

2019-0076

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

ORDINANCE NO. 19-3-8

An ordinance to approve and authorize the execution of a Professional Services Agreement with GCR, Inc., for land program management and right-of-way acquisition services for Public Works and Wastewater projects and to allow for term extensions in one (1) year increments for a maximum of three (3) years with a maximum compensation total of \$75,000 per contract year.

WHEREAS, the St. Charles Parish Council has adopted professional services agreements with GCR, Inc. for land program management and right-of-way acquisition services for parish Hurricane protection and drainage projects; and,

WHEREAS, the St. Charles Parish Council desires to approve a service agreement with GCR to provide professional services to Public Works and Wastewater to assist in right of way acquisitions required for Public Works and Wastewater projects.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That a Professional Service Agreement between GCR, Inc. and St. Charles Parish for land program management and right-of-way acquisition services for parish Public Works and Wastewater projects and to allow for term extensions in one (1) year increments for a maximum of three (3) years with a maximum compensation total of \$75,000 per contract year is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said 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, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Spatafo
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY: [Signature]

ST. CHARLES PARISH

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 4th day of April, 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 President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein on an as-needed basis.

1. GENERAL

The OWNER engages the CONSULTANT to perform specific professional services identified and described in the scope of work for the Public Works and Wastewater Department. 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 and authorized on individual task orders for various projects as-needed. The work generally consists of attending project meetings, providing and/or coordinating: title and tax research, surveys appraisals, appraisal reviews, landowner meetings, landowner negotiations, land acquisition closings, and general project support (which includes but is not limited to: preparation of presentation materials, maps, and exhibits).
- b. CONSULTANT shall coordinate with the OWNER's legal representation on as-needed basis to support the OWNER's effort to acquire real estate interests. CONSULTANT shall be expected to perform professional services or furnish to OWNER turnkey right-of-way or servitude documents for land acquisitions as requested by task orders. CONSULTANT shall provide management support to OWNER including, but not limited to: preparation of project status reports; preparation and submittal of permitting documents (which may include mitigation plans); preparation of presentation materials and legal exhibits; and preparations of project schedules and cost estimations.

3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of one (1) year.
- b. The AGREEMENT may be extended in one (1) year increments for a maximum of two (2) years with mutual written agreement of both parties.
- c. 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. Upon written permission of the OWNER, CONSULTANT shall be permitted to complete and bill for all tasks authorized under this agreement.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is standard hourly rates plus related reimbursable expenses unless otherwise indicated via task order.
- b. Total compensation for the completion of the scope of work described in Section 2, shall be in accordance with CONSULTANT's attached rate sheet. The maximum compensation per year shall be \$75,000.

- c. CONSULTANT costs incurred as a direct result of the scope of work, may be submitted on monthly invoices as reimbursable fees. Payment for reimbursable fees shall require appropriate documentation and will be paid at cost.
- d. Such payment to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER.

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.
- c. CONSULTANT shall invoice an ascertainable sum proportionate to the fee amount described in Section 4. The percentage of services completed shall be based upon the scope of work set forth in Section 2.
- d. In no event shall the fee exceed what is set forth in Section 4 of the AGREEMENT.
- e. 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.
- f. 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

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

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 scope of work.
- b. 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.
- c. St. Charles Parish shall be named as additional insured on general liability insurance policies.

- d. OWNER may examine all insurance policies.
- e. 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

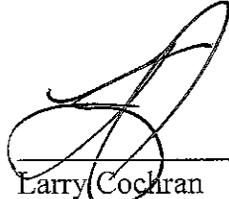
For all claims arising out of or related to this Agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty- Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONSULTANT'S residence and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

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

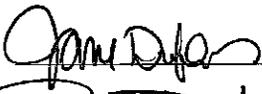
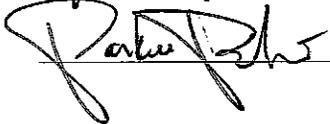
WITNESSES:

Rca S. Delechos
Billy Raymond

ST. CHARLES PARISH


Larry Cochran
Parish President

WITNESSES:

GCR INC.

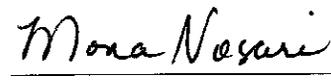

Mona Nosari
Associate Vice-President

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
WEST BANK HURRICANE LEVEE, ST. CHARLES PARISH
HOURLY BILLABLE RATES

<u>Employee Classification</u>	<u>Hourly Billable Rate</u>
Program Manager	\$185.00
Engineer/Construction Manager	\$125.00
Senior GIS/Mapping Technician	\$125.00
Senior Real Estate Specialist	\$115.00
Senior Planner	\$115.00
Real Estate Specialist	\$ 95.00
Planner	\$ 95.00
GIS/Mapping Technician	\$ 95.00
Graphics Specialist	\$ 85.00
Abstractor	\$ 85.00
Junior Real Estate Specialist	\$ 75.00
Administrative/Clerical	\$ 60.00

Appraisal and Surveying Rates to be furnished under separate proposal.