

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract

for

Program Administrative/Management Services

For task orders associated with the St. Charles Parish CDBG - Disaster Recovery Program

PART I

This Contract for program administrative/management services is made and entered into this ____ day of _____, 2023, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Matthew Jewell, Parish President, hereunto duly authorized, and CSRS Disaster Recovery Management, a limited liability corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Taylor Gravois PE, PLS, PMP, Principal duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH has/intends to secure funding through the Community Development Block Grant (CDBG) Disaster Recovery funds in the amount of \$3,897,180 by the Office of Community Development for disaster recovery efforts in response to the 2020 and 2021 disasters. These funds are to be used for infrastructure and economic revitalization efforts through the Hometown Revitalization Program and Resilient Communities Infrastructure Program; and,

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program management and representation services in the implementation of its Disaster Recovery Programs:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its Disaster Recovery Program by performing the following scope of services, including but not limited to:

- Assist the Parish in the completion of the required Recovery Proposal and submission to the Office of Community Development, including facilitating the planning process, drafting of the proposal for consideration by the St. Charles Parish Council for adoption, preparing the submission to—and facilitating the approval by—the Office of Community Development. Tasks will include:
 - Assist the Parish in developing a coordinated proposal to the State that addresses the effects of the covered disasters and provides benefits for the recovery of the impacted communities;
 - Assist the Parish in analyzing the eligible activities as defined in the Action Plan and Action Plan Amendments (<https://www.doa.la.gov/doa/ocd/policy-and-reports/apa/>) to determine those most applicable and relevant for the Parish in recovery and redevelopment in the program areas of community resiliency and mitigation, public services, housing rehabilitation and affordable rental, public infrastructure, coastal restoration, and economic revitalization and development, and any other unmet needs;
 - Assist the Parish in assessing the available program options and the complexity of program compliance for the purpose of making recommendations based upon the Parish needs and capacity;
 - Assist the Parish in ensuring that proposed programs and projects are based on local recovery priorities;
 - Assist the Parish in ensuring the proposed programs and projects are consistent with regional and state plans;
 - Assist the Parish in determining how the selected programs and projects adhere to CDBG guidelines and eligibility, i.e. applicable CDBG National Objectives, Low-to-Moderate Income (LMI) criteria, and Disadvantaged Community requirements;
 - Assist the Parish in developing or updating a Citizen’s Participation plan for this allocation of CDBG Disaster Recovery funds;
 - Assist the Parish in developing or updating a Procurement policy that meets the requirements of 2 CFR 200 and 24 CFR 85.36 for this allocation of CDBG Disaster Recovery funds; and
 - Attend St. Charles Parish Council meetings to provide proposed program and project status reports, updates on the Proposal and process, and attend other public meetings deemed necessary.
- Completing all necessary project descriptions, justifications, and risk assessments on all projects to be undertaken in the recovery effort;
- Securing approvals from the Office of Community Development—Disaster Recovery Unit to proceed with application submission on all projects to be undertaken in the recovery effort;
- Preparing all formal applications, including completion of all citizen participation requirements and household income surveys;
- Prepare an environmental review record for each project funded in whole or in part with CDBG funds including outreach to applicable agencies/tribes, all written reports, checklists,

HUD/OCD environmental forms, or legal notices required to assure compliance with federal and state environmental requirements;

- Assist the Parish in meeting equal opportunity, citizen participation, fair housing, Section 504, and Section 3 requirements for participation in the CDBG program;
- Assist the Parish in meeting record keeping requirements of the program including the establishment and maintenance of project files and the preparation of all documentation and reports required for administration of the program;
- Assist the Parish in meeting financial, administrative and bookkeeping requirements of the program, including preparation of requests for payment;
- Assist the Parish with the selection of project architects, engineers, and other professional services in conformance with applicable procurement requirements, including the preparation of request for proposals;
- Assist the Parish in contract administration including review of construction documents, review of the bidding process, participation in the pre-construction conference and participation in periodic construction progress meetings;
- Serve as the Parish designated Labor Compliance Officer and assure compliance with all applicable labor standards requirements;
- Assist the Parish in meeting regulations governing land acquisition and relocation including the Uniform Relocation Assistance and Real Property Acquisition Act (URA);
- Assist the Parish in any monitorings and responding to any monitoring findings by a state or federal agency; and
- Prepare all required performance reports and closeout documents and assist the Parish with the determination of applicable audit requirements.

3. Term of Contract

The term of this Contract shall begin as of the day and year first written above and will be for a period of three years. Upon written mutual agreement between the PARISH and the CONSULTANT, this Contract may be extended for one additional year.

The services of the CONSULTANT shall commence upon the issuance of separate Task Orders by the PARISH as needed during the contract period. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The CONSULTANT shall provide services through closeout and monitoring for each event in which a Task Order is issued. The services required and performed hereunder shall not be considered complete until the PARISH has received notification of final closeout from the grant agency for each grant award in which the CONSULTANT received a Task Order regardless of timeframe.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of \$159,900.00 as compensation for the Scope of Services provided herein. The method of payment to the CONSULTANT is as outlined in the table below:

Milestone Number	Milestone Description	Contract Fee
1	OCD approval of the Recovery Proposal	\$23,985.00
2	OCD approval of the project applications	\$31,980.00
3	OCD approval of the project – specific Environmental Review Records	\$15,990.00
4	Submission of project plans, specification, and cost estimate to OCD	\$7,995.00
5	Completion of grant administration through program implementation or project construction, including payroll monitoring and submission of reimbursement requests	\$63,960.00
6	OCD Award Closeout	\$15,990.00
TOTAL		\$159,900.00

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone for which charges are billed. Each invoice amount due will be the percent complete for the period less any previous payments.

Payments will be made to the CONSULTANT after review and approval by the Parish. All payments will be made within 30 days of the submission of an invoice with all required documentation.

6. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, photographs, reports and data are the property of the PARISH. The CONSULTANT may retain copies of said documents.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards, or in the absence of generally accepted industry standards, consistent with the CONSULTANT'S experience within the industry. CONSULTANT'S liability in the event of defect, error, omission, or failure (hereinafter called "Defect" or collectively called "Defects") in any of CONSULTANT'S Services under this Contract shall be limited to Defects arising out of its sole negligence and further limited to the correction of Defects in CONSULTANT'S original Services. In the event of any such Defect, and provided that CONSULTANT is notified by the PARISH in writing of such Defect within one (1) year after completion of the CONSULTANT'S Services under this Contract, and such notice specifically includes a request for re-performance, CONSULTANT shall re-perform the defective portion of the Services without any additional cost to the PARISH.

8. Insurance

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as

additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.

- i. St. Charles Parish may examine all insurance policies.
- j. For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- k. CONSULTANT shall indemnify and save harmless the PARISH against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Monitoring Visits/Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative and will be retained for five (5) years from the official date of the final closeout of the respective award, unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Contract is subject to the foregoing documents and all provisions contained therein titled, "Exhibit A Part II – Compliance Provisions for Federally Assisted Professional Services Contracts," "Exhibit B – Authority to Execute," "Exhibit C Non-Collusive and Non-solicitation Affidavit," and any subsequent task orders which may be issued under this contract, which are attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH
Mr. Matthew Jewell
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

CONSULTANT
Mr. Taylor Gravois, PE, PLS, PMP
Principal
CSRS
935 Gravier Street, Suite 1650
New Orleans, LA 70112

With a copy to:

Carla Chiasson
Grants Officer
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Termination or Suspension

- a. This Contract may be terminated for any reason by either party upon thirty (30) days written notice.
- b. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract.
- c. The CONSULTANT shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Contract to the date of termination.
- d. The Owner shall then pay the CONSULTANT promptly that portion of the prescribed fee to which both parties agree.
- e. CONSULTANT fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- f. Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by CONSULTANT.
- g. This Contract shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

14. Headings

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

15. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

16. Authorization

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

Witness

St. Charles Parish

Witness

BY: _____
Matthew Jewell
Parish President

Witness

CSRS Disaster Recovery Management, LLC

Witness

BY: _____
Taylor Gravois, PE, PLS, PMP
Principal