

2019-0298

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

ORDINANCE NO. 19-10-3

An ordinance to approve and authorize the Parish President to execute an agreement between ELOS Environmental and St. Charles Parish to access, perform environmental impact analysis, wetland delineation, phase I environmental site assessment, and permitting services on property owned by Esperanza Land LLC southwest of Highway 3127 for the possibility of a future oxidation pond (Parish Project Number S190902).

WHEREAS, ELOS Environmental is a professional organization specializing in environmental impact analysis in Louisiana such as wetland delineation, environmental impacts to wetlands, Phase I Environmental assessments, and permitting, as well as LPDES storm water pollution plans; and,

WHEREAS, the St. Charles Parish West Bank wastewater system is approaching capacities of the West Bank treatment facility and infiltration from storm events as well as the expected growth that will over burden the capacity of the current treatment facility; and,

WHEREAS, the implementation of the Parish-wide sewer program skipped unimproved areas that have since been developed such as the commercial area along River Road in Luling where a large number of MODAD units are privately owned and operated independent of the St. Charles Parish Wastewater System producing approximately 200,000 gallons per day of effluent; and,

WHEREAS, St. Charles Parish has the need to investigate opportunities to address this issue and has identified a site with an existing pond that has the possibility of locating and operating a new oxidation pond on Esperanza Land LLC's property to address the Parish's need to reduce the load on the West Bank treatment facility as well as addressing the independent privately owned treatment facilities as suggested by LADEQ.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between ELOS Environmental and St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of the Parish of St. Charles.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 7th day of October, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Spatato

DLVD/PARISH PRESIDENT: October 18, 2019

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: October 9, 2019

AT: 2:20pm RECD BY: [Signature]

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and effective as of the 9th day of October, 2019, 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 hereinafter called Consultant. Whereas the Owner desires to employ a professional consulting firm to perform environmental, planning and permitting services for a possible New Sewage Treatment Plant in Hahnville project as described in Ordinance No. 19-10-3, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Consultant, and the Consultant agrees to perform professional services required for the project described above. The project will be implemented in phases and the 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, where specified in Consultant's proposal dated July 29, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this Agreement in accordance with Exhibit A. The Owner may terminate the Agreement or any task order by written notification and without cause per Section 7.0. Issuance of a task order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE CONSULTANT

2.1 General

2.1.1 Consultant shall provide for Owner professional consulting 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 will include, but will not be limited to, serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary environmental and geotechnical consulting.

2.1.2 In general the Project consists of the planning, environmental and permitting services shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The proposed project is to increase sewage treatment capacity in the area of the property owned by Esperanza Land LLC southwest of Highway 3127.

2.1.3 Services provided by the Consultant shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.

2.1.4 Consultant shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Consultant shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project.

2.2 Task Order – Identify Alternative and Perform Desktop Impact Analysis: Refer to Proposal for details on services.

2.3 Task Order – Wetlands Delineation: Refer to Proposal for details on services.

2.4 Task Order – Phase I Environmental Site Assessment: Refer to Proposal for details on services.

2.5 Task Order - Permitting – USACE/DNR/Levee Permits (Section 401, 404, 408, and Coastal Use): Refer to Proposal for details on services.

2.6 Task Order – LPDES Stormwater Pollution Prevention Plan for Construction Phase: Refer to Proposal for details on services.

3.0 SERVICES OF THE OWNER

- 3.1** Provide full information as to the requirements of the Task Order.
- 3.2** Assist the Consultant in planning, environmental and permitting services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3** Guarantee access to and make all provisions for the Consultant and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1** For performance of basic services as outlined in Section 2 above, the Owner shall authorize and pay the Consultant a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:
 - 4.1.1** Identify Alternative and Perform Desktop Impact Analysis \$ 10,866
 - 4.1.2** Wetlands Delineation \$ 10,975
 - 4.1.3** Phase I Environmental Site Assessment \$ 14,886
 - 4.1.4** Permitting \$ 30,229
 - 4.1.5** LPDES Stormwater Pollution Prevention Plan for Construction Phase \$ 9,827
- 4.2** If a task order, or any portion thereof, is not completed for any reason, the final fee for basic services shall be negotiated between Owner and Consultant as per Section 7.0.
- 4.3** The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
 - 4.3.1** A copy of the Owner's written authorization to perform the service.
 - 4.3.2** Timesheets for all hours invoiced.
 - 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4** For additional consulting and other 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.

5.0 CHARACTER AND EXTENT OF ADDITIONAL CONSULTANTING

- 5.1** The Owner reserves the right to request Consultant to provide Additional Consulting and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Consulting Firms concerning Additional Consulting or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Consultant to provide Additional Consulting and/or Additional Services prior to the performance of any Additional Consulting and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.10 inclusive.
 - 5.1.1** Additional Consulting. Provide Basic Consulting Services for a negotiated fee. The fee for Basic Services related to the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Contract.
 - 5.1.2** Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
 - 5.1.2.1** Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.2** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and

review and make recommendations on data submitted by such agencies.)

- 5.1.2.3** Services resulting from significant changes in the general scope, extent or character of the Task Order including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Consultant's control as approved by Owner.
- 5.1.2.4** Providing renderings or models for Owner's use.
- 5.1.2.5** Preparing documents in addition to those furnished under basic services.
- 5.1.2.6** Providing any type of property surveys or related services needed for the transfer of interests in real property.

6.0 OWNERSHIP OF DOCUMENTS

- 6.1** 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 anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2** Consultant may retain a set of documents for its files.
- 6.3** 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.
- 6.4** 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 Agreement 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.

7.0 TERMINATION.

- 7.1** This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 7.2** 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.
- 7.3** 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.
- 7.4** The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 7.5** Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

- 8.1** The Consultant hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

- 9.1** Owner and Consultant each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

- 10.1 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 \$500,000.00 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 \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 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.
- 10.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Agreement shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

- 11.1 The Consultant shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Consultant, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Consultant shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Consultant arising from the performance of their services under this Agreement. The Consultant shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Consultant warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.
- 11.4 This Agreement being for the personal services of the Consultant shall not be assigned or subcontracted in whole or in part by the Consultant as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial

interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

11.8 The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12.0 ACCESS TO SITE

12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Consultant, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Consultant in order to perform its services under this Agreement.

13.0 WARRANTY

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

13.2 If Consulting Services for a task order performed by Consultant do not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Consultant's obligations expressed elsewhere in this Contract.

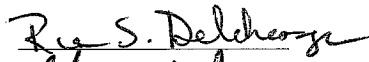
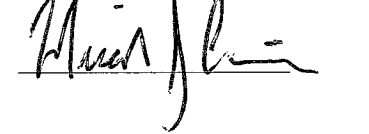
14.0 EXCLUSIVE JURISDICTION AND VENUE


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

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

WITNESSES:

ST. CHARLES PARISH


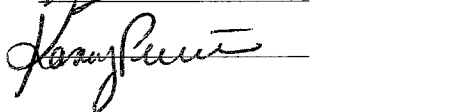



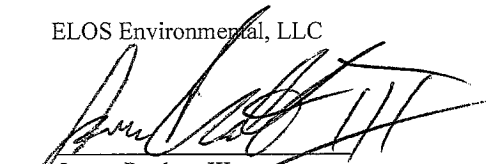


Larry Cochran
Parish President

WITNESSES:

ELOS Environmental, LLC



James Prather, III

EXHIBIT A

TASK ORDER

ST. CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
**AGREEMENT FOR CONSULTING SERVICES BETWEEN
ST. CHARLES PARISH AND ELOS ENVIRONMENTAL, LLC.**

TASK ORDER NO. _____

TASK ORDER DESCRIPTION

SCOPE OF SERVICES

COMPENSATION

Basic Services

Additional Services

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

ELOS ENVIRONMENTAL, LLC

ST CHARLES PARISH

James Prather, III

Clayton "Snookie" Fauchaux
Director of Public Works and
Wastewater

Date

Date



July 29, 2019

Mr. Clayton Faucheux
St. Charles Parish
5440 Mounes Street, Ste. 100
New Orleans, LA 70123

RE: Proposal to assist in understanding the tasks and costs associated with development of a sewer treatment plant on up to 10 acres in St. Charles Parish, Louisiana

Dear Mr. Faucheux,

ELOS Environmental, LLC (ELOS) is pleased to present this proposal to assist St. Charles Parish (the Client) in understanding the tasks and costs associated with development of a sewer treatment plant with discharge into a created wetland for nutrient assimilation on up to 10 acres (Subject Property) and alternatives for up to four discharge pipelines or outfall canals from the Subject Property to Hymel Canal or the Mississippi River in St. Charles Parish, Louisiana.

Because the Client does not currently own the subject property, ELOS has provided the following tasks which can be performed during the site selection process as a means to eliminate potential sites from consideration for identified, documented reasons.

Scope of Work

Task 1. Identify Alternatives and Perform Desktop Impact Analysis

ELOS will map the Subject Property and identify up to four alternative alignments for discharge pipelines or outfall canals from the Subject Property to Hymel Canal or the Mississippi River. ELOS will then complete a cursory desktop analysis to identify the potential natural and cultural resource impacts of developing the sewer treatment plant on the 10-acre Subject Property and each of the four proposed alternatives.

ELOS will consider the following resources within and adjacent to the Subject Property:

- **Section 404 Wetlands and other Waters:** Wetland and other waters within the Subject Property will be identified and delineated using map coverage of hydric soils data, interpretation of aerial photography, and LIDAR elevation data. A search for previous wetland Jurisdictional Determinations (JD) for the Subject Property will also be performed.
- **Cultural Resources Sites and Previous Surveys:** Cultural Resources Sites and Previous Surveys within the Subject Property will be identified, if present, using historic maps and aerial photographs, local and regional archives and other relevant public records, and the

Louisiana State Historic Preservation Office (SHPO) Online Mapper and Office of Cultural Development (OCD) Standing Structures and Districts Online Map.

- Federal Properties and Projects: Federal Properties and Projects within and adjacent to the Subject Property will be identified, if present, using the Louisiana Department of Natural Resources (LDNR) Strategic Online Natural Resources Information System (SONRIS) Data Portal and GIS Access.
- Louisiana Coastal Protection and Restoration Authority (CPRA) Current and Master Plan Projects: CPRA Current and Master Plan Projects within and adjacent to the Subject Property will be identified, if present, using the Louisiana Department of Natural Resources (LDNR) Strategic Online Natural Resources Information System (SONRIS) Data Portal and GIS Access.
- State and Federally Threatened and Endangered Species and Critical Habitat: Known and potential species occurrence and habitat will be identified, if present, using the USFWS's Louisiana Endangered Species Act (ESA) Project Review and Guidance for other Federal Trust Resource Online Application.
- State-owned Water Bottoms: State-owned waterbottoms will be identified, if present, using the Louisiana Division of Administration, Office of State Lands (OSL) GIS and Data Access online portal.

Deliverable: ELOS will complete the desktop analysis and submit a letter report within two weeks of notice to proceed (NTP). The letter report will include analysis methodology, an impact analysis matrix for the Subject Property and up to four potential outfall canal or discharge pipeline alternative routes, previous surveys, and conclusions and recommendations. The letter report will also identify which alternatives were eliminated from consideration and which alternatives will be brought forward for additional analysis. One hardcopy of the report and one digital copy (on disk or by email) will be delivered to the Client.

Task 1 Fee: \$10,866.00

Following receipt of deliverables for Task 1, the Client must direct ELOS to continue work on Task 2 or Task 3.

Task 2. Wetlands Delineation

If no current JD exists, ELOS will perform a wetlands delineation at the Subject Property and all alternatives which remain in consideration and submit findings to the U.S. Army Corps of Engineers (USACE) within two weeks of the Client's notice to proceed with Task 2, pending weather, and approval from landowners for access. The following 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" within the Subject Property in St. Charles Parish in accordance with the requirements of the Corps' 1987 Wetland Delineation Manual (Wetlands Research Program Technical Report Y-87-1), the Corps' "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)" (ERDC/EL TR-10-20), and the USACE, New Orleans District Regulatory Branch MVN Wetland Delineation Report Requirements (December 4, 2018).

This opinion will not be an official wetland determination as only the USACE has the authority to make an official determination that an area is a “wetlands” or “other waters of the U.S.” subject to its jurisdiction under Section 404 of the Clean Water Act.

ELOS is of the opinion that no work can start until a Jurisdictional Determination from the USACE has been received. It is the responsibility the Client to obtain any required landowner permissions to allow ELOS access to the subject properties for the purpose of conducting the field work needed to accomplish the desired wetland delineation.

To compile a wetlands determination, ELOS will:

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 you, the Client.
2. Obtain, and photographically scale as appropriate, a DOQQ Infrared aerial photograph of the area to delineate the various vegetational intensities.
3. Obtain, and photographically scale as appropriate, 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 CAD drawing boundary survey of the property 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 view preferably in AutoCAD 2015 or later format, legibly scaled to fit 8 ½” 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 soils.
7. Identify and document the dominant plant species in each recognized plant community in each of the vegetational strata: tree, sapling, shrub, ground and 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. Take soil samples to verify the accuracy or inaccuracy of the U.S. Department of Agriculture, Natural Resources Conservation Service’s published soils 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.
9. Observe and document photographically and/or in writing the presence or absence of hydrological indicators critical to the Corps in demonstrating the presence or absence of wetland hydrology.
10. Mark all aquatic resources to be included in the submittal documents in the field by appropriate flagging. Flags are required to be spaced so that each flag can be seen from the location of the adjacent ones. Each flag is required to be marked with a unique identifier mark detailing the wetland ID (e.g. A, B, C, etc.) and a flag number (e.g. 1, 2, 3, etc.) creating a flagging sequence (e.g. A-1, A-2, A-3, etc.).
11. Prepare a report presenting the field data collected in the form prescribed by the USACE in the Corps’ 1987 Wetland Delineation Manual (Wetlands Research Program Technical Report Y-87-1), the “Regional Supplement to the Corps of Engineers Wetland Delineation

Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)” (ERDC/EL TR-10-20), and the USACE, New Orleans District Regulatory Branch MVN Wetland Delineation Report Requirements (December 4, 2018) with appropriate technical data and exhibits.

12. Prepare and, upon your approval, submit a transmittal letter and report for the Chief of the Enforcement Section, USACE, New Orleans District, summarizing all of the technical data assembled and requesting a Jurisdictional Determination for the property.
13. Track the delineation through the approval process.

Deliverables: ELOS will prepare and submit a digital copy of the draft Wetlands Delineation Report to the Client for review and approval prior to submittal to the USACE. The report will identify ELOS’ opinion of the extent of wetlands and other waters of the U.S. on the Subject Property and outfall alternatives under considerations. Upon Client’s approval, ELOS will submit this report to the USACE for their review and approval. Upon receipt of the Jurisdictional Determination from the USACE, ELOS will provide one hardcopy and one digital copy (on disk or by email) of the Jurisdictional Determination to you. The Jurisdictional Determination identifies jurisdictional areas that when impacted by the proposed project, must be permitted by the USACE prior to impact.

Task 2 Fee: \$10,975.20

Task 3. Phase I Environmental Site Assessment

ELOS will complete a Phase I Environmental Site Assessment (ESA) for the Subject Property according to the American Society of Testing and Materials (ASTM) E1527-13 Standard Practice of Environmental Site Assessment: Phase I ESA Process to satisfy the All Appropriate Inquiries (AAI) rule. This practice is intended to permit the Client to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser (or user) limitations on the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. These are often referred to as landowner liability protections (LLPs), but also apply to leaseholders and other users or potential users of the Subject Property.

ASTM defines a user as a party seeking to use the ASTM E1527-13 standard to complete a Phase I ESA of the property. A user may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The ASTM E1527-13 constitutes AAI into the previous ownership and uses of the Subject Property consistent with good commercial and customary practice as defined at 42 United States Code (USC) §9601.

The goal of the Phase I ESA is to identify recognized environmental conditions (RECs) associated with the property, which are defined as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment, (2) under conditions indicative of a release to the environment, or (3) under conditions that pose a material threat of a future release to the environment.” *De minimis* conditions are not RECs.

As provided in Practice E1527-13, the performance of a Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Subject Property. The Phase I ESA will be performed by a person meeting the definition of an Environmental Professional as defined in 40 CFR §312.10. Our environmental professional statement and qualifications will be provided in the report.

Completion of the Phase I ESA will include:

- Review of environmental databases and historical documents including maps, aerials, city directories, and Sanborn insurance maps (if any exist for the area surrounding the Subject Property) to determine if any current or past uses indicate the potential for a past or current REC.
- A visit to investigate the Subject Property for evidence of past or current RECs. Access to the subject property will be arranged by the Client. Reconnaissance will consist of a pedestrian survey of the Subject Property. Adjoining properties will be observed from the perimeter of the Subject Property and from public thoroughfares during the site reconnaissance. ELOS will observe current and past uses and conditions, wherever apparent, indicating the likelihood of RECs. ELOS will photograph selected features, uses, and conditions and include them in the report.
- Reasonable attempts to conduct interviews required in ASTM E1527-13. ELOS will conduct interviews by phone, in writing, or in person. Parties to be interviewed include the Client and/or any designated representative as the user of the Phase I ESA, the current property owner, key site manager (if any is identified), a representative number of adjoining landowners, and one or more representatives of state and/or local government agencies. Past owners, operators, occupants, and neighboring property owners or occupants may also be interviewed.

Limitations on Scope of Work

The scope of work does not include testing or sampling of asbestos containing building materials, lead based paint, lead in drinking water, soil or groundwater sampling and analysis, cultural and historic resources, industrial hygiene, health and safety, ecological resources, indoor air quality, radon, site geotechnics (soils, foundations, site retention, etc.), wetlands, endangered species, or construction materials testing. This Phase I ESA is not designed as a comprehensive survey for mold or physical deficiencies conducive to mold. It is not intended to reduce the risk of the presence of mold and physical deficiencies conducive to mold nor is it to eliminate the risk that mold or physical deficiencies conducive to mold may pose to the buildings or building occupants.

Deliverables: One hardcopy of the report and one digital copy (on disk or by email). The findings and conclusions of the report to be prepared may not be relied upon by any other party without the written consent of the Client. The report may be relied upon by the users identified by the Client for a period not to exceed 180 days after the date of the report, with some exceptions for updates as defined in ASTM E1527-13.

Task 3 Fee: 14,885.60

Task 4. Permitting – USACE/DNR/Levee Permits (Section 401, 404, 408, and Coastal Use)

ELOS will complete and submit the Joint Permit Application to Louisiana DNR and the USACE for Coastal Use, Clean Water Act, and Rivers and Harbors Act Permits. The project is located within the Coastal Zone, so it will require approval from CPRA and DNR. If construction of the project impacts wetlands, it will require a Section 404 permit from the USACE. Ground disturbance during construction of more than 1 acre requires a Stormwater Pollution Prevention Plan and Notice of Intent which are regulated by LDEQ. If it is the Parish's intent to discharge into the Mississippi River, a Section 408 permit will be required. The St. Charles Parish Government (functioning as the Levee District) will also review the project if ground disturbing activities are within 1,500 feet of a levee. All of these permits are applied for concurrently.

As directed by the USACE, ELOS will broker the purchase of Mitigation credits from an established mitigation bank in the impacted watershed. The purchase cost for Mitigation Credits is not included in the Task Fee, identified below. For example, if 10 acres of bottomland hardwood habitat are impacted on the Subject Property and selected alternative site, between 15 to 21 credits (depending on quality of habitat in the bank) would be purchased for \$45,000 to \$60,000 per credit (15 credits x \$45,000 = \$675,000 up to 21 credits x \$60,000 = \$1,260,000).

Deliverables: One hardcopy and digital copy (on CD or by email) of all permits to the Client.

Task 4 Fee: \$30,229.40

Task 5. LPDES Stormwater Pollution Prevention Plan for Construction Phase

ELOS will prepare a Stormwater Pollution Prevention Plan for the Construction Phase of the Project. ELOS will coordinate with LDEQ to submit a Notice of Intent in compliance with the Clean Water Act requirements.

Deliverables: One hardcopy and digital copy (on CD or by mail) of the SWPPP, NOI, and the Stormwater General Permit cover letter from LDEQ which must be available on-site during construction.

Task 5 Fee: \$9,827.00

Fee

The fee for each task shall be billed on a time and materials basis and shall not exceed the sum of **\$10,866.00 for Task 1; \$9,415.20 for Task 2; \$14,885.00 for Task 3; \$30,229.40 for Task 4; and \$9,827.00 for Task 5.** The total sum for completion of all five tasks shall not exceed **\$76,783.20.** Therefore, the amount of each task shall not exceed the sum unless the scope of the project is changed or unforeseen issues arise at which point the Client will be advised of a proposed supplemental scope and fee estimate.

Additional Services

Except as noted otherwise, all meetings and additional services requested by the Client, but not a part of this proposal shall be performed on an hourly basis using the following rates:

Corporate Officer/Principal (Expert/Mediation Services 4-hour min.)	\$200.00 per hour
Director of Regulatory Services.....	\$187.00 per hour
Senior Project Manager.....	\$178.00 per hour
Environmental Scientist II	\$161.00 per hour
Archaeologist II (Principal Investigator)	\$145.00 per hour
Geographic Information Systems (GIS) Manager	\$145.00 per hour
Environmental Scientist I.....	\$130.00 per hour
Archaeologist I (Crew Chief).....	\$120.00 per hour
GIS Specialist.....	\$120.00 per hour
Environmental Scientist.....	\$95.00 per hour
GIS Analyst.....	\$95.00 per hour
CADD Operator	\$95.00 per hour
Archaeologist	\$75.00 per hour
Clerical.....	\$60.00 per hour

Potential Additional Services (Future Tasks) could include:

- Cultural Resources Phase I Survey, Report, and Coordination, if requested by USACE. Estimated fee for 10-acre site \$22,000
- Permits for Operation of Plant. The permit type depends on discharge volume. Estimated fee for 10-acre site \$12,000 to \$15,000

Direct Expenses

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

- External commercial 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 will 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 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, DEQ's Water Quality Certification fee 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; 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; needs or alternative 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 your 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 percent.

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 benefit is 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 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.

Mr. Clayton Faucheux
St. Charles Parish Sewer Treatment
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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 relationship on your most interesting project.

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

Very truly yours,

ELOS Environmental, LLC



James "Jay" Prather, III

Vice President/Environmental Scientist

AGREED AND ACCEPTED:

Signature: _____

Printed/Typed Name: _____

Date: _____