



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the ____ day of _____, 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


ST. CHARLES PARISH

By: Larry Cochran
Parish President

ATTEST

GCR Inc.





By: Mona Nosari
Associate Vice President

Lucas Lilly



GCR Inc.

2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122

UNO Research & Technology Park
Advanced Technology Center

TEL 504 304 2500 / 800 259 6192
FAX 504 304 2525
www.GCRInc.com

Exhibit A

June 17, 2016

Mr. Clayton "Snookie" Fauchaux, Director
Department of Public Works/Wastewater
St. Charles Parish
100 River Oaks Drive
Destrehan, LA 70047

**RE: Proposed Scope of Work and Cost Estimate
Coulee Canal Improvements, Phase 2
Montz, St. Charles Parish, Louisiana**

Dear Mr. Fauchaux,

For your review, please find attached a proposed scope of work and cost estimate to provide regulatory permitting, right of way acquisition, and curative title services for the Coulee Canal Phase 2 project. It is anticipated that the described services will be completed at the billable employee classifications of Senior Real Estate Specialist, Real Estate Specialist, GIS/Mapping Technician, and Junior Real Estate Specialist.

If the proposed scope of work and cost estimate are acceptable, please authorize GCR Inc. to provide the outlined services. If you have any questions, concerns, or would like additional information, please feel free to contact me at (504) 304-0753 or at llilly@gcrincorporated.com.

Respectfully,


Lucas Lilly
Senior Real Estate Specialist

Enclosures

cc: Greg Schultz, SCP
Rachel Whitener, SCP

Coulee Canal Drainage Improvements Phase 2
Montz, LA - St. Charles Parish Department of Public Works

Scope of Work Items and Estimated Project Budget

Item #1 - LDNR Coastal Use Permit, USACE Section 10/404 Permit, and LDEQ Water Quality Certification (Completion of permit drawings including vicinity map, plan view, and section view for Coulee Canal between Country Cottage Subdivision and Evangeline Road, preparation and submittal of online joint use permit application, and on-site meetings and correspondence with regulatory agencies to secure project permits.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	4	\$115.00	\$460.00
Real Estate Specialist	36	\$95.00	\$3,420.00
Junior Real Estate Specialist	8	\$70.00	\$560.00
GIS/Mapping Technician	40	\$95.00	\$3,800.00
Permit Application, Processing and Mitigation Fees	-	-	\$1,500.00
Vehicle Mileage	-	-	\$75.00
Sub-Total Item #1			\$9,815.00

Item #2 - Title Abstracts for Eight (8) Properties (Research the Clerk of Court records and prepare title reports for all impacted properties, check payment of ad valorem taxes for prior three (3) years, and order mortgage certificates from the Clerk of Court)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Real Estate Specialist	16	\$95.00	\$1,520.00
Junior Real Estate Specialist	24	\$70.00	\$1,680.00
Clerk of Court Copy Fees	-	-	\$300.00
Mortgage Certificate Fees	-	-	\$300.00
Vehicle Mileage	-	-	\$75.00
Sub-Total Item #2			\$3,875.00

Item #3 - Appraisal and Survey Coordination (Obtain cost proposals and prepare authorizations needed for appraisal and surveying services, establish right of way lines based on topographic surveys and provide to surveyor for use in preparing right of way maps, provide property information including aerial overlays of servitude limits to appraisers, and review appraisals and surveys for accuracy.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	16	\$115.00	\$1,840.00
Real Estate Specialist	36	\$95.00	\$3,420.00
Sub-Total Item #3			\$5,260.00

Item #4 - Preparation of Offer Packages, Negotiations and Counter Offers (Prepare just compensation offers, present offers to impacted landowners, prepare administrative settlement reports and make recommendations for expropriations when closing is not amicable.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	8	\$115.00	\$920.00
Real Estate Specialist	120	\$95.00	\$11,400.00
Junior Real Estate Specialist	60	\$70.00	\$4,200.00
Postage Fees for Certified Mailings	-	-	\$300.00
Sub-Total Item #4			\$16,820.00

Item #5 - Document Preparation and Closings (Prepare servitude agreements and ordinances, coordinate with Legal Services for necessary approvals, attend closings as a witness)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	4	\$115.00	\$460.00
Real Estate Specialist	80	\$95.00	\$7,600.00
Junior Real Estate Specialist	24	\$70.00	\$1,680.00
Vehicle Mileage	-	-	\$150.00
Sub-Total Item #5			<u>\$9,890.00</u>

Item #6 - Curative Title Work for Two (2) Properties (Research heirship info for Parcel DS4-1 Heirs of Ephraim Malone in Phase 1 and the Noe Keller, et al tract in Phase 2 each estimated to have 40-50 owners per tract, prepare affidavits of death, domicile and heirship vesting owners with sufficient interest to grant the required servitude, record affidavits with Clerk of Court).

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	8	\$115.00	\$920.00
Real Estate Specialist	160	\$95.00	\$15,200.00
Junior Real Estate Specialist	60	\$70.00	\$4,200.00
Postage and Notary Fees	-	-	\$500.00
Recordation Fees	-	-	\$1,500.00
Sub-Total Item #6			<u>\$22,320.00</u>

Item #7 - Expropriation Support (Prepare documentation needed to support expropriations filings, coordinate with Legal Services, prepare exhibits for trial proceedings)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	4	\$115.00	\$460.00
Real Estate Specialist	60	\$95.00	\$5,700.00
Junior Real Estate Specialist	8	\$70.00	\$560.00
Sub-Total Item #7			<u>\$6,720.00</u>

Item #8 - Project Management (Attend meetings as requested by Public Works, prepare status update reports, attend Council meetings for approval of ordinances.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	36	\$115.00	\$4,140.00
Real Estate Specialist	48	\$95.00	\$4,560.00
Vehicle Mileage	-	-	\$350.00
Sub-Total Item #8			<u>\$9,050.00</u>

Estimated GCR Professional Services	\$78,700.00
Estimated Direct Expenses	\$5,050.00
Estimated Project Budget for Coulee Canal Phase 2 Services	<u>\$83,750.00</u>

**Coulee Canal Drainage Improvements Phase 2
Montz, LA - St. Charles Parish Department of Public Works**

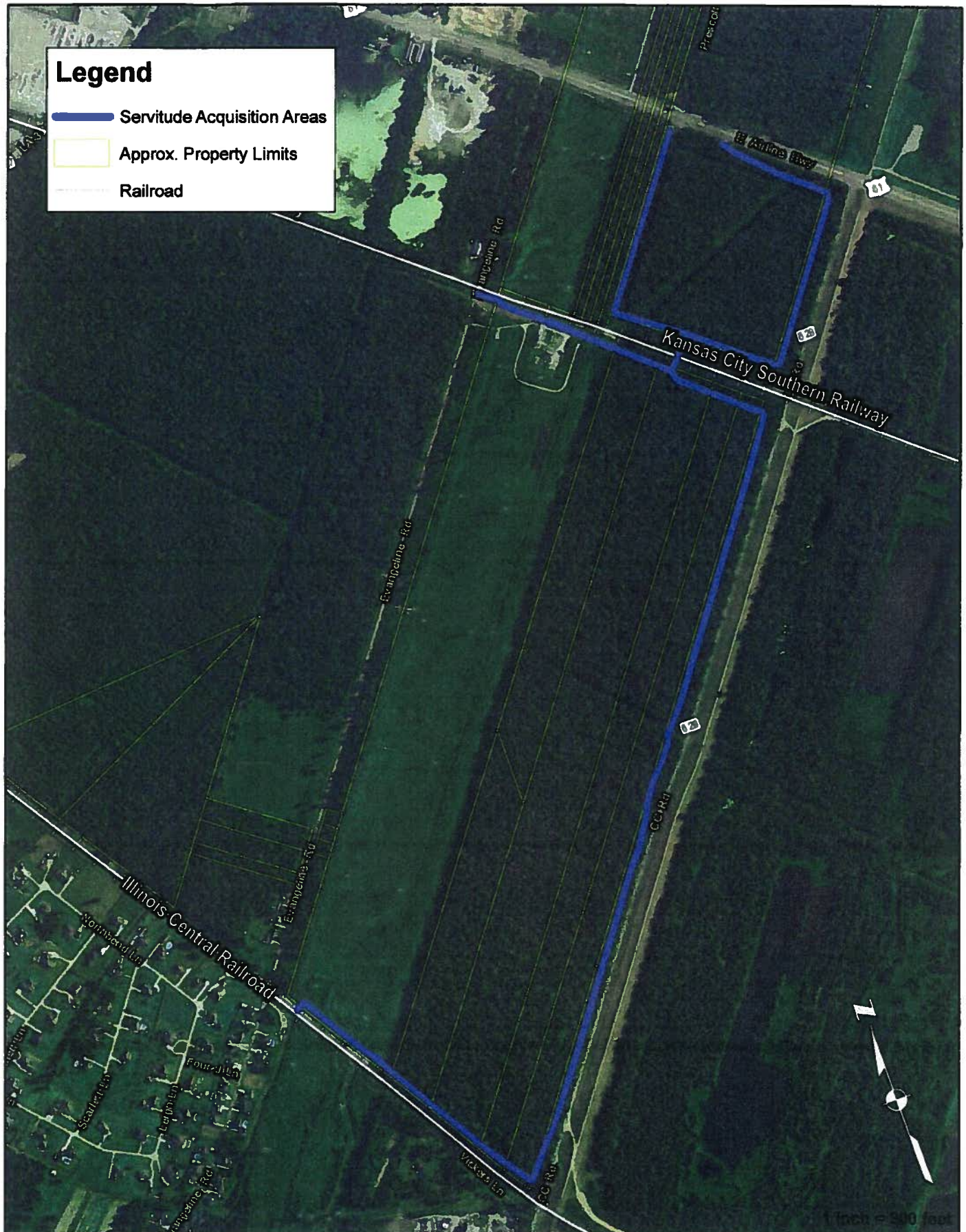
Hourly Rates for Employee Classifications

Program Manager	\$155.00
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
Junior Real Estate Specialist	\$70.00
Abstractor	\$70.00
Administrative/Clerical	\$50.00

Coulee Canal Drainage Improvements Phase 2
Montz, LA - St. Charles Parish Department of Public Works

Assumptions and Limitations to the Cost Proposal

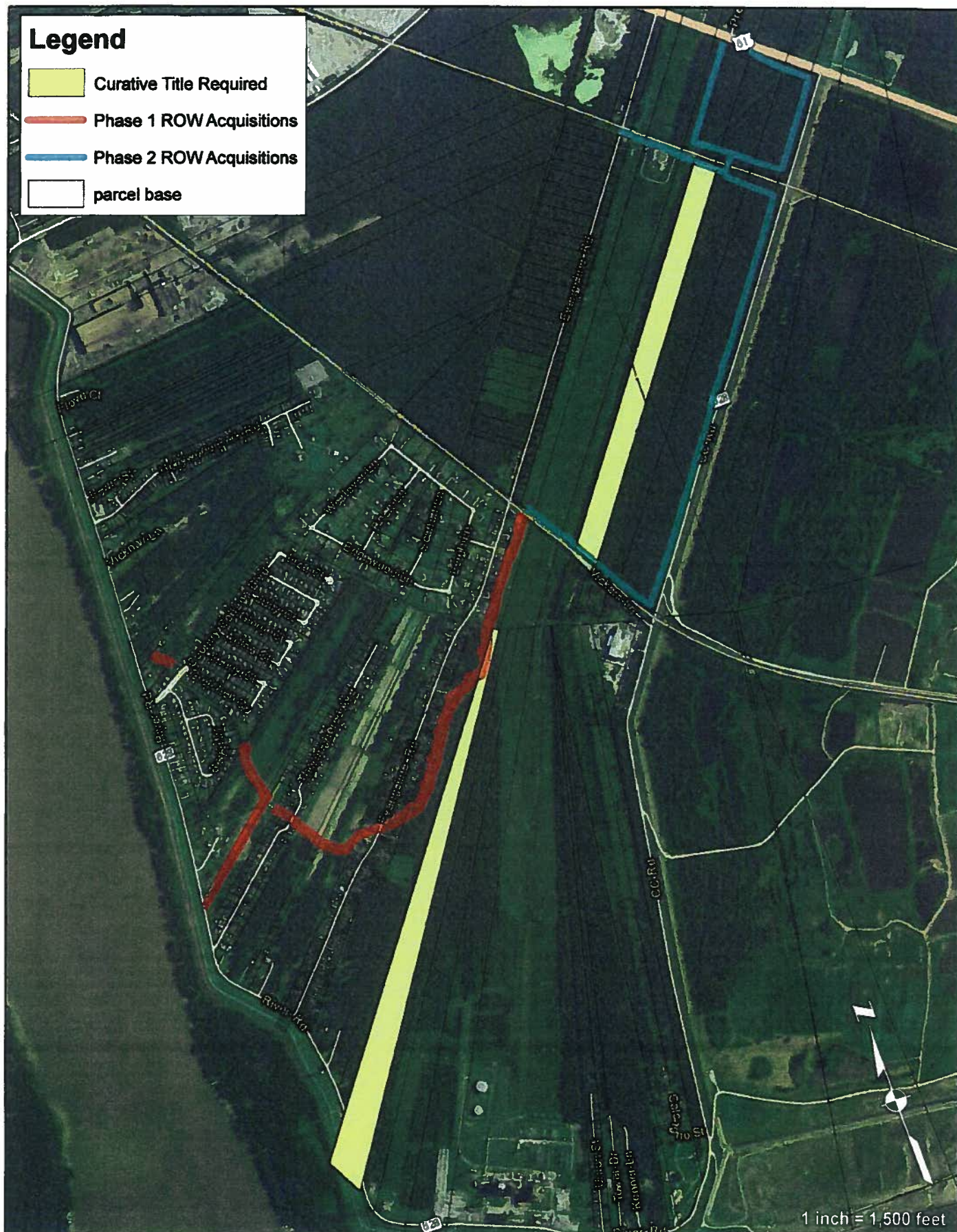
- 1.) The cost proposal accounts for acquiring right of way across eight (8) properties in Phase 2 as shown on the attached map, performing curative title work for the two (2) tracts indicated on the attached map covering approximately eighty (80) individual owners identified as potential heirs, and obtaining the necessary regulatory approvals for the Parish to completed canal work in a portion of Phase 1 as shown on the attached map.
- 2.) Appraisal costs are not included in the proposed budget. GCR will obtain proposals from Parish selected appraisers at the request of the Project Manager. Authorizations and payments to the appraisers shall be issued directly from the Parish.
- 3.) If it is determined that a property is significantly encumbered with liens and judgments greater in value than that of the required right-of-way, the parcel will be recommended for expropriation after presenting all necessary offers to the property owners.
- 4.) The cost estimate does not account for time and materials that may be necessary for GCR employees to testify on behalf of the Parish in legal proceedings. Any time and materials required for those efforts will be billed at the hourly rates listed in the cost proposal for the required employee(s).
- 5.) Direct expenses shown are estimates only. All incurred direct expenses will be billed at cost with no overhead markup and will be substantiated with receipts.
- 6.) Estimated direct expenses include, but are not limited to, permitting fees, recordation and copy fees from the Clerk of Court, mortgage certificate costs, postage fees for certified mailings, notary fees, and vehicle mileage to inspect the project site, meet with property owners and attend project meetings.



Coulee Canal Phase 2 Servitude Areas to be Acquired

This is not a survey. All property boundaries are approximate and shown for illustration purposes only.

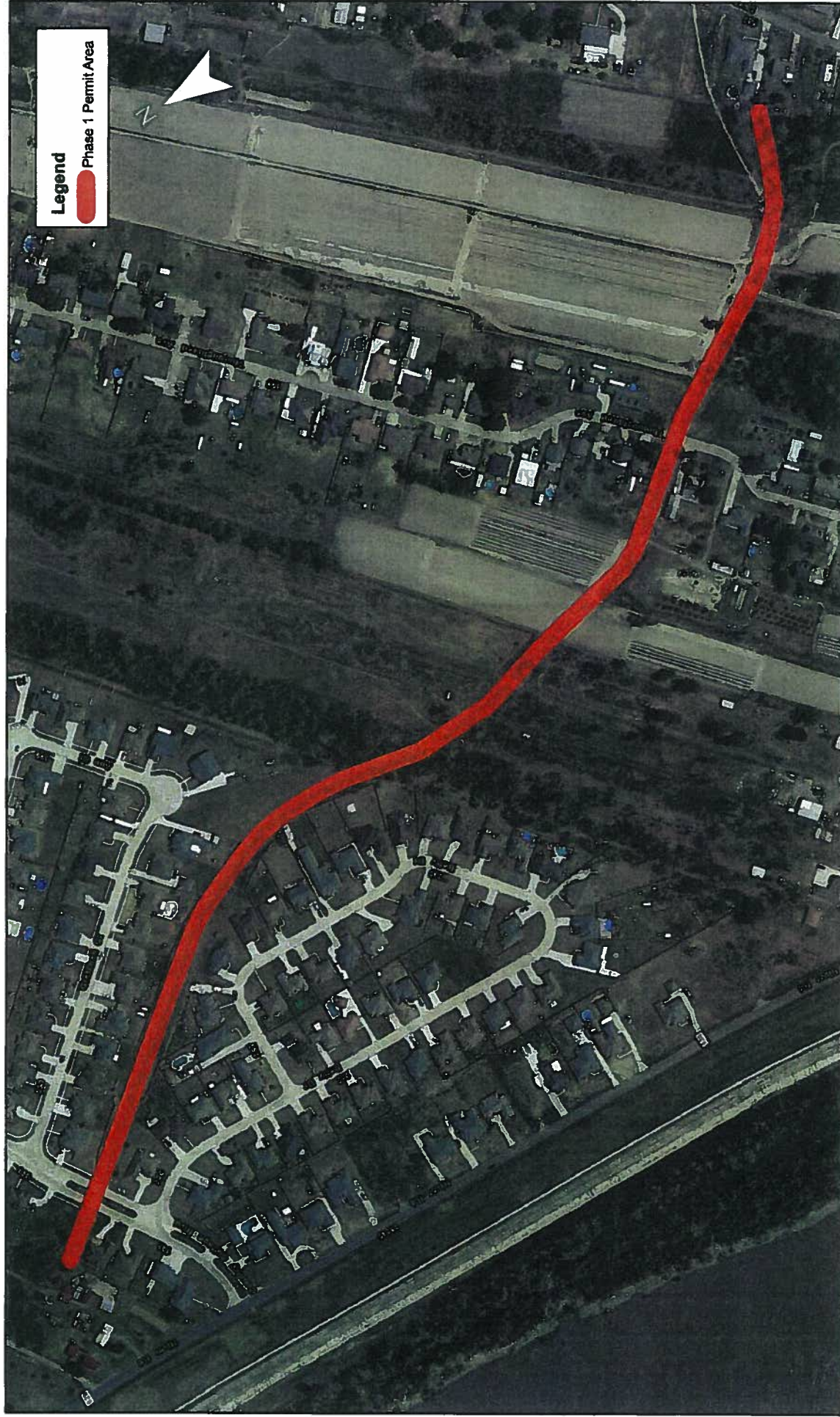
0 400 800 Feet



Coulee Canal Phase 2 Properties Requiring Curative Title

This is not a survey. All property boundaries are approximate and shown for illustration purposes only.

0 750 1,500 Feet



**Coulee Canal Permit Limits - Phase 1
Open Canal Sections**

St. Charles Parish Department of Public Works / Wastewater

Project Number: P080802-5

Project Name: COULEE CANAL ACCESS FOR MAINTENANCE-PHASE II

Received From: GCR, INC

Contents: PROFESSIONAL SERVICE AGREEMENT - 3 COPIES

Received by	Intital	Date Received	Original or Copy (check one)		Comments
			ORG.	COPY	
KT or CC	KT	6/30/2016	<input type="checkbox"/>	<input type="checkbox"/>	
Jane Lanier	JL	6-30-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scan to Council
Rennan Duffour			<input type="checkbox"/>	<input type="checkbox"/>	+ email Email kind doc of ord.
Don Edwards			<input type="checkbox"/>	<input type="checkbox"/>	
Greg Schultz		6-30-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greg reviewed & approved
Lee Zeringue			<input type="checkbox"/>	<input type="checkbox"/>	
Accounting			<input type="checkbox"/>	<input type="checkbox"/>	
Chris Dufour			<input type="checkbox"/>	<input type="checkbox"/>	
Carlton Bischoff			<input type="checkbox"/>	<input type="checkbox"/>	
Terry Breau			<input type="checkbox"/>	<input type="checkbox"/>	
Dan Domengeaux			<input type="checkbox"/>	<input type="checkbox"/>	
Grants Office			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
File		6-30-16	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 copy & Scan to file



LARRY COCHRAN
PARISH PRESIDENT

CLAYTON FAUCHEUX
DIRECTOR

ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047
(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250
Website: www.stcharlesparish-la.gov

June 30, 2016

TO: Tiffany K. Clark
Council Secretary

FROM: Clayton Fauchaux 
Director of Public Works/Wastewater

SUBJECT: **Professional Services Agreement with
GCR, Inc.
St. Charles Parish Project No. P080802-5
Coulee Canal Access For Maintenance – Phase II**

Please introduce an Ordinance for the above referenced subject at the next Council Meeting, which is Tuesday, July 5, 2016. Thank you for your usual cooperation.

CMF:jgl

Attachments