial Assistance Standard Terms and Conditions, 2 C.F.R. part 200 Subpart E – Cost Principals, 2 C.F.R. § 200.331, 2 C.F.R. § 200.333, 31 C.F.R. § 34.506, and 31 C.F.R. § 34.507, including but not limited to Appendix II of 2 C.F.R. Chapter II, Part 200 (1-1-14) attached hereto as Attachment D. Contractor and its lower tier subrecipients/consultants/contractors/subcontractors shall act in good faith to supply the STATE, the RESTORE Council and/or the U.S. Department of Treasury with any supporting material or documentation needed for release of the Grant Funds or for legal compliance.

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

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

25. DISCRIMINATION CLAUSE

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

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

26. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

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

27. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor agrees to ensure that Disadvantaged Business Enterprises (“DBEs”) have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform services relating to this Contract. (Attachment E)

The following good faith efforts for utilizing DBEs are required:

- A. Solicitations for products or services shall be sent to firms/individuals listed as DBEs.

- B. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
- C. Where feasible, establish delivery schedules which will encourage DBE participation.
- D. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBEs.
- E. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- F. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contractor shall submit to the Project Manager a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary Form attached hereto as Attachment F, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full terms of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to finance this Contract, and which is in effect as of the beginning date of the contract term. Additionally, the Contractor agrees to abide by all applicable State and Federal laws, policies, and regulations that govern the use of Disadvantaged Business Enterprises.

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.louisianaforward.com>.

29. SUBCONTRACTORS

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

30. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Contractor 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.

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project certification that such contractor(s) and 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.

Contractor shall provide immediate notice to the CPRA in the event of it or its contractor(s) or any 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 Contractor or its contractor(s) or any 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 the article in this agreement entitled TERMINATION FOR CAUSE, 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 Contractor to comply with the terms and/or conditions of the Contract; provided that the CPRA shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of 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 Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor 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 Contractor 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 Contractor 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 Contractor, and the CPRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the CPRA from the Contractor is determined.

32. TERMINATION FOR CONVENIENCE

The CPRA may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

33. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

Any violations of 29 C.F.R. part 3 “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

34. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4.

35. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. 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.

36. ANTI LOBBYING

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

37. 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.

38. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the contract shall forthwith be amended to make such insertion or correction.

39. AGREEMENT APPROVAL

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

40. 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the date indicated below.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority

Signature

By: _____

Lawrence B. Haase
Executive Director

(Print Name)

WITNESSES SIGNATURES:

CONTRACTOR:

Signature

By: _____

(Print Name)

(Print Name)

(Print Title)