

INTERAGENCY CONTRACT
Between
THE STATE OF LOUISIANA
Through the
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT
And
THE STATE OF LOUISIANA
Through the
COASTAL PROTECTION AND RESTORATION AUTHORITY

P.O. 2000 437538

THIS CONTRACT is made between the State of Louisiana through the Office of Community Development, Disaster Recovery Unit (“OCD/DRU”) and the State of Louisiana through the Coastal Protection And Restoration Authority (“CPRA ”), collectively referred to herein as “Party” or “Parties”, under the following terms and conditions.

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OFFICE OF
COMMUNITY DEVELOPMENT
2019 JUL 19 AM 11:28
DISASTER RECOVERY UNIT

1. SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

To facilitate the collection of Topographic Lidar of the entire state by the Louisiana Department of Transportation and Development, CPRA will collect Aerial Lidar for 6,289 square miles. Every effort will be made to provide data at a Quality Level One (QL1)

1.2 STATEMENT OF WORK

Further details of the Statement of Work are contained in Attachment I, Statement of Work, attached hereto and made a part hereof.

1.2.1. INTRODUCTION

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, and establishes the responsibilities for accomplishing these tasks.

1.2.2. GOALS AND OBJECTIVES

The goal of this Contract is to improve floodplain management across the State.

The objective is to collect Lidar data to input into the comprehensive watershed-based floodplain program

1.2.3. PERFORMANCE MEASURES

MONITORING PLAN

The OCD/DRU shall appoint a State Program Manager (SPM) for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding any responsibility of CPRA for management during the performance of this Contract, the assigned SPM shall be the principal point of contact on behalf of the OCD/DRU and will be the principal point of contact for CPRA concerning CPRA's performance.

The SPM will monitor the services provided by the CPRA and expenditure of funds under the contract. The SPM will also be primarily responsible for the day-to-day monitoring of the CPRA's performance. CPRA agrees to submit to the OCD/DRU, on a schedule and dates to be agreed upon by the CPRA and OCD, but not less than every six months, a report of project progress in a format to be provided by the OCD/DRU.

2) The SPM will approve all invoices prior to payments being made in accordance with Attachment II, Payment Schedule.

DELIVERABLES

The Contract will be considered complete when CPRA has delivered and OCD/DRU has accepted all deliverables specified in Attachment II, Payment Schedule.

SUBSTITUTION OF KEY PERSONNEL

CPRA agrees to inform OCD/DRU in writing of any replacement of CPRA personnel assigned to this Contract within a reasonable amount of time following any such replacement. In the event that any OCD/DRU or CPRA personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the OCD/DRU's or CPRA's reasonable control, as the case may be, the OCD/DRU or the CPRA shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

2 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall commence on March 1, 2019 and shall end on February 28, 2022.

2.2 TAXES

CPRA is responsible for payment of all applicable taxes from the funds to be received under this contract. CPRA's federal tax identification number is 30-0636591, DUNS # 114376135.

2.3 COPYRIGHT

No materials, including but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to CPRA for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright is the property of and all rights shall belong to the OCD/DRU.

Software and other materials owned by CPRA prior to the date of this Contract and not related to this Contract shall be and remain the property of CPRA.

The OCD/DRU will provide specific project information to CPRA necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to CPRA by the OCD/DRU shall remain the property of the OCD/DRU and shall be returned by CPRA to the OCD/DRU, upon request, at termination, expiration or suspension of this Contract.

2.4 COVENANT AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST

CPRA shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the OCD/DRU shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of CPRA, or agents, member of the governing body of CPRA or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit, which is part of this Contract.

However, upon written request of CPRA, the OCD/DRU may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the OCD/DRU determines that undue hardship will result either to CPRA or the person affected by applying the prohibition, and that the granting of a waiver is in the public interest. No such request for exception shall be made by CPRA which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

2.5 SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

CPRA agrees to send to each labor organization or representative of workers with which CPRA has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of CPRA's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

CPRA agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. CPRA will not subcontract with any subcontractor where CPRA has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

CPRA will certify that any vacant employment positions, including training positions, that are filled (1) after CPRA is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent CPRA's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307 also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to

the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

CPRA 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 CPRA agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

2.7 CODE OF ETHICS

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

2.8 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

2.9 CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS

CPRA agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD/DRU recognizes that CPRA is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Contract.

2.10 ENERGY EFFICIENCY

CPRA shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to CPRA and its Subcontractors.

2.11 ELIGIBILITY STATUS

CPRA, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

CPRA has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

2.12 DRUG-FREE WORKPLACE REQUIREMENT

CPRA hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between CPRA and any third parties using funds under this Contract in accordance with 48 FAR part 23.500, et seq.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, OCD/DRU hereby agrees to pay to CPRA a maximum amount of **\$2,312,117**.

Payments may be requested by the CPRA upon final approval of the Contract by the Office of State Procurement and in accordance with Attachment II, Payment Schedule. The Parties may agree, in writing, to a revision of costs in Attachment II; provided however, that in no case shall any such revisions exceed the total amount under the Contract.

No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished. Eligible travel costs shall be reimbursed in accordance with PPM49 if provided for in Attachment II.

Payments are predicated upon successful completion efforts and written approval by OCD/DRU of the described tasks and deliverables as provided in the Contract. Payments will be made to the CPRA after written acceptance of deliverables(s) by OCD/DRU.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095, attention Candace Watkins. OCD/DRU will make every reasonable effort to make payments within 30 work days of the receipt of the invoice.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

The OCD/DRU may, after giving reasonable written notice specifying the effective date, suspend or terminate this Contract in whole or in part if CPRA materially fails to comply with any term of this Contract, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of CPRA to fulfill in a timely and proper manner the obligations under this Contract;
3. Submission by CPRA of reports to the OCD/DRU, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided CPRA is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Contract.

If, through any cause, CPRA shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Contract, or if CPRA shall violate any of the covenants, Contracts, or stipulations of this Contract, the OCD/DRU shall thereupon have the right to terminate this Contract by giving written notice to CPRA of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

4.2 TERMINATION FOR CONVENIENCE

The OCD/DRU may terminate the Contract in whole or in part at any time by giving at least thirty (30) days prior written notice to CPRA. Upon receipt of notice of termination from OCD/DRU, CPRA shall, unless the notice directs otherwise, immediately discontinue work and placing orders for materials, facilities, services and supplies in connection with the performance of this Contract. CPRA shall be entitled to payment on requests for services performed up to the date of termination contained within the notice, to the extent that requests represent activities satisfactorily completed under the terms of this Contract.

CPRA may terminate the Contract in whole or in part at any time by giving at least thirty (30) days prior written notice to OCD/FRU, such written notification to the setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, if OCD/DRU determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Termination/Suspension for Cause provision of this Contract or the foregoing paragraph of this Termination for Convenience provision.

4.3. TERMINATION DUE TO UNAVAILABLE FUNDING

The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to the OCD/DRU to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD/DRU for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. CPRA shall be paid for all authorized services properly performed prior to termination.

4.4 OBLIGATIONS GOVERNING USE OF CDBG FUNDS SURVIVE TERMINATION

Termination of this Contract under any of the foregoing provisions 4.1 through 4.3 shall not alter or diminish CPRA's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Contract and/or cease any of CPRA's obligations that survive the termination of this Contract. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to the CPRA in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by CPRA under this Contract; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Contract. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Contract (i.e. indemnification, etc.).

4.5. PAYMENT UPON TERMINATION

Except as in the event of termination or suspension for cause under Paragraph 4.1 above, CPRA shall be entitled to payment on invoices submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Contract.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent that the CPRA is permitted to and utilizes the services of any third parties in performance of CPRA's duties and obligations under this Contract, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold CPRA and the OCD/DRU harmless and defend and indemnify CPRA and the OCD/DRU from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor and/or subcontractor's performance or nonperformance of the services.

6 NO ASSIGNMENT

CPRA shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the OCD/DRU. This provision shall not be construed to prohibit the CPRA from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OCD/DRU and the Office of State Procurement.

7 APPLICABLE LAW, REMEDIES, AND VENUE

This Contract shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Contract shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

8 FUND USE

CPRA 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.

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

9 NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal contractor prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party who (or whose contractor) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

10 AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS

This Contract may not be amended, supplemented, or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement, or modify this Contract. No oral understanding or Contract not incorporated into the Contract is binding on any of the Parties.

11 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any

other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

12 LEGAL AUTHORITY

CPRA assures and guarantees that it possesses the legal authority to enter into this Contract, receive funds, authorized by this Contract and to perform the services the CPRA is obligated to perform under this Contract.

13 NOTICES

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section:

If to OCD/DRU:

Executive Director
State of Louisiana
Division of Administration
Office of Community Development
Disaster Recovery Unit
Mailing Address: P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
(225) 219.9600 (fax) (225) 219.9605

If to CPRA:

Sam Martin, PMP
Executive Management Officer
Coastal Protection and Restoration Authority
150 Terrace Avenue, 70802
P.O. Box 44027
Baton Rouge, La. 70804-4027
225.342.9025 (office)
225.252.9913 (cell)

14 RIGHT TO AUDIT

It is hereby agreed that the OCD/DRU, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall

have the option of auditing all records and accounts of CPRA and/or its subcontractors that relate to this Contract at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing CPRA or subcontractor, as appropriate, with reasonable advance notice. CPRA and its subcontractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by CPRA or subcontractor, as appropriate.

Failure of CPRA and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD/DRU's option, result in the withholding of future payments and/or return of funds paid under this Contract.

CPRA shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of OCD/DRU's federal grant providing the funds for this Contract. CPRA will be notified of the grant closeout date by OCD/DRU. Records shall be made available during normal working hours for this purpose.

15 SUBCONTRACTORS

The CPRA may, with prior written permission from the OCD/DRU, enter into subcontracts with third parties for the performance of any part of the CPRA's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the CPRA to OCD/DRU for any breach in the performance of the CPRA's duties.

16 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI or the State of Louisiana Self-Insurance fund administered by the State Office of Risk Management.

This rating requirement shall be waived for Worker's Compensation coverage only.

CPRA's Insurance: The CPRA shall not commence work under this contract until he has obtained all insurance required herein. A proof of coverage letter provided by the State Office of Risk Management or 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 CPRA shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CPRA shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall provide notice of cancellation in accordance with policy terms and conditions to the State of Louisiana.

Compensation Insurance: Before any work is commenced, the CPRA shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CPRA's employees employed at the site of the project. In case any work is sublet, the CPRA 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 CPRA. 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 CPRA 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 CPRA 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 CPRA or his subcontractors. In the absence of specific regulations, 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 \$1,000,000.

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 CPRA, 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: The CPRA 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 non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The CPRA shall require that any and all subcontractors, which are not protected under the CPRA's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CPRA.

17 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.

18 ENTIRE CONTRACT

This Contract constitutes the entire understanding of the undertakings between the Parties with respect to the subject matter hereof and thereof, superseding all negotiations, prior discussions, and preliminary Contracts related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.

19 PUBLIC COMMUNICATIONS

OCD/DRU and CPRA shall coordinate all public communications regarding activities within the Program funded under this Contract.

20 NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The OCD/DRU and the CPRA are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract. The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the OCD/DRU, unless expressly agreed in writing by the OCD/DRU and CPRA. This provision does not affect the indemnity and insurance obligations under this Contract.

21 SAFETY

CPRA shall exercise proper precaution at all times for the protection of persons and property, either on or off the work place, in connection with its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to applicable specific safety and health regulations described by 29 CFR 1925, if any, shall be observed and CPRA shall take or cause to be taken such additional safety and health measures as CPRA may determine to be reasonably necessary.

22 APPLICABILITY OF PROVISIONS INCLUDED/EXCLUDED FROM CONTRACT

Failure to expressly reference any applicable federal or state regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein. Likewise, execution of this Contract will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG funds provided herein or to the particular services performed under this Contract, except with respect to the citation of LSA R.S. 39:1672.2-1672.4 which procedure shall be adopted to apply to this Contract.

23 OCD/DRU RECOGNITION

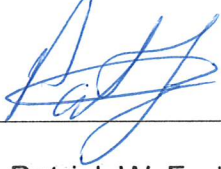
CPRA shall insure recognition of the role of the OCD/DRU and the U.S. Department of Housing and Urban Development in providing services through this Contract. All activities, facilities and items used pursuant to this Contract shall be prominently labeled as to funding source. In addition, CPRA will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

24 E-VERIFY

CPRA acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

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THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

Signed: 

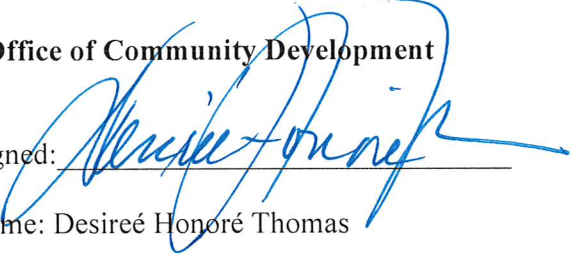
8-1-19

Name: Patrick W. Forbes
Executive Director

Date

Title: _____

Office of Community Development

Signed: 

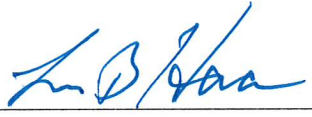
8/5/2019

Name: Desiree Honoré Thomas

Date

Title: Assistant Commissioner, DOA

Division of Administration

Signed: 

5/22/19

Name: Lawrence B. Haase

Date

Title: Executive Director, CPRA

Coastal Protection and Restoration Authority

Statement of Work

OCD and CPRA, along with other certain state agencies (collectively referred to as the Louisiana Watershed Coordinated Agencies (LWCA)), are collaborating on the creation of an overarching water-shed based floodplain management program to support floodplain management activities at all levels of government. The State envisions a multi-agency program with defined roles and responsibilities. The program will support existing jurisdictions that affect watersheds across the State.

CPRA, through the procurement of an appropriate firm, will provide Lidar Data Collection as follows:

To facilitate the collection of Topographic Lidar of the entire state by the Louisiana Department of Transportation and Development, CPRA will acquire Quality Level One (QL1) Aerial Lidar for 6,289 square miles.

This task will include Lidar Data Collection in four areas

1. All or parts of following Parishes: 4,850 sq. miles
Webster, Bienville, Claiborne, Union, Lincoln, Jackson, and Winn
2. All or parts of following Parishes: 760 sq. miles
West Feliciana, East Feliciana, East Baton Rouge, West Baton Rouge, and Iberville
3. All or parts of following Parish: 214 sq. miles
Iberville
4. All or parts of following Parishes: 465 sq. miles
St. Martin, St. Mary

CPRA will acquire, process calibrate and develop Lidar-derived elevation products for the four above described project areas. A shape file and break out map will be included also. Each project area boundary shall be buffered by 100 meters for the collection area. The task area of 6,289 sq. miles does not include the 100 meter buffered area. All surveying tasks will follow the following technical documents.

1. USGS NGP Lidar Base Specifications Version 1.3, March 2018
2. ASPRS Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0 – November, 2014
3. Spatial Reference System-Data will be referenced to UTM Zone 15 NAVD88, Orthometric Heights referenced to Geoid 12B.

CPRA will be responsible for the Lidar acquisition, calibration, data post-processing and classification steps to develop the required deliverables including:

- Raw Point Cloud Data
- Classified Point Cloud
- Bare Earth Surface (Raster DEM)
- Bare Earth Surface DEM Mosaic
- Hydrographic Break Lines
- Bridge and Saddle Break lines
- Low Confidence 2D Polygons
- Intensity Imagery
- Tile Index
- Ground Control Points
- Check Points
- Meta Data
- Project Report
- Acquisition Reports

The funding under this Contract is limited to payment or reimbursement of eligible expenses incurred by CPRA through the contract with its contracted firm. CPRA is responsible for proper procurement of, contracting with and management of its contractor in the delivery of the statement of work under the laws and regulations governing the use of CDBG-DR funds, subject to the monitoring of OCD which has primary responsibility for the administration of the CDBG-DR funds.

Attachment II Payment Schedule

Personnel Title	Hourly Rates (\$)
LIDAR Project Manager	\$157.10
QA/QC Manager	\$129.92
Digital Sensor System Operator (Field)	\$124.75
Digital Sensor System Pilot (Field)	\$133.08
Maintenance Staff (field)	\$112.00
Flight Manager	\$148.58
Flight Planner/Coordinator	\$97.36
2-Man Survey Crew (Party Chief & Tech)	\$150.10
Professional Interpretation - RPLS	\$122.00
Sr Survey Project Manager	\$122.00
Survey Analyst (includes Workstation)	\$80.00
GIS Technician	\$81.87
Senior GIS Technician	\$92.28
GIS Technician/Imagery Analyst Supervisor	\$122.91
Lidar Specialist	\$100.58
Senior Lidar Specialist	\$119.51
Administrative/Clerical II	\$58.00
Sr. Principal/President	\$250.00

Direct Expenses	Unit Costs(\$)
Airplane w/ABGPS	\$1,631.85
GPS Dual Frequency Receivers (pair)	\$21.40
Lidar System	\$1,043.14
Vehicle with Basic Survey Equipment (per Day)	\$140.00
RTK System per Day (Base & 1 Rover Unit)	\$550.00
Shipping	\$130.00
Acquisition Standby	\$6,527.40

After approval by OCD/DRU, payment will be made in accordance with the invoice received and the payment schedule given above. These are the terms in the contract between CPRA and Fugro and payment under this Agreement is limited to reimbursement of payments under the Fugro contract.

Upon written approval by OCD/DRU additional hourly rates and/or unit costs may be added to this Attachment without need to amend this Contract. However, in no case shall any such revisions result in exceeding the total amount under the Contract.