

2025-0323

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 25-11-5

An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, to perform environmental services for the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the not to exceed amount of \$89,000.00.

WHEREAS, Ordinance No. 25-9-8 adopted on September 22, 2025, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the not to exceed amount of \$609,085.50; and,

WHEREAS, St. Charles Parish desires to construct a new Turtle Pond Drainage Pump Station with a minimum capacity of 150 cfs to replace the existing station that has a capacity of approximately 86 cfs; and,

WHEREAS, upstream drainage improvements are required to properly convey stormwater to the new pump station; and,

WHEREAS, St. Charles Parish has been awarded funding from the Louisiana Watershed Initiative Round 2 for construction of the pump station portion of the project, and design if additional funds become available; and,

WHEREAS, environmental tasks such as an Environmental Review Record (ERR), Wetland Delineation and Jurisdictional Determination, and Joint Permit Application are required to satisfy the funding requirements and ensure all environmental impacts are determined and mitigated if necessary, to complete the pump station and upstream drainage improvements project; and,

WHEREAS, St. Charles Parish and ELOS Environmental, LLC, have mutually agreed to a not to exceed price of \$89,000.00 to complete all tasks listed above and all details on scope, schedule and compensation are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and ELOS Environmental, LLC, to perform environmental services as required by the Department of Public Works, for the Turtle Pond Pump Station and Upstream Improvements (Project No. P250901), in the not to exceed amount of \$89,000.00, 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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca

SECRETARY: Michelle Spataro

DLVD/PARISH PRESIDENT: November 4, 2025

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: November 5, 2025

AT: 3:05 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 11/10/2025
by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ELOS Environmental, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Turtle Pond Pump Station and Upstream Drainage Improvements, Parish Project No. P250901 as described in Ordinance No. 25-11-5 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project, if applicable, are as defined in Attachment “A”.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner’s inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.

- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner

shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 NON-APPROPRIATION CLAUSE

Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.

13.0 INSURANCE

- 13.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 13.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 13.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 13.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 13.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 13.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 13.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 13.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.

13.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

14.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

15.0 WARRANTY

15.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

15.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

15.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

16.0 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, State of Louisiana, 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.

17.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

18.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity’s or association’s status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity’s or association’s status as a firearm entity or firearm trade association.

19.0 OTHER

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.

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

ELOS ENVIRONMENTAL, LLC

ST. CHARLES PARISH

By:

DocuSigned by:

LUCAS WATKINS

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Name: Lucas Watkins

Title: President

Date: 11/10/2025

By:

DocuSigned by:

Matthew Jewell

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Name: Matthew Jewell

Title: Parish President

Date: 11/10/2025

ATTACHMENT “A”

Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

The OWNER has acquired an Engineering Firm to complete design, bidding and construction administration for the below described project. The CONSULTANT shall complete Tasks A-C for the environmental portion of work to successfully satisfy the funding and federal, state and local agencies requirements.

Map Label	Description of Scope of Work
2	2-10x5 Reinforced Concrete Box Culverts
3 (orange)	Pump Station Upgrade from 86 cfs to 150 cfs with sump north of I-310 Service Road (covered in Pump Station Improvements Scope)
3 (green)	Existing ditch to be lowered by 2-feet in order to create positive slope to proposed sump
4	Upgrade Kennedy Street Culvert to 10x4 Reinforced Concrete Box Culvert, approximately 67 ft
5	Upgrade the rest of driveway culverts along Kennedy Street with 30” Reinforced Concrete Box Culverts
6	42” Reinforced Concrete Box Culverts along Almedia Plantation Drive and 48” across Almedia Plantation Drive, approximately 281 feet
7	Canal widening along Almedia Plantation Drive, approximately 4’ deep by 10’ wide, approximately 923 feet long
9	Upgrade Kennedy Street culvert at Eisenhower Street (including a driveway culvert east of it) to a 5x3 Reinforced Concrete Box Culvert and reconnect them with a proposed ditch between Eisenhower Street and Railroad Canal, approximately 166 feet, ditch 4.5 feet deep and 5 foot bottom width
10	Channel maintenance and minor gradings with 2:1 side slopes and 3 foot bottom to connect proposed ditch at west end of Kennedy Street in Item #9 to Railroad ditch
11	Channel gradings with 2:1 side slopes and 3 foot bottom at Railroad south ditch just upstream of existing pump station



Task A: Environmental Review Record (ERR)

CONSULTANT will begin the ERR with an analysis of whether elements of the project are expected to be categorically excluded or whether the project will require a more comprehensive Environmental Assessment (EA) in accordance with the National Environmental Protection Act (NEPA) and the Council on Environmental Quality Regulations (40 CFR Part 1500 et seq.) as supplemented by procedures promulgated by the U.S. Department of Housing and Urban Development (HUD) and the Louisiana Office of Community Development (OCD). The primary purpose is to review the project and its potential environmental impacts to determine whether it meets federal, state and local environmental standards. CONSULTANT will use the government-wide NEPA procedures to complete the ERR.

The following tasks will be performed to create an ERR for submittal to OCD:

1. Describe the proposed project and obtain maps, photographs, and other documentation of the project location and description. The project description will include all contemplated actions that are a composite part of the project. The maps, photographs, and other documentation will show the project in various views to clarify the topography, aerial view, street view, adjacent parcels and land use, and proximity to specific features (e.g., airports, water bodies, habitats, coastal areas, and known cultural resources). The supporting documentation will show the project area boundaries, both temporary during construction and permanent, post-construction.
2. Analyze what level of environmental review is appropriate based on the proposed project components and activities.
3. Address solicitation of views letters to local, state, and federal entities and provide the project description, maps, and additional documentation relevant to the entity's jurisdiction and potential interest.
4. Collect and report information for compliance determination for the following Statutes, Executive Orders, and Regulations listed at CFR §58.5. This documentation may include maps and checklists from specific web resources or agencies, measurements to/from the project area to key facilities (e.g. airports, residential subdivisions, zoning areas) and features (e.g., aquifers, farmlands, wetlands, and habitats). This documentation will also include demographics and data related to the project's proposed temporary outputs and permanent impacts.
 - a. Historic Preservation
 - b. Floodplain Management
 - c. Wetland Protection
 - d. Coastal Zone Management Act
 - e. Sole Source Aquifers
 - f. Endangered Species Act
 - g. Wild and Scenic Rivers Act
 - h. Coastal Barrier Resource Act
 - i. Air Quality
 - j. Farmlands Protection
 - k. Noise Control and Abatement
 - l. Explosive and Flammable Operations
 - m. Airport Hazards
 - n. Contamination and Toxic Substances
 - o. Environmental Justice
 - p. Flood Insurance
5. Collect and report information for HUD Housing Environmental Standards compliance determinations related to Housing Requirements.
6. Review the project and NEPA components relevant to the latest presidential declarations, executive orders, and federal rules, realizing that these changes may interpret policies, procedures, and laws differently than prior versions or may require different tolls or documentation to be provided.
7. Complete all required HUD forms and checklists to facilitate compliance under the LWI Program.

8. Complete the 8-step federal floodplain decision-making process and the Federal Flood Risk Management Standard (FFRMS) with proper public notifications and supporting documentation.
9. Coordinate with Tribal governments to obtain their input on addressing and mitigating any project impacts on Tribal cultural resources or land.
10. Mitigate and explain all impacts for the project to comply with the Mitigation Measures and Conditions section [40 CFR 1505.2(c)]. CONSULTANT will explain in detail the measures that must be implemented to mitigate the impact or effect, including the timeline for implementation (if necessary).
11. Work with OCD's Environmental Division through the ERR modifications to receive final approval and either a Notice of Intent to Request a Release of Funding (NOI-RROF) or a Finding of No Significant Impact (FONSI).

Task B: Wetland Delineation and Jurisdictional Determination

The following services will be provided to collect the information needed to establish an opinion on the presence and potential extent of jurisdictional "wetlands" and/or "other waters of the United States" in accordance with the requirements of the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual (Wetlands Research Program Technical Report Y-87-1) and the USACE's "Regional Supplement to the USACE Wetlands Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)" (ERDC/EL TR-10-20). This opinion will not be an official wetlands determination as only the USACE has the authority to make an official determination that an area is a "wetland" or "other waters of the U.S." subject to its jurisdiction under Section 404 of the Clean Water Act. CONSULTANT is of the opinion that no work should start until a Jurisdictional Determination from the USACE has been received. The OWNER is responsible for obtaining any required landowner permissions to allow the CONSULTANT access to the subject properties to conduct the fieldwork needed to accomplish the desired wetlands delineation.

To compile a wetland delineation, CONSULTANT will provide the following professional services.

1. Obtain and photographically scale, as appropriate, the U.S. Geological Survey Quadrangle Map of the area and clearly delineate the limits of the property thereon based on information provided by the OWNER.
2. Obtain and photographically scale, as appropriate, a digital orthophoto quarter quadrangle (DOQQ) infrared aerial photograph of the area to delineate the various vegetational intensities.
3. Obtain and photographically scale, as appropriate, Light Detection and Ranging (LIDAR) data of the area to delineate the elevation of the included lands.
4. Obtain and photographically scale, as appropriate, watershed and hydrologic unit data of the included lands.
5. Prepare a computer-aided design (CAD) drawing boundary survey of the property from preliminary, legible, 8.5" x 11" Autodesk CAD (AutoCAD) plan drawings provided to us by the OWNER. (Note: OWNER provided site plan, cross-section, and profile view preferably in AutoCAD 2021 format, legibly scaled to fit 8.5" x 11" paper, and black and white reproducible).

6. Use digitized information from the U.S. Department of Agriculture's Soil Surveys to develop a composite computer-generated drawing of the area's soils.
7. Identify and document the dominant plant species in each recognized plant community in each of the vegetational strata: tree, sapling, shrub, herbaceous, and woody vine. Assign the appropriate indicator status to each species using the "U.S. Fish and Wildlife National List of Plant Species That Occur in Wetlands, Region 2 the Southeast".
8. Physically flag the wetland boundaries as observed during a field visit.
9. Compile soil sample data to verify the accuracy or inaccuracy of the U.S. Department of Agriculture, Natural Resources Conservation Service's published soil maps of the tract. This will include onsite texture and structure analysis, Munsell Soil Color analysis with photographic supporting documentation, and detailed observations to locate and document the presence or absence of hydric soil characteristics.
10. Document photographically and/or in writing the presence or absence of hydrological indicators critical to the USACE in demonstrating the presence or absence of wetlands hydrology.
11. Prepare a report presenting the field data collected in the prescribed form, with appropriate technical data and exhibits.
12. Upon OWNER approval, prepare and submit a transmittal letter and report for the Chief of the Enforcement Section of the appropriate USACE region, summarizing all of the technical data assembled and requesting a Jurisdictional Determination for the property.
13. Track the delineation through the approval processes.

Task C: Joint Permit Application

Based on the property survey, preliminary design drawings, a listing of the names and addresses of all landowners and adjacent property owners, and any other information that may be required during the application process provided by the OWNER, CONSULTANT will prepare a Joint Permit Application (JPA) for submittal to the Louisiana Department of Energy and Natural Resources (LDENR) Office of Coastal Management (OCM). The permit application process includes the following and is based on the information provided by the OWNER.

1. Complete a JPA packet, documenting the OWNER's rationale for the project, providing a summary project description, and a detailed verbal description of the project location.
2. Generate a vicinity map of the area where the project is located with the site depicted.
3. Generate one (1) typical site plan and one (1) typical cross section for each project at the appropriate size and scale from preliminary, legible, 8.5" x 11" AutoCAD plan drawings. (Note: OWNER-provided site plan, cross section, and profile views must be in AutoCAD 2021 format, legible scaled to fit 8.5" x 11" paper, and black and white reproducible).
4. Calculate the cubic yardage of materials to be removed and/or fill to be deposited.
5. Coordinate and submit all the above documents to the LDENR OCM for a Coastal Use Permit and a USACE Section 10/404 of the Clean Water Act Permit.
6. Respond to public comments generated by the public notice process (limit of 10 hours).
7. Generate documentation on justification/needs/alternatives for the project, if required by USACE or LDENR.
8. Track the application through the approval process.

ATTACHMENT “B”

**Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901**

Project Schedule:

The CONSULTANT shall complete the services as described in Attachment A in alignment with the design of the proposed pump station and upstream improvements, as completed by the engineer acquired by the OWNER. Upon receipt of proper documentation such as drawings, the CONSULTANT shall prepare the scope as described in Attachment A and submit it to the proper agency. Upon receipt of any comments, the CONSULTANT shall answer any questions or provide revisions to previously submitted documents in a timely manner. A set timeline for this scope of work is not necessary as it is determined by design completion and review time of each agency.

ATTACHMENT “C”

Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901

Project Compensation:

OWNER shall pay CONSULTANT on a Not to Exceed basis for the scope described in Attachment A as follows:

Task A: Environmental Review Record	\$20,000.00
Task B: Wetland Delineation and Jurisdictional Determination	\$19,500.00
Task C: Joint Permit Application	\$49,500.00
Total Fee:	\$89,000.00



Hourly Rates

The invoices for the Services provided by ELOS shall be provided based on the following hourly rates:

Corporate Officer/Principal (Expert/Mediation Services 4-hour min.)	\$276.00 per hour
Subject Matter Expert (SME)	\$270.00 per hour
Senior Director of Consulting Services	\$270.00 per hour
Director of Consulting Services.....	\$260.00 per hour
Program Lead.....	\$260.00 per hour
Senior Compliance Professional	\$234.00 per hour
Senior Project Manager	\$200.00 per hour
Project Manager	\$181.00 per hour
Environmental Scientist II	\$181.00 per hour
Environmental Scientist I	\$146.00 per hour
Environmental Scientist	\$107.00 per hour
Geographic Information System (GIS) Manager	\$163.00 per hour
Geographic Information System (GIS) Specialist	\$135.00 per hour
Geographic Information System (GIS) Analyst	\$107.00 per hour
CADD Operator	\$107.00 per hour
Archaeologist II (Principal Investigator)	\$181.00 per hour
Archaeologist I (Crew Chief)	\$135.00 per hour
Archaeologist	\$84.00 per hour
Geologist II	\$181.00 per hour
Geologist I	\$146.00 per hour
Geologist	\$107.00 per hour
Grants Manager	\$181.00 per hour
Grants Coordinator	\$146.00 per hour
Grants Writer	\$107.00 per hour
Construction Manager	\$181.00 per hour
Construction Inspector II	\$146.00 per hour
Construction Inspector	\$107.00 per hour
Certified Industrial Hygienist	\$182.00 per hour
Industrial Hygiene Specialist	\$146.00 per hour
Industrial Hygiene Technician	\$107.00 per hour
Senior Technician	\$181.00 per hour
Technician II	\$146.00 per hour
Technician I	\$107.00 per hour
Technician.....	\$84.00 per hour



Senior Accountant	\$181.00 per hour
Accountant II	\$146.00 per hour
Accountant I.....	\$107.00 per hour
Accountant	\$84.00 per hour
Administrative Specialist	\$84.00 per hour
Clerical	\$69.00 per hour

**Note: These hourly rates may be increased by a rate of 4% annually to reflect inflation.*

Equipment

Fees for Equipment shall be charged to Client based on the following rates:

Truck	\$250.00 each/per day
ATV	\$150.00 each/per day
Boat	\$650.00 each/per day
Air Boat	\$950.00 each/per day
Unmanned Aerial Vehicle.....	\$150.00 each/per day
Handheld GPS Device	\$50.00 each/per day
Handheld Digital Device (other).....	\$50.00 each/per day
Trimble™ R2 GPS Unit.....	\$50.00 each/per day
Gear/Equipment Trailer	\$50.00 each/per day
High Volume Pump (electric).....	\$50.00 each/per day
High Volume Pump (battery).....	\$35.00 each/per day
Low Volume Pump (battery)	\$35.00 each/per day
BioPump (battery).....	\$35.00 each/per day
X-Ray Fluorescence Instrument (lead-based paint).....	\$350.00 each/per day
Sample Kits.....	\$5.00 each/per kit

**Note: These equipment rates may be increased by a rate of 4% annually to reflect inflation.*

Direct Expenses

The standard reimbursable items, if not included in the proposal, will be provided at invoiced cost plus 15% and are as follows:

- External Database Searches
- Photographs/Aerial Photography
- Printing/Reproduction Costs
- Overnight Mail
- Courier Service
- Outside Professional Services
- Overnight Accommodations
- ATV/Boat Rental
- Application Fees

Mileage reimbursement will be billed at the appropriate IRS Standard Mileage Rate.

WRITTEN CONSENT OF THE SOLE MEMBER OF ELOS ENVIRONMENTAL, LLC

(Signatory Authority – Bids and RFPs)

The undersigned, Aventura Operations, LLC, being the sole member (the “**Sole Member**”) of ELOS Environmental, LLC, a Delaware limited liability company (the “**Company**”), hereby adopts by written consent the following resolutions:

BE IT RESOLVED, by the Sole Member of the Company that each of (i) Lucas Watkins, President of the Company; (ii) Dirk Applegate, Chief Executive Officer of the Company, and (iii) Kefalari Mason, Secretary and Treasurer of the Company (each, a “**Designated Officer**”), acting singly, each be and hereby is authorized and empowered in the name of and on behalf of the Company to enter into, execute and deliver any requests for proposal or bids and any such contracts or agreements, certificates, instruments and other documents relating to such requests for proposal or bids, provided, in each case, such authority shall be subject to the following monetary limitations:

1. Firm fixed price bids/RFPs not to exceed \$1,000,000
2. T&M bids/RFPs with cap not to exceed \$1,000,000
3. Cost plus fixed fee bids/RFPs not to exceed \$2,000,000
4. T&M bids/RFPs without cap not to exceed \$2,000,000

(collectively, the “**Authorized Documents**”), and any and all amendments, modifications, and supplements thereto, and to include therein all such terms, provisions, conditions and stipulations as such Designated Officer shall determine appropriate in his or her discretion, such determination to be conclusively evidenced by such Designated Officer’s execution and delivery thereof; provided, however, that the authority and power granted hereby to the Designated Officer shall be limited solely to such matters to be undertaken in the ordinary course of business of the Company which do not involve any self-dealing transactions involving the Designated Officer (excluding any transaction in which the Sole Member and the Designated Officer are participating jointly as a counterpart to the transaction with the Company).

BE IT FURTHER RESOLVED, that each Designated Officer, acting singly, be and is hereby further authorized and empowered in the name of and on behalf of the Company to execute and deliver all such other agreements, documents, certificates and instruments and to take and to cause to be taken all such actions as may be necessary or desirable in the sole discretion of such Designated Officer, acting singly, in order to consummate any transaction authorized by the preceding resolutions.

BE IT FURTHER RESOLVED, that each Designated Officer, acting singly, is expressly authorized and empowered to designate and appoint in writing (electronic mail transmission being sufficient) any other officer or officers of the Company to act in his or her place and stead in order to exercise all or any of the powers and authorities granted to such Designated Officer pursuant to the preceding resolutions, and upon such written designation and appointment, each such other officer or officers shall have such power and authority as may be granted by such Designated Officer therein.

BE IT FURTHER RESOLVED, that, in connection with the execution and delivery of an Authorized Document by a Designated Officer, a third party should provide, and require, certification of forms of authorized resolutions adopted by the Sole Member of the Company, provided such forms of resolutions are consistent with and limited to the authority granted to such Designated Officer by the foregoing resolutions, then upon the filing of copies of such forms of resolutions by the Designated Officer with the minute books of the Company, (i) such forms of resolutions shall thereupon be deemed

to have been duly adopted by the Sole Member of the Company, and (ii) such forms of resolutions may be certified by the Designated Officer as having been adopted by the Sole Member of the Company.

[Signature page follows]

Effective as of the 15th day of September, 2025.

SOLE MEMBER OF ELOS ENVIRONMENTAL, LLC:

AVENTIA OPERATIONS, LLC

By: 
Name: Chris Dillon
Title: President