



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the ____ day of _____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **GCR Inc.**, a Louisiana Corporation acting herein and through its Senior Vice President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P080802 Montz Master Drainage Plan Implementation.**

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services. Individual Requests for Proposals for varying tasks, but within the Scope of Services, shall also be taken into consideration.

- b. SCOPE OF SERVICES:

To provide professional services regarding permitting and the acquisitions of various land rights for Public Works Project **P080802 Montz Master Drainage Plan Implementation.**

Work required includes, but is not limited to:

- Attending project meetings.
- Coordinating title and tax research, surveys, appraisals and appraisal reviews.
- Assisting the OWNER with landowner meetings, negotiations, and closings.
- Preparing permit drawings.
- Coordinating with various State/Federal Agencies to obtain permits/agreements as needed.
- Coordinating with various private industries (Kansas City Southern Railway, Entergy, etc.) as needed.
- Assisting the OWNER in potential wetlands delineation and mitigation.
- Assisting in renewing existing permits for the area.
- Coordinating with OWNER'S legal representation as needed to acquire real estate interests.
- Supporting the OWNER in expropriation of properties as needed.

3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of four (4) years starting on the date written hereinabove.
- b. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the OWNER and the CONSULTANT.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is at an hourly rate according to EXHIBIT A: HOURLY BILLABLE RATES BY CLASSIFICATION plus related direct expenses to be billed at cost and substantiated with receipts and appropriate documentation.
- b. Total compensation for the completion of the Scope of Services described in Section 2.b., shall not exceed \$120,000.00 in total of all requested tasks.
- c. Such payment is to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER with all required deliverables.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.
- b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT.
- c. CONSULTANT shall invoice OWNER the time and materials amount incurred up to the receipt of written notice of termination.
- d. In no event shall the fee exceed what is set forth in Section 4.b. of the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables shall make payment within thirty (30) days.
- f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, 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 AGREEMENT.

- 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 unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER 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.
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

- a. For all claims arising out of or related to this agreement, 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 (a) pleas of jurisdiction based upon CONSULTANT'S residence and (b) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

ST. CHARLES PARISH

**By: Mr. Larry Cochran.
Parish President**

ATTEST

GCR Inc.

**By: Mona Nosari
Senior Vice President**