

ORD.

2016-0263

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 16-7-7

An ordinance to approve and authorize the execution of a Professional Services Agreement with GCR, Inc., to provide professional services regarding the acquisitions of servitudes and fee simple parcels for Public Works Project **P080802-5 COULEE CANAL ACCESS FOR MAINTENANCE - PHASE II.**

WHEREAS, the aforementioned agreement will be valid for a period of one (1) year with an optional one (1) year extension; and,

WHEREAS, total compensation for the aforementioned Professional Services Agreement is Lump Sum not to exceed \$83,750.00 and will be paid based on Consultant's Standard Hourly Rates plus reimbursable expenses; and,

WHEREAS, work under the aforementioned agreement will be implemented in increments and initiated by authorization letters; and,

WHEREAS, invoices shall require proof of deliverables and appropriate backup documentation from the Consultant for payment to be remitted.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between GCR, Inc. and St. Charles Parish regarding the acquisitions of servitudes and fee simple parcels for Public Works Project P080802-5 Coulee Canal Access for maintenance – Phase II, is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 2:45pm RECD BY: [Signature]



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 20th day of July, 2016, 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 Associate Vice President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P080802-5 COULEE CANAL ACCESS FOR MAINTENANCE – PHASE II**

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of work. 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.
- b. SCOPE OF SERVICES:

To provide professional services regarding the acquisitions of servitudes and fee simple parcels for Public Works Project **P080802-5 COULEE CANAL ACCESS FOR MAINTENANCE – PHASE II**

CONSULTANT shall attend all project meetings as necessary and provide or coordinate title and tax research, surveys, appraisals, appraisal reviews, landowner meetings, negotiations, closings and project support including, but not limited to, preparation of presentation materials, maps and exhibits. In addition, CONSULTANT shall coordinate with the Parish's legal representation on an as needed basis to support the Parish's efforts to acquire real estate interests.

3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of one (1) year.
- b. Upon agreement between all parties, the AGREEMENT may be extended for an additional one year period.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is **Standard Hourly Rates plus related Reimbursable Expenses.**
- b. Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Hourly Rate Schedule attached to this AGREEMENT as Exhibit A.
- c. Documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost.

- d. Total compensation for the Scope of Services Is **Lump Sum not to exceed \$83,750.00.**
- e. CONSULTANT shall attach timesheets, logs, or other documentation, satisfactory to OWNER, for all hours billed, by each classification listed on the Standard Hourly Rate Schedule, to the monthly invoices for payment.
- f. CONSULTANT shall distribute all billable hours between each individual authorized task as applicable.
- g. Current month charges and cumulative charges, including reimbursable expenses, shall be shown on all invoices for payment by each individual authorized task.
- h. The use of overtime is not authorized under this AGREEMENT.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of work 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 work.

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, and submit a final invoice to St. Charles Parish for all services rendered to date under the AGREEMENT.
- c. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- d. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of work 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 work 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 work under this AGREEMENT as defined in the attached scope of work.

- 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 anyone 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

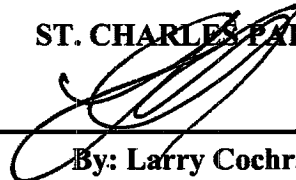
- a. For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONSULTANT'S residence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

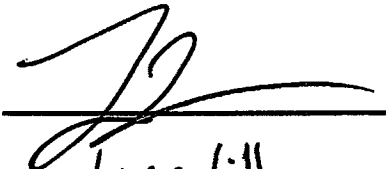
ATTEST


Robin S. Delahoussaye

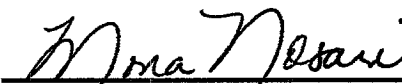
ST. CHARLES PARISH


By: Larry Cochran
Parish President

ATTEST


Lucas Lilly

GCR Inc.


By: Mona Nosari
Associate Vice President