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COMMUNITY DEVELOPMENT

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DISASTER RECOVERY UNIT

STATE OF LOUISIANA
CONTRACT

The State of Louisiana, Office of Community Development – Disaster Recovery Unit, hereinafter sometimes referred to as the "State" or "OCD/DRU", and the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College, hereinafter sometimes referred to as the "Contractor" or "LSU", and collectively as "Party" or "Parties" do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Contractor will conduct preliminary research and analysis of community needs and from that research and analysis will generate masterplan schemes for different sites. Additionally, Contractor will prepare design variations of preliminary house plans for community members, in accordance with OCD-DRU program guidelines. Contractor will also prepare illustrated, street-level perspectives that demonstrate the house designs and community development plans. The goal of this work is to prepare a visual illustration of housing and community options for OCD-DRU designated high-risk communities.

1.2 STATEMENT OF WORK

Further details of the Statement of Work are contained in Attachment I, Statement of Work and Deliverables, 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 community of Pecan Acres, near New Roads, Louisiana has experienced recurrent flooding over the last several decades. LSU will assist OCD/DRU by conducting a preliminary designs and visualizations of a new physical environment for the Pecan Acres community on a new site, the physical location of which has not yet been determined.

1.2.3. PERFORMANCE MEASURES

MONITORING PLAN

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

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1.2.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in Attachment I, Statement of Work.

1.2.5 SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor 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 begin on August 1, 2017 and shall end on July 31, 2018.

2.2 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 72-6000848, DUNS # 075050765.

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 Contractor 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 Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor.

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

2.4 COVENANT AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST

Contractor 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 Contractor, or agents, Contractor, member of the governing body of Contractor 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 Contractor, 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 Contractor 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 Contractor 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.

LSU agrees to send to each labor organization or representative of workers with which LSU has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of LSU'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.

LSU 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. LSU will not subcontract with any subcontractor

where LSU has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

LSU will certify that any vacant employment positions, including training positions, that are filled (1) after LSU 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 LSU'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

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

2.7 CODE OF ETHICS

Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Contractor in the performance of Services called for in this Contract. Contractor agrees to immediately notify the 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

Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD/DRU recognizes that Contractor is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Contract.

2.10 ENERGY EFFICIENCY

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

2.11 ELIGIBILITY STATUS

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

2.12 DRUG-FREE WORKPLACE REQUIREMENT

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. 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 Contractor 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, State hereby agrees to pay to Contractor a maximum amount of \$11,755.

Payments may be requested by the contractor upon final approval of the contract by the State's Office of State Procurement and as per Attachment I. The parties may agree, in writing, to a

revision of the per deliverable and /or budget costs in Attachment I; provided however, that in no case shall any such revisions exceed the total amount under the Contract.

LSU shall submit with each invoice the description of the deliverable being billed, and such other information as the OCD/DRU deems necessary to process the invoice, including all supporting documents. Each deliverable must be approved in writing by OCD/DRU before payment for that deliverable can be made.

LSU's accounting office will submit invoices by major cost categories (salaries, fringe benefits, supplies, etc.). Accompanying each invoice will be a copy of the ledger sheet. For personnel expenditures, the ledger sheet and the Negotiated Fringe Benefit Rate will be the source documentation. LSU will provide copies of the initial appointment form and any updated personnel forms for all personnel billed to this agreement. For non-personnel expenditures, source documentation will be provided.

No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished. All eligible, approved travel expenses will be paid in accordance with PPM 49.

Payments are predicated upon successful completion efforts and written approval by the State of the described tasks and deliverables as provided in the contract. Payments will be made to the Contractor after written acceptance by the State.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095, attention Mark Riley. The State 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 State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State 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 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 State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

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 Contractor. Upon receipt of notice, Contractor 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. Contractor 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.

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

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature 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 of Title 39 of the Louisiana Revised Statutes of 1950 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 have not been appropriated.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent that the Contractor is permitted to and utilizes the services of any third parties in performance of Contractor's duties and obligations under this Contract, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Contractor and the OCD/DRU harmless and defend and indemnify Contractor 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

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor 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 State 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

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.

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

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Contract, receive funds, authorized by this Contract and to perform the services the Contractor 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 State:

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 Contractor:

Darya Courville
Executive Director
Office of Sponsored Programs
Louisiana State University
202 Himes Hall
Baton Rouge, LA 70803
Phone (225)578-2760
Email: osp@lsu.edu

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 Contractor 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 Contractor or subcontractor, as appropriate, with reasonable advance notice. Contractor and its sub-contractors 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 Contractor or sub-contractor, as appropriate.

Failure of Contractor and/or its sub-contractor 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.

Contractor 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 this Contract.

15 SUBCONTRACTORS

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

Contractor's Insurance: The Contractor 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 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 provide notice of cancellation in accordance with policy terms and conditions to the State of Louisiana.

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, 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 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: 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 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 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.

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 AGREEMENT

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 agreements 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

Contractor and OCD/DRU shall coordinate all public communications regarding the services funded under this Agreement.

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 State and the Contractor 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.

21 SAFETY

Contractor 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 Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

22 APPLICABILITY OF PROVISIONS INCLUDED/EXCLUDED FROM AGREEMENT

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.

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

Signed: _____

12.14.17

Name: Patrick W. Forbes

Date

Title: Executive Director

Office of Community Development

Signed: _____

12/18/2017

Name: Desiree Honoré Thomas

Date

Title: Assistant Commissioner, DOA

Division of Administration

Signed: _____

11/17/17

Name: Darya Courville

Date

Title: Executive Director, Office of Sponsored Programs

**Board Of Supervisors For Louisiana State University And
Agricultural An Mechanical College**

Attachment I

Statement of Work and Deliverables

COMMUNITY DESIGN PROPOSAL FOR PECAN ACRES

PROJECT OVERVIEW

Pecan Acres (comprised of the streets West Pecan Street and Pecan Drive East) is a community located in New Roads, Louisiana, that has experienced recurrent flooding over the last several decades. Because of the flood risks, the community is in the process of considering a relocation to higher ground. The LSU CSS has been approached by the Louisiana Office of Community Development. Professor Jori Erdman of the LSU School of Architecture will provide expertise and lead a group of students to facilitate the completion of this project.

DELIVERABLES

The Contractor will submit to OCD all deliverables and reports as specified below:

The faculty and students will conduct preliminary research and analysis of the community needs and strengths through community engagement, documentary research, site visits, mapping, and photo-journaling. From the information gathered the following be produced:

Part One:

- 1-3 masterplan schemes depending on site selection
- 2-3 variations of house plans including elevations and perspectives

Part Two:

- 3 illustrated street level perspectives showing potential house designs



Aerial view of Pecan Acres

SCHEDULE

August 21-September 29	Background research; preliminary design ideas; community meeting with students to engage residents in voicing design concepts
October, 2017	Design development and preliminary drawings; preliminary presentation for OCD and community
October -November, 2017	Finalize schemes and drawings
December, 2017	Community meeting to present final design drawings

The **Contractor** will be paid in two installments per the expenses shown in the Budget below:

- The first installment of up to the amount of \$5,755 will be paid upon Contractor's completion and OC/DRU's written approval of Part One: present one preliminary Masterplan and 2-3 variation of houses for review by November, 2017.
- The second installment of up to the amount of \$6,000 will be paid upon Contractor's completion and submission of and OC/DRU's written approval of Part two: presentation of final drawings including 1-3 Masterplan schemes; 2-3 variations of houses; and 3 illustrated

Deliverable Dates may be changed with written approval from OCD/DRU.

PEOPLE

Jori Erdman, AIA, LEED AP – Professor and former Director, LSU School of Architecture

Professor Erdman has been studying communities and buildings in the American South for over 16 years, particularly in rural South Carolina and Louisiana. She is a founding member of the LSU Coastal Sustainability Studio and co-editor of the forthcoming book, Mississippi Delta Restoration, and author of the chapter “Raising Buildings: The Resilience of Elevated Structures.”

COASTAL SUSTAINABILITY STUDIO

The Louisiana State University’s Coastal Sustainability Studio, initiated in 2009, addresses the challenge of sustaining the ecological, settlement, and economic framework of the coastal region. The Studio is a place where scientists, engineers, and designers come together to intensively study and respond to issues at the intersection of settlement, coastal restoration, flood protection, and the economy. The goal of the CSS is to envision and design sustainable systems that reduce vulnerability associated with increased storm strength, land subsidence, habitat degradation, and global environmental change.

Budget:

Personnel. The personnel for the LSU portion of the Contract are located at the Main Campus of LSU in Baton Rouge, LA.

Personnel	Percentage of salary	Salary cost
Jori Erdman, Principal Investigator (PI) (Professor, Architecture)	100% of 4 days of 9 month salary over 1 year	\$1,600
Student workers (3) (Architecture)	<u>100% of 3 month contract for 3 months</u>	<u>\$6,200</u>
TOTAL		\$7,800
Fringe Benefits – regular Employees (44%)		\$704
<u>Fringe Benefits – Contingents (7.65%)</u>		<u>\$0</u>
TOTAL		\$8,504
Other		
Travel (PI & Student Workers travel to sites in New Roads, Louisiana @\$.51/mile)		\$500
		\$1,000

Operating Services Printing Expenses (For Off-site printing primarily but some on campus printing will be done)

TOTAL Direct Costs \$10,004

Indirect Costs (federally approved rate of 17.5% for public service state on-campus) \$1,751

PROJECT TOTAL \$11,755