

ORD.

2003-0333

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 03-10-4

An ordinance to approve and authorize the execution of a Contract for Professional Administrative Services with Bordelon, Foreman & Associates, Inc. for the FY2004-FY2005 LCDBG Program, Eastbank Street Improvements.

WHEREAS, the Parish intends to apply for funding under the FY2004-FY2005 Louisiana Community Development Block Grant (LCDBG) Program for Street Improvements; and,

WHEREAS, the Parish desires to engage Bordelon, Foreman & Associates, Inc. to provide technical assistance, as listed under Scope of Services, items a through r; and,

WHEREAS, Bordelon, Foreman & Associates, Inc. has agreed that any payment under the contract is contingent upon the Parish receiving approval from the State for funds under the program, otherwise they will not be entitled to any compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Professional Administrative Services by and between St. Charles Parish and Bordelon, Foreman & Associates, Inc. for Eastbank Street Improvements is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 6th day of October, 2003, to become effective five (5) days after publication in the Official Journal.

LCDBG Eastbank Street Improvements

CHAIRMAN:

Sam J. Mann

SECRETARY:

Barbara J. Jones

DLVD/PARISH PRESIDENT:

October 7, 2003

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

Albert D. Laque

RETD/SECRETARY

October 7, 2003

AT 2:10 P.M. RECD BY:

BJJ

**ST. CHARLES PARISH
FY2004 – FY2005 LA COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES PROGRAM**

Eastbank Street Improvements

*Contract
for
Professional Administrative Services*

Part I--Agreement

This agreement for professional administrative services is by and between ST. CHARLES PARISH, State of Louisiana (hereinafter called the "PARISH"), acting herein by Albert D. Laque, Parish President, hereunto duly authorized, and Bordelon, Foreman, & Associates, Inc., a corporation organized under the laws of the State of Louisiana (hereinafter called the "CONSULTANT"), acting herein by Julie S. Bordelon, President, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH intends to apply for and hopefully receive funding under the FY2004 – FY2005 Louisiana Community Development Block Grant (LCDBG) Program pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

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

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT on a contingency basis, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the following services:

- a. *With the assistance of St. Charles Parish, conduct public hearings.* This includes, but is not limited to, such things as assisting in public hearings, preparing public notices, etc.
- b. *Prepare the FY2004 – FY2005 LCDBG ~~Westbank~~ ^{Eastbank} Street Improvements Application;*
- c. *Prepare the Environmental Review Record;*
- d. *Prepare the Requests for Payment to ensure consistency with the procedures established for the LCDBG Program.*
- e. *Ensure that St. Charles Parish has an acceptable financial management system as it pertains to finances of the LCDBG Program.* An acceptable system includes, but is not limited to, cash receipts and disbursements journal, cash control register, property register, and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- f. *Establish project files in the administrative office of St. Charles Parish.* These files must demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure that all are complete and have the necessary documentation being retained in the files.
- g. *If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of way, donations of property, etc.).*
- h. *Assist the engineer in the preparation of all bid documents, and supervise the bidding process consistent with State and Federal regulations.*
- i. *Secure the Secretary of Labor's wage decision from the State and include it in the bid documents.*
- j. *Prepare construction contracts which comply with State and Federal regulations.* Examples of regulations include, but are not limited to, Conflict of Interest,

Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (if contract is over \$100,000), HUD Handbook (6500.3), OMB Circular A-102 (Attachment O), Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (if contract is over \$10,000), Section 503, etc.

- k. *Obtain contractor and subcontractor clearance from the State.*
- l. *Check weekly payrolls to ensure compliance with wage decisions.* Conduct on-site interviews, and compare the results with appropriate payrolls.
- m. *Monitor construction to ensure compliance with equal opportunity and labor standard provisions.*
- n. *Make progress inspections and certify partial payment requests.*
- o. *Attend and assist St. Charles Parish during the State's monitoring visit(s).* Prepare the PARISH's response to any monitoring findings.
- p. *Assist the Parish in meeting the State's audit requirements.*
- q. *Make a final inspection and issue a final certificate of payment.*
- r. *Prepare close-out documents.*

Services in each of the work areas shall be performed under and at the direction of the Parish President, or his designee.

3. Time of Performance

The services of the CONSULTANT shall commence upon the issuance of the "Notice to Proceed" by the PARISH, and be provided on a per-day basis as requested by the Parish President, or his designee. Such services shall be continued in such sequence as to assure their relevance to the purposes of this agreement. The CONSULTANT must take whatever steps are necessary to assure that the PARISH's contract conditions are cleared within six (6) months of the date of the PARISH's "Authorization to Incur Costs" letter. In any event, all of the services required and performed hereunder shall not be completed until the PARISH has received notification of final close-out from the State.

4. Access to Information

It is agreed that 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 in every way possible to facilitate the performance of the work described in this contract.

5. Compensation and Method of Payment

Payment under this contract is contingent upon the PARISH receiving approval from the State for funds under the FY2004 – FY2005 LCDBG Program. The CONSULTANT will not be entitled to any reimbursement for program administration either from the PARISH or the State, if the PARISH does not receive a grant award and an authorization to incur costs from the State's Office of Community Development.

Upon the PARISH's receipt of an award of a grant and an authorization to incur costs letter from the State's Office of Community Development, the amount of compensation and reimbursement to be paid to the CONSULTANT under this contract for program administration shall not exceed **thirty-five thousand dollars (\$35,000)**.

The PARISH shall retain ten percent (10%) of the CONSULTANT'S total reimbursement until the PARISH receives a letter of conditional close-out from the State, whereupon this retainage shall be paid to the CONSULTANT.

The CONSULTANT will be compensated for travel in accordance with Policy and Procedure Memorandum Number 49 (State Travel Regulations--LAC 4:V.1501 et seq)

The CONSULTANT shall submit invoices to the PARISH for payment. These invoices shall summarize the number of person-days provided in performing assigned tasks, the tasks completed, and travel and per diem expenses incurred in the preceding month.

6. Ownership of Documents

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

7. Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of particular drawings, plans, specifications, studies, and reports, and in the designation of particular materials for the project covered by this contract.

8. Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the PARISH, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the PARISH with respect to any damages, expenses, or claims arising from or in connection with any of

the work performed of to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT'S liability under this agreement, or as otherwise provided by law.

9. Terms and Conditions

This agreement is subject to the provisions titled, "Part II, Terms and Conditions" consisting of nine (9) pages, attached hereto, and incorporated by reference herein.

10. Address of Notices and Communications

Albert D. Laque
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, Louisiana 70057

Julie S. Bordelon
President
Bordelon, Foreman, & Assoc., Inc.
Post Office Box 1933
LaPlace, Louisiana 70069-1933

11. Captions

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

12. Authorization

This agreement is authorized by the St. Charles Parish Council ordinance adopted on 10-6-03, a copy of which is attached hereto and made a part hereof.

ATTEST:

Barbara J. Faust

ST. CHARLES PARISH

Albert D. Laque 10/7/2003
Albert D. Laque, Parish President Date

David H. Bordelon

BORDELON, FOREMAN,
& ASSOCIATES, INC.

Julie S. Bordelon 9/16/03
Julie S. Bordelon, President Date

Part II--Terms and Conditions

1. Termination of Contract for Cause

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the PARISH shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this contract shall, at the option of the PARISH, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the PARISH for damages sustained by the PARISH by virtue of any breach of the contract by the CONSULTANT, and the PARISH may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the PARISH from the CONSULTANT is determined.

This contract for program administration will be automatically terminated if the application is not funded by the State's Office of Community Development. The CONSULTANT will not be entitled to any reimbursement for program administration either from the PARISH of the State, if the PARISH does not receive a grant award and an authorization to incur costs from the State's Office of Community Development. Application preparation costs, if any, will be the sole responsibility of the PARISH.

2. Termination for Convenience of the PARISH

The PARISH may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the contract is terminated by the PARISH, as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONSULTANT, paragraph 1, hereof relative to termination shall apply.

This contract for program administration will be automatically terminated if the application is not funded by the State's Office of Community Development. The CONSULTANT will not be entitled to any reimbursement for program administration either from the PARISH or the State, if the PARISH does not receive a grant award and an authorization to incur costs from the State's Office of Community Development. Application preparation costs, if any, will be the sole responsibility of the PARISH.

3. Changes

The PARISH may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the PARISH and the CONSULTANT, shall be incorporated in written amendments to this contract.

4. Personnel

- a. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the PARISH.
- b. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted with other prior written approval of the PARISH. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. Assignability

The CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of the PARISH thereto:

Provided, however, that claims for money by the CONSULTANT from the PARISH under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the PARISH.

6. Reports and Information

The CONSULTANT, at such times and in such forms as the PARISH may require, shall furnish the PARISH such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. Records and 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 projects funds, both federal and non-federal shares. These records will be made available for audit purposes to the PARISH or any authorized representative, and will be retained for three (3) years after the State has officially closed-out the LCDBG Program, unless permission to destroy them is granted by the PARISH.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this contract are confidential, and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the PARISH.

9. Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the PARISH and all such rights shall belong to the PARISH, and the PARISH shall be solely and exclusive entity who may exercise such rights.

10. Compliance with Local Laws

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local government, and the CONSULTANT shall hold the PARISH harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Civil Rights Act of 1964/Equal Employment Opportunity

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

During the performance of this contract, the CONSULTANT agrees to the following:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap, or familial status. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and, selection for training, including apprenticeship. The CONSULTANT agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the PARISH setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex national origin, handicap, or familial status.
- c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the PARISH and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT'S non-compliance with the equal opportunity clauses of this agreement or with any such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the PARISH may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the PARISH, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

12. 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 this title. 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.

13. Section 3, Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development, and 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 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR

Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

14. Interest of Members of the PARISH

No member of the governing body of the PARISH, and no officer, employee, or agent of the PARISH, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and, the CONSULTANT shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials

No member of the governing body of the PARISH, and no other public official of such the PARISH, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and, the CONSULTANT shall take appropriate steps to assure compliance.

16. Interest of CONSULTANT and Employees

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this contract, no person having any such interest shall be employed.

17. Access to Records

The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government, and will be maintained for a period of four (4) years from the official date of close-out of the grant by the State.