

**PROFESSIONAL SERVICES AGREEMENT**

**WEST BANK HURRICANE PROTECTION LEVEE, ST. CHARLES PARISH**

BE IT KNOWN, on this 30th day of October, 2008;

BEFORE ME, the undersigned Notaries Public, duly commissioned and qualified in and for the Parishes hereinafter referenced, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, by and through V.J. St. Pierre, Jr. its Parish President, duly authorized to act herein for and on behalf of St. Charles Parish, as per Ordinance No. 08-10-6 , adopted on the 20th day of October , 2008, a copy attached hereto and made a part hereof, who declared that St. Charles Parish hereby contracts with GCR & Associates, Inc., a Louisiana Corporation, by and through Michael W. Flores, its President, (hereinafter referred to as "GCR") to perform turnkey right-of-way acquisition and program management services for St. Charles Parish, (hereinafter referred to as "PARISH") for the West Bank Hurricane Protection Levee, (hereinafter referred to as "PROJECT") with the following terms and conditions;

1. **SCOPE of SERVICES** - GCR shall perform or furnish to PARISH turnkey right-of-way acquisition and program management services for various phases of the PROJECT to which this agreement applies. GCR shall serve PARISH as the prime real estate consulting firm for PROJECT providing right-of-way acquisition, real estate related support services, project management and liaison between the Corps of Engineers, sponsoring Levee District and PARISH. GCR may employ subconsultants to assist in the performance or furnishing of professional real estate consulting services and related services hereunder. GCR shall not be required to employ any subconsultants unacceptable to GCR.

The services and deliverables under this contract will be provided on an as needed basis and authorized on an individual task order basis. The specific services to be delivered under this contract shall consist of the following.

- a) **Right-of-Entry for Surveys and Exploratory Work** – GCR is prepared to coordinate all right-of-entry requests to support surveying and exploratory

efforts. GCR will determine property ownership based on research of the tax assessor and conveyance offices for St. Charles Parish. Only current owners of record will be determined at this phase of the PROJECT. GCR will contact owners through certified mail concerning right-of-entry.

- b) **Title Research and Abstracts of Title** – GCR will identify property ownership for those tracts within proposed project alternatives or alignments. GCR will conduct title research in the conveyance and mortgage records in St. Charles Parish. Detailed abstracts of title providing a chronology of acts in the chain of title along with a copy of recorded relevant instruments will be provided. If deemed necessary, GCR will furnish title opinions from title attorneys. Additionally, at the discretion of the PARISH, GCR will coordinate with an independent title company for providing title policies. All costs for title insurance/policies will be billed at cost and fees associated with requesting and obtaining title policies will be invoiced to PARISH.
  
- c) **Right-of-Way Maps, Tract Plat Maps, Legal Descriptions** – GCR will coordinate with a local surveying company for the preparation of PROJECT right-of-way maps. Right-of-way maps will be prepared based on courthouse research conducted by GCR. The surveying company selected for this assignment will be approved by PARISH prior to the commencement of this portion of the PROJECT. At the discretion of the PARISH, GCR will furnish individual tract plat maps and legal descriptions of required rights-of-way. A draft copy of tract plat maps, legal descriptions and right-of-way maps will be furnished to the PARISH for review and approval.
  
- d) **Appraisals and Cost Estimation Services** – GCR will obtain appraisal estimates of value on preliminary alignments or appraisal reports covering all required rights-of-way. Appraisal reports will be obtained from Louisiana state certified appraisers. Appraisal reports will be in narrative form and will conform to the *Uniform Standards for Federal Land Acquisitions* and the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions*. A draft copy of each appraisal report will be submitted to the PARISH and to other project sponsors for review and approval. Upon approval by the PARISH and other project sponsors, GCR will obtain three original appraisal reports with color photographs or color copies of the property that is the subject of the report. All appraisal reports will be made available in electronic format. All appraisers will be required to make a diligent effort to contact the landowner by telephone and letter to provide the owner an opportunity to accompany the appraiser during the property inspection. A date of physical inspection of the property along with a copy of the letter contacting property owner or his representative will be included in the appraisal report. GCR will also coordinate minor or major appraisal updates as required in the event negotiations are unsuccessful and litigation is required.

- e) **Document Preparation** – GCR will prepare all necessary documents to support the PROJECT including project correspondence, rights-of-entry, easement agreements, permits, sales, partial releases, acts of subordination, etc. All documents will be submitted in draft to PARISH appointed representative(s) for review and approval concerning format and content.
- f) **Negotiations** –GCR will manage and oversee all negotiations with affected landowners of parcels to be acquired. All negotiations conducted by GCR will be in accordance with Public Law 91-646, as amended. Negotiations include preparation of negotiation packages, including the offer of just compensation letter, plat map(s), legal description(s), copy of the estate(s) to be acquired, list of purported owners and percentage of ownership, list of title defects, statement of fair market value, method of appraisal, and applicability of relocation assistance benefits according to Title II of Public Law 91-646, as amended. All just compensation offers will be in writing and all offers will be explained in detail. A detailed Negotiator’s Summary Report will be maintained for all ownerships and will document all discussions, meetings, email communications, etc. with individual landowners. A minimum of three contacts will be made with each owner. GCR will coordinate the review and submission of all counteroffers made by landowners, provide written justification and submit to the PARISH and other project sponsors for consideration.
- g) **Relocations** – GCR will conduct all project relocations, specifically displaced homeowners, tenants and business owners affected by project alignments. Coordination of utility relocations will also be conducted by GCR.
- h) **Recordation, Compensation, Check Receipts** – GCR will submit all executed documents to the PARISH for review and final approval. GCR will have all final project documents recorded in the conveyance records of St. Charles Parish. GCR will also coordinate with the PARISH for the processing of landowner payments. Payment to landowners will be coordinated by GCR and will include transmittal letters and check receipts. Copies of all relevant documents will be included in individual property files.
- i) **Expropriation** – GCR will recommend expropriation on all files where successful negotiations could not be reached. An entire copy of the property ownership file will be furnished to PARISH. The property ownership file will include a copy of all relevant project correspondence and work products such as abstracts, title opinions and appraisal reports. A detailed Negotiator’s Summary Report will be furnished for each ownership. GCR will work with appointed PARISH representatives to assist in litigation efforts.
- j) **Litigation Support** – GCR will work PARISH representatives to support project related litigation on an as needed basis. Litigation support includes

the preparation of materials for trial such as presentation boards/exhibits, Power Point presentations, legal research, coordination with expert witnesses, preparation of briefs and memorandums and any other related activities.

- k) **Cost Accounting/Project Crediting** – At the commencement of the PROJECT and issuance of individual task orders, GCR will establish phases of work within our internal accounting system. Time charges by staff members will be posted to the relevant project phases and tasks for the purpose of tracking project costs by individual phases of work. On a monthly basis, PARISH will receive a monthly report furnishing project costs to date by individual projects and relevant tasks. GCR will maintain costs in such a manner that will enable the submission of project documentation to support credit requests to project sponsors. While crediting from various state and federal agencies is not guaranteed, GCR will maintain accounting records for the purpose of soliciting credit and reimbursement requests and will further support the PARISH in soliciting credits for prior work. Since GCR was not a party to any prior assignments with PARISH, credits for prior work is not guaranteed.
- l) **Public Hearings** – GCR will support the PARISH at public hearings related to the project on an as needed basis. Support includes preparation of presentation boards and other related materials, community outreach facilitation, meeting minutes, and arranging public meeting locations.
- m) **Management and Reporting** – GCR will provide management support to the PARISH in the administration and implementation of PROJECT. Such support will include but not be limited to; preparation and submittal of permit applications as required; preparation of project status reports; preparation of presentation materials as requested by PARISH to support PROJECT funding and crediting; preparation of PROJECT schedules and attendance at PROJECT meetings.

- 2. **COMPENSATION, SCHEDULE AND PAYMENTS** – The PARISH agrees to pay GCR relative to the services performed under this contract in accordance with the hourly rates for the various professional classifications listed in Exhibit A, attached hereto and made a part hereof. GCR will be paid based on a maximum of \$250,000 for professional consulting services, not including direct expenses which will be billed at cost and supported by receipts, invoices and documentation of all direct expenses. Current billing rates for GCR employee classifications anticipated for this project is attached hereto and identified as Exhibit A. The rates established in Exhibit A do not reflect annual salary adjustments. Adjusted hourly rates will be submitted in January of each year throughout the duration of the contract. All subsequent billings will reflect the adjusted hourly rates.

This contract will be effective at its execution and extend for a period of 2 years and will be referred to as the Engagement Period. At the option of the PARISH, the Engagement Period may be extended for an additional 2 years.

The PARISH agrees to make timely payments to GCR based upon the submission of monthly invoices and the accompanying project documentation. All invoices will be reviewed by the PARISH and documentation of expenses and time charges to the PROJECT will be substantiated by the PARISH. The PARISH will make good faith and reasonable efforts to pay GCR for approved invoices within 30 days of receipt of the subject invoice. All payments will be forwarded to GCR at our principal business office located at 2021 Lakeshore Drive, Suite 500, New Orleans, Louisiana 70122.

3. **INDEPENDENT CONTRACTOR** – GCR is and shall perform its obligations as an independent contractor with the authority to control and direct the performance of the details of the work. GCR shall be responsible for all taxes which are assessed by any governmental authorities with respect to the work and on amounts paid by the PARISH to GCR under this professional services agreement, and GCR shall hold PARISH harmless from and against any liability for the payments thereof. This Agreement does not create any partnership, joint venture, agency or employee/employer relationship of any kind between GCR and PARISH, nor shall any employee of GCR be deemed to be an employee of PARISH. GCR shall act as an independent contractor with respect to its performance under this Agreement and all persons employed by either GCR or PARISH are, and will remain the employee and agents of GCR and PARISH and are not, and will not become, the employees or agents of the other party. Each party is solely responsible for the direction, control, acts and omissions of its own employees and agents, and neither party will have responsibility, supervisory authority or control for the acts and omissions of the other party's employees and agents.
4. **INSURANCE** – GCR, at its sole cost, and throughout the duration of the contract, shall obtain and keep in force insurance coverage in the amounts as noted below.

Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Worker's Compensation and Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000

5. **AUDIT** – GCR and each of its subcontractors shall maintain true and correct records pertaining to the work performed hereunder, including on a daily basis the names of the employees, starting and ending time for each, travel time, the type of work performed by each, the materials used and other records which are subject to inspection hereunder for a period of three (3) years after completion of the work covered under each individual task order. The PARISH may audit any books or

records of GCR and any of its subcontractors relating directly or indirectly to work and services performed hereunder and the prices or rates charged therefore; provided however, GCR and any of its subcontractors shall have the right to exclude any trade secrets, formulas or processes not the property of the PARISH from such an inspection.

6. **COMPLIANCE WITH LAW** – In the performance hereunder, GCR will comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise, of any Federal, State, municipal and local authority, or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or applicable to the performance of the work.
7. **GOVERNING AGREEMENT** – In the event there should be any conflict regarding the provisions of this Agreement and GCR’s task orders, invoice or any other agreement or amendment, whether written or oral relating to the work or pertaining to the matters covered in this Agreement, the provisions of this Agreement shall control and govern the relationship of the parties.
8. **SEVERABILITY** – In case any of the provisions of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected, modified or impaired thereby.
9. **TERMINATION** – GCR agrees that this contract may be terminated at any time with or without cause, upon the receipt of notice by certified mail, and that GCR is entitled to payment only for work and services rendered to the date of termination.
10. **CONFIDENTIAL INFORMATION; NON-SOLICITATION**
  - a) In the course of providing Professional Services to PARISH, PARISH acknowledges that it will have access to or learn certain information belonging to GCR that is proprietary and confidential (“Confidential Information”).
  - b) The term "Confidential Information," as used throughout this Agreement, means any secret or proprietary information relating directly to GCR’s business including, but not limited to, products, pricing policies, marketing plans and strategies, product development techniques or plans, technical processes, specific software, algorithms, object and source codes, user manuals, systems documentation, and other business and financial affairs of GCR.
  - c) PARISH agrees that it will keep strictly confidential all Confidential Information and will not, without the express written authorization, of GCR,

use or sell, market or disclose any Confidential Information to any third person, firm, corporation, entity, or association for any purpose.

- d) During the Engagement Period and for a period of two (2) years following the termination or expiration of the term of this Agreement, PARISH will not, whether for its own account or for the account of any other person, firm, corporation or other business organization, solicit or recruit any person who is, or was employed by GCR during the Engagement Period or any extension thereof and became known to PARISH as a result of the Professional Services performed hereunder.
- e) Notwithstanding anything in this Agreement to contrary, the obligations of PARISH under this Section 9 shall not expire upon termination of this Agreement and shall survive such termination.

#### **11. INDEMNIFICATION**

- a) PARISH shall indemnify and hold harmless GCR and its directors, officers, employees, consultants and agents or any of them from and against claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the breach of this Agreement by PARISH.
- b) GCR shall indemnify and hold harmless PARISH and its directors, officers, employees, consultants and agents or any of them from and against claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the breach of this Agreement by GCR.

12. **NON-DISCRIMINATION** - GCR agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974. Title IX of the Education Amendments of 1972, the Age Act of 1975, and GCR agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

GCR agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation.

13. **BINDING EFFECT; ASSIGNMENT** - This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of GCR. This Agreement shall not be assigned by GCR without the prior consent of PARISH.

14. **ENTIRE AGREEMENT** - This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between them as to such subject matter.
15. **ADDITIONAL WORK** – As requested by PARISH any and all additional services not mentioned in the Scope of Services beyond which is described herein will be executed under the terms and conditions outlined herein with compensation for additional services to be at a rate based on GCR's rate schedule shown in Exhibit A.
16. **AMENDMENT** - This Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.
17. **WAIVER** - No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any provision of this Agreement to be performed by such party shall be deemed a waiver of similar or dissimilar provisions at the same or at any prior or subsequent time.
18. **NOTICES** - All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier, facsimile transmission or mailed (certified or registered mail, return receipt requested) to the following address:

**CLIENT:**

**ST. CHARLES PARISH:**

V.J. St. Pierre, Parish President  
Post Office Box 302  
Hahnville, Louisiana 70057

**GCR:**

Gregory C. Rigamer  
GCR & Associates, Inc.  
2021 Lakeshore Drive, Suite 500  
New Orleans, LA 70122

19. **GOVERNING LAW** - This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflicts of law rules.



IN WITNESS WHEREOF, the party hereto has executed this Agreement as of the 30th day of October, 2008 in the presence of the undersigned competent witnesses and me, Notary.

ATTEST

Mona Nosari

KW

GCR & Associates, Inc.

By: Michael W. Flores

Name: Michael W. Flores

Title: President

SWORN TO and SUBSCRIBED  
BEFORE ME, NOTARY PUBLIC, this

30th day of October, 2008.

Jamie C. Parker  
Notary Public

JAMIE C. PARKER  
NOTARY PUBLIC  
STATE OF LOUISIANA  
NOTARY ID NO. 85570  
MY COMMISSION IS FOR LIFE

IN WITNESS WHEREOF, the party hereto has executed this Agreement as of the 23~~rd~~ day of October, 2008 in the presence of the undersigned competent witnesses and me, Notary.

Valarie Berthelot

Nicole Bruneau

**PARISH**

By: V. St. Pierre  
Name: V.J. St. Pierre  
Title: Parish President

SWORN TO and SUBSCRIBED  
BEFORE ME, NOTARY PUBLIC, this

23<sup>rd</sup> day of October, 2008.

[Signature]  
Notary Public  
Loonoke, Virginia  
# 13061

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT**

**WEST BANK HURRICANE PROTECTION LEVEE, ST. CHARLES PARISH**

Program Manager	\$140.00
Engineer	\$125.00
Senior GIS/Mapping Tech.	\$115.00
Real Estate Specialist	\$110.00
Planner	\$ 85.00
GIS/Mapping Technician	\$ 85.00
Graphics Specialist	\$ 80.00
Administrative/Clerical	\$ 45.00

Appraisal, Abstracting and Surveying Rates to be furnished by task order.

Note: The billable rates listed herein reflect current 2008 billing rates for the GCR employee classifications anticipated for the Project. The rates established herein do not reflect annual salary adjustments. Adjusted hourly rates will be submitted in January of each year throughout the duration of the contract. All subsequent billings will reflect the adjusted hourly rates.

AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
WEST BANK HURRICANE PROTECTION LEVEE  
ST. CHARLES PARISH

BE IT KNOWN, that on this 2nd day of March 2011,

ST. CHARLES PARISH, represented herein by V. J. St. Pierre, Jr, Parish President,  
15045 River Road, Post Office Box 302, Hahnville, LA 70057,

AND

GCR & ASSOCIATES, INC., represented herein by Michael W. Flores, its President,  
2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122,

HEREBY AGREE THAT:

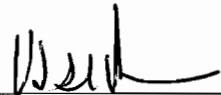
In accordance with Section 2 of Ordinance No. 08-10-6 adopted by the St. Charles Parish Council on October 20, 2008 and duly executed on the 30<sup>th</sup> day of October 2008, the extension of the Professional Services Agreement For the West Bank Hurricane Protection Levee, St. Charles Parish through October 20, 2012 is hereby ratified.

In addition, Section 2 Compensation, Schedule and Payments is hereby amended to add the following: The maximum compensation is hereby set at \$200,000.00 for the period January 1, 2011 through October 20, 2012.

All other provisions of said contract shall remain as first written.

ST. CHARLES PARISH

WITNESS:

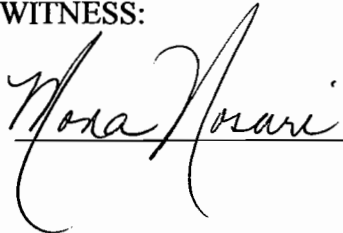
BY:   
V. J. St. Pierre, Jr.  
Parish President



GCR & ASSOCIATES, INC.

WITNESS:

BY:   
Michael W. Flores  
President



## **REVISED EXHIBIT A**

### **PROFESSIONAL SERVICES AGREEMENT**

#### **WEST BANK HURRICANE PROTECTION LEVEE, ST. CHARLES PARISH**

#### **2011 HOURLY BILLABLE RATES**

Program Manager	\$155.00
Engineer	\$125.00
Senior GIS/Mapping Tech.	\$120.00
Senior Real Estate Specialist	\$110.00
Real Estate Specialist	\$ 90.00
Planner	\$ 90.00
GIS/Mapping Technician	\$ 90.00
Graphics Specialist	\$ 80.00
Administrative/Clerical	\$ 45.00

Appraisal, Abstracting and Surveying Rates to be furnished by task order.

Note: The billable rates listed herein reflect current 2011 billing rates for the GCR employee classifications anticipated for the Project. The rates established herein do not reflect annual salary adjustments. Adjusted hourly rates will be submitted in January of each year throughout the duration of the contract. All subsequent billings will reflect the adjusted hourly rates.

**2011-0059**

**INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 11-2-13**

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR & Associates, Inc. for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee.

**WHEREAS,** the St. Charles Parish Council adopted Ordinance No. 08-10-6 on October 20, 2008 approving a Professional Services Agreement with GCR & Associates, Inc. to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee; and,

**WHEREAS,** said services continue to be needed in the permitting and right-of way acquisition of the West Bank Hurricane Protection Levee; and,

**WHEREAS,** it is the desire of the Parish Council to approve Amendment No 1 to said Agreement.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Amendment No. 1 to Ordinance No. 08-10-6 adopted October 20, 2008 to provide for additional funding of said Agreement in accordance with the Consolidated Operating and Capital Budget for Fiscal Year 2011 is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of the St. Charles Parish.

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT

NAYS: NONE

ABSENT NUSS

And the ordinance was declared adopted this 21st day of February, 2011, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 8:40 am

RECD BY:

**AMENDMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
WEST BANK HURRICANE PROTECTION LEVEE  
ST. CHARLES PARISH**

BE IT KNOWN, that on this 19<sup>th</sup> day of October, 2012,

ST. CHARLES PARISH, represented herein by V.J. St. Pierre, Jr., Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057,

AND

GCR INC., formerly GCR & ASSOCIATES, INC., represented herein by Joseph P. Doherty, Jr., its Chief Executive Officer, 2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122,


HEREBY AGREE THAT:

In accordance with Section 2 of Ordinance No. 08-10-6 adopted by the St. Charles Parish Council on October 20, 2008 and duly executed on the 30<sup>th</sup> day of October, 2008, the extension of the Professional Services Agreement for the West Bank Hurricane Protection Levee, St. Charles Parish through October 20, 2014 is hereby ratified.

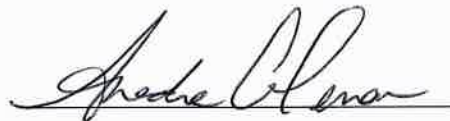
In addition, Section 2 Compensation, Schedule and Payments is hereby amended to add the following: The maximum compensation is hereby set at \$200,000.00 for the period October 20, 2012 to October 20, 2014 per the hourly billable rates in the attached REVISED EXHIBIT A.

All other provisions of said contract and previous amendments shall remain as first written.


ST. CHARLES PARISH

BY:   
V.J. St. Pierre, Jr.  
Parish President

WITNESS:



GCR INC.

BY:   
Joseph P. Doherty, Jr.  
Chief Executive Officer

WITNESS:



## REVISED EXHIBIT A

### HOURLY BILLABLE RATES

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

Appraisal and Surveying Rates to be furnished under separate proposal.

Note: The billable rates listed herein reflect billing rates for the period of October 20, 2012 through October 20, 2013 for the GCR employee classifications anticipated for the Project. GCR will submit a revised rate schedule in October 2013 that reflects annual salary adjustments.



2012-0355

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 12-10-6

An ordinance to approve and authorize the execution of Amendment No. 2 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR & Associates, Inc., now GCR Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee.

**WHEREAS**, the St. Charles Parish Council adopted Ordinance No. 08-10-6 on October 20, 2008 approving a Professional Services Agreement with GCR & Associates, Inc. to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee; and,

**WHEREAS**, the St. Charles Parish Council adopted Ordinance No. 11-2-13 on February 21, 2011 approving Amendment No. 1 to the Professional Services Agreement with GCR & Associates, Inc. to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee; and,

**WHEREAS**, said services continue to be needed in the permitting and right-of-way acquisition of the West Bank Hurricane Protection Levee; and,

**WHEREAS**, it is the desire of the Parish Council to approve Amendment No. 2 to said agreement; and,

**WHEREAS**, GCR & Associates, Inc. changed their firm name registered with the Louisiana Secretary of State to GCR Inc. on January 5, 2012.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Amendment No. 2 to Ordinance No. 08-10-6 adopted October 20, 2008 to provide for additional funding of said Agreement in accordance with the Consolidated Operating and Capital Budget for Fiscal Year 2012 and 2013 is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment No. 2 on behalf of the Parish of St. Charles.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 15th day of October, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: 10-17-12

APPROVED:  DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: V. St. Pierre

RETD/SECRETARY: 10-17-12

AT: 1:40 pm RECD BY: see

**AMENDMENT NO. 3  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
WEST BANK HURRICANE PROTECTION LEVEE  
ST. CHARLES PARISH**

BE IT KNOWN, that on this 11 day of April, 2014,

ST. CHARLES PARISH, represented herein by V.J. St. Pierre, Jr., Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057,

AND

GCR INC., formerly GCR & ASSOCIATES, INC., represented herein by Michael W. Flores, its Chief Operating Officer, 2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122,


HEREBY AGREE THAT:

In accordance with Section 2 of Ordinance No. 08-10-6 adopted by the St. Charles Parish Council on October 20, 2008 and duly executed on the 30<sup>th</sup> day of October, 2008, the extension of the Professional Services Agreement for the West Bank Hurricane Protection Levee, St. Charles Parish through October 20, 2016 is hereby ratified.

In addition, Section 2 Compensation, Schedule and Payments is hereby amended to add the following: The maximum compensation is hereby set at \$325,000.00 for the period April 1, 2014 to October 20, 2016 per the hourly billable rates in the attached REVISED EXHIBIT A.

All other provisions of said contract and previous amendments shall remain as first written.


ST. CHARLES PARISH

BY:   
\_\_\_\_\_  
V.J. St. Pierre, Jr.  
Parish President

WITNESS:

  
\_\_\_\_\_

GCR INC.

BY:   
\_\_\_\_\_  
Michael W. Flores  
Chief Operating Officer

WITNESS:

  
\_\_\_\_\_

## REVISED EXHIBIT A

### HOURLY BILLABLE RATES

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

Appraisal and Surveying Rates to be furnished under separate proposal.

Note: The billable rates listed herein reflect billing rates for the period of April 1, 2014 through October 20, 2015 for the GCR employee classifications anticipated for the Project. GCR will submit a revised rate schedule on October 1, 2015 that reflects annual salary adjustments.

2014-0086

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 14-4-3

An ordinance to approve and authorize the execution of Amendment No. 3 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR & Associates, Inc., now GCR Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee initiative.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 08-10-6 on October 20, 2008 approving a Professional Services Agreement with GCR & Associates, Inc. to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 11-2-13 on February 21, 2011 approving Amendment No. 1 to the Professional Services Agreement with GCR & Associates, Inc. to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 12-10-6 on October 15, 2012 approving Amendment No. 2 to the Professional Services Agreement with GCR Inc., formerly GCR & Associates, Inc. to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee; and,

WHEREAS, said right-of-way acquisition and program management services continue to be needed for the West Bank Hurricane Protection Levee initiative; and,

WHEREAS, it is the desire of the Parish Council to approve Amendment No. 3 to said agreement; and,

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Amendment No. 3 to Ordinance No. 08-10-6 adopted October 20, 2008 to provide for additional funding of said Agreement in accordance with the Consolidated Operating and Capital Budget for Fiscal Year 2014, 2015 and 2016 is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment No. 3 on behalf of the Parish of St. Charles.

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

YEAS: SCHEXNAYDRE, TASTET, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, BENEDETTO

And the ordinance was declared adopted this 7th day of April, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 12:45 pm RECD BY: [Signature]