



ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM, P.E.
DIRECTOR

January 18, 2022

Mr. Lucas Watkins
President/Environmental Scientist
ELOS Environmental, LLC, (ELOS)
607 W. Morris Avenue
Hammond, La 70403

**Re: Task Order #5
Professional Consulting Services
Environmental Permits P210403**

Dear Mr. Lucas Watkins:

This Task Order hereby authorizes ELOS Environmental, LLC, (ELOS) to provide professional consulting services and to assist with preparing and submitting Emergency Use Authorization Request (Task A) and Joint Permit Application (Task B) to the U.S. Army Corps of Engineers (USACE) and the Louisiana Department of Natural Resources (LDNR), Office of Costal Management (OCM) for the Des Allemands Bulkhead Emergency Repair Project (P210601). The total fees and services provided in the scope of work (Task A/B) shall not exceed the price of \$28,000.00 for the professional consulting services (as stated in the attached proposal dated January 17, 2022). All work is based upon the April 28, 2021, contract between St. Charles Parish and ELOS Environmental, LLC, (ELOS).

Should you have any questions concerning this matter, please contact Brock Harrell or myself at (504) 783-5102.

Sincerely

Miles B. Bingham, PE
Director of Public Works /Wastewater

MBB/bh

Enclosures

CC: Mr. Matthew Jewel, St. Charles Parish President
St. Charles Parish Council; c/o Ms. Michelle Impastato
Mr. Michael Palamone, Chief Administrative Officer
Mr. Grant Dussom, Director of Finance
Mr. Brad Berthelot, St. Charles Parish Department of Public Works Wastewater
Mr. Brock Harrell, St. Charles Parish Department of Public Works/Wastewater



January 17, 2022

Mr. Brock Harrell
St. Charles Parish
Public Works Department
100 River Oaks Drive
Destrehan, LA 70047
(985)783-5102

RE: Proposal for Task Order #5 of the Des Allemands Bulkhead Emergency Repair Project: preparing and submitting an emergency use authorization request and joint permit application for the 9-acre project site located in Des Allemands, LA.

Dear Mr. Harrell:

ELOS Environmental, LLC (ELOS) is pleased to provide this proposal for Task Order #5 of the Des Allemands Bulkhead Emergency Repair project. ELOS will prepare and submit an Emergency Authorization Request to the U.S. Army Corps of Engineers (USACE) and the Louisiana Department of Natural Resources (LDNR), Office of Coastal Management (OCM); and prepare and submit a joint permit application to the USACE and OCM for the 9-acre project site located in Des Allemands, LA.

Scope of Work

Task A: Emergency Use Authorization Request

Based on the property survey, preliminary design drawings, and any other information that may be required and provided by the Client, ELOS will prepare an emergency authorization request for submittal to USACE and LDNR.

The emergency services may include:

1. Generating an abbreviated, preliminary vicinity map, plan view and cross section based on information provided to us by the Client, of the area in which the project is located with the site depicted.
2. Coordinating emergency authorization with agencies.
3. Providing brief synopsis and preliminary drawings depicting proposed work.
4. Coordination of the request and related discussions of all the above documents the proper agencies.
5. Tracking the application through the approval processes.

***Note:** The decision to authorize an Emergency Use Authorization Permit is at the discretion of the regulatory agencies and is not guaranteed by ELOS.

Task B: Joint Permit Application

In the event that jurisdictional "wetlands" and/or "other waters of the U.S." are found within the project area, the following services will be performed. 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 you, the Client, ELOS will prepare a joint permit application for submittal to the USACE and LDNR.



The permit application includes:

1. Completing a joint permit application packet, documenting the Client's rationale for the project, providing a summary project description and a detailed verbal description of the project location based on information provided by the Client.
2. Generating a vicinity map, based on information provided to us by the Client, of the area in which the project is located with the site depicted.
3. Generating one (1) typical site plan for each project at the appropriate size and scale from preliminary, legible, 8 ½" x 11" AutoCAD plan drawings provided to us by the Client. (NOTE: Client provided site plan, cross section and profile views must be in AUTOCAD 2021 format, legibly scaled to fit 8.5" x 11" paper and black and white reproducible.)
4. Generating one (1) typical cross section from a preliminary, legible, 8 ½" x 11" AutoCAD cross section drawings provided to us by the Client. (NOTE: Client provided site plan, cross section and profile views must be in AUTOCAD 2021 format, legibly scaled to fit 8 ½" x 11" paper and black and white reproducible.).
5. Computing, calculating and providing cubic yardage of soil to be removed and/or fill to be deposited based on information provided by the Client.
6. Coordination and submittal of all the above documents to the LDNR OCM for a Coastal Use Permit and a Corps Section 10/404 of the Clean Water Act Permit.
7. Responding to public comments generated by the public notice process. (limit of 10 hours)
8. Generating, using information provided by the Client and if required by the Corps or LDNR, justification/needs/alternatives documentation for the project.
9. Tracking the application through the approval processes.

Fee

The fee for tasks associated with this project will be billed by time and materials at the appropriate rates established below. The fee for **Task A** will be **\$10,000**; the fee for **Task B** will be **\$18,000**; therefore, the **total fee** if all tasks are required for this project shall not exceed the sum of **\$28,000**. If completion of this scope of work requires the estimated man-hours to be exceeded, thereby, causing the listed fee to be exceeded, additional services and man-hours rendered will be considered outside the scope of services of this proposal and the client will immediately be notified. ELOS will perform the listed services and provide man-hours up to the amount of the listed fee, at which point all services will cease. ELOS will not perform further services until client approval of the additional billable hours at the appropriate rates established below.

Hourly Rates

Fees for services shall be charged to Client at an hourly rate. Client agrees to pay ELOS for all services that ELOS performs. 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.)	\$225.00 per hour
Director of Regulatory Services.....	\$187.00 per hour
Senior Project Manager.....	\$178.00 per hour
Environmental Scientist II	\$161.00 per hour
Certified Industrial Hygienist.....	\$161.00 per hour



Archaeologist II (Principal Investigator)	\$145.00 per hour
Geographic Information System (GIS) Manager.....	\$145.00 per hour
Environmental Scientist I.....	\$130.00 per hour
Industrial Hygiene Specialist	\$130.00 per hour
Technician II	\$130.00 per hour
Accountant II	\$130.00 per hour
Archaeologist I (Crew Chief).....	\$120.00 per hour
Geographic Information System (GIS) Specialist.....	\$120.00 per hour
Environmental Scientist.....	\$95.00 per hour
Industrial Hygiene Technician.....	\$95.00 per hour
Technician I	\$95.00 per hour
Accountant I.....	\$95.00 per hour
Geographic Information System (GIS) Analyst.....	\$95.00 per hour
CADD Operator	\$95.00 per hour
Archaeologist.....	\$75.00 per hour
Technician.....	\$75.00 per hour
Business Development Associate	\$75.00 per hour
Accountant	\$75.00 per hour
Clerical.....	\$60.00 per hour

Direct Expenses

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

- External data base 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.

ELOS shall invoice monthly based on the percent progress of tasks completed and/or hourly rates as specified above with expressed authorization by the Client. All invoices are due upon receipt.

Unpaid invoices in arrears for more than 30-days may be assessed at an additional 1.5 percent for each month that the invoice remains unpaid, not to exceed 18 percent annually. Failure to keep accounts current after 45 days will result in suspension of the services by ELOS, until such time as the account is brought up to date. If for any reason the account is turned over to an attorney for collection, attorney fees will be added to cover the collection cost.



Services Not Included

Fees stated herein are specifically for the services described for your project. Our fees do not include obtaining permits or payment of application or processing fees, which include but are not limited to DNR's application and permit and mitigation processing fees, and the USACE's permit processing fee. This proposal does not include obtaining access permissions from landowners; modification of the proposed permit or delineation drawings based on changes to the project design at the request of the Client or agency after submittal of the initial design criteria to ELOS; flagging of the wetland boundaries; Phase I environmental site assessment; cost associated with satisfaction of mitigation requirements; other environmental services; geotechnical investigations; serving as an expert witness in connection with court proceedings; cutting any necessary transects through the site; meetings or site visits with governing agencies; supplying, editing and/or modifying information that is not in the appropriate format scale, accuracy, etc. to satisfy governing agencies; generation of storm water pollution prevention plans; submittal of Notices of Intent for and obtaining LPDES permits from DEQ; submittal of applications for and obtaining Special Use Permits, such as Scenic River Permits, from the Louisiana Department of Wildlife and Fisheries; drainage analysis; submittal of applications for an obtaining right-of-way agreements or permits from the Louisiana State Land Office; and submittal of applications for and obtaining levee board permits. These additional services can be performed upon client's request at our standard hourly rates.

Request for Expedited Services

Requests for expedited services that require after-hours or weekend work will be invoiced at our appropriate standard hourly rate plus 50%.

Insurance

In the event that the Client requires additional insurance beyond that currently carried by ELOS, ELOS will use its best efforts to obtain the desired coverage; provided, the Client shall pay any additional costs and premiums associated with obtaining this additional coverage. The certificates shall specify the dates when such insurance expires and shall further provide that the Client shall be given not less than thirty (30) days written notice before cancellation or any material change in such insurance.

Scope of Representation

Client's engagement for the services of ELOS does not preclude the engagement of ELOS by other clients on other areas within the same or related matter.

The professional services to be provided for the services are being performed solely for the benefit of the client and in no way is the benefit meant to be conferred upon any person, party, or entity not a party to this agreement, and no person, party or entity shall rely on ELOS or upon any employees of ELOS performance of the services rendered to client.

In addition, no claims against ELOS shall accrue to any Contractors, Subcontractors, Consultant, Engineer, Architect, Supplier, Fabricator, Manufacturer, Surety, Financier, or to any third person, party, or entity as a result of this agreement or as a result of the performance of the services.



Termination and Enforcement

ELOS will endeavor to represent you promptly and efficiently according to the highest standards. Client has the right to terminate our services at any time upon written notice to ELOS. Client will remain responsible for payment for all services rendered prior to the date of receipt of notice of termination.

ELOS has the right to terminate the services at any time to Client upon written notice. In such event, Client will be liable for a payment of services rendered.

In the event it is necessary for any party in this agreement to initiate a lawsuit or any other legal proceeding to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees plus interest at the legal rate on the amount of damages incurred.

Entire Agreement

This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Allocation of Risk

Client agrees that ELOS's services will not subject ELOS's individual employees, officers, or directors to any personal liability and that, notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against ELOS.

Statements made in ELOS's reports are opinions based upon best professional judgment and are not to be construed as representations of fact or a warranty of any particular result. Should ELOS or any of its employees be found liable in the performance of the services, Client agrees that the maximum aggregate amount of liability of ELOS shall be limited to the total amount of the fee paid to ELOS for the services.

No claim or action, whether in tort, contract, or otherwise, arising from or related to ELOS's work may be brought against ELOS more than two (2) years after the performance of the services. Please note that this proposal is effective for thirty (30) days from the date of this letter. After that time, it is subject to re-evaluation.



Authorization

If this Proposal is acceptable, please signify by signing and returning it to our office. We appreciate the opportunity to submit this proposal and look forward to a successful project.

Each person signing below warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the represented party.

Respectfully,

ELOS Environmental, LLC

A handwritten signature in blue ink, appearing to read "Lucas Watkins".

Lucas Watkins

President/Environmental Scientist

AGREED AND ACCEPTED:

Signature: _____

Printed/Typed Name: _____

Date: _____