

**EXHIBIT A**

**AN  
AGREEMENT  
TO PROVIDE**

**TRAFFIC COUNTING SERVICES**

**TO**

**ST. CHARLES PARISH**

**November 2001**

**Submitted**

**by**

**South Central Planning and Development Commission  
Post Office Box 1870  
Gray, Louisiana 70359  
(985) 851-2900**

**An Agreement**  
*To Provide*  
**TRAFFIC COUNTING SERVICES**  
*To*  
**St. Charles Parish**

**I. OVERVIEW.**

The St. Charles Parish Administration conferred with South Central Planning and Development Commission (SCP&DC) to formalize the terms and conditions by which the Commission would provide traffic counting services to St. Charles Parish Administration. The purpose of this proposal is to detail those services, and the costs to provide those services to the Administration in the completion of same. SCP&DC proposes the below mentioned scope of services.

**II. SCOPE OF SERVICES.**

SCPDC proposes to complete, to the best of its ability, the following:

**To conduct and establish a Traffic Measuring Program for St. Charles Parish to provide for basic data for transportation planning and analysis.**

*Task-A:*

SCP&DC will provide detail volume reports for each location not to exceed 80 locations. Each location will provide the following information:

- Vehicles will be counted and reported by hourly intervals on a daily basis.
- Volumes per hour will be separated by direction of travel.
- Peak-hour volumes for am and pm periods will be reported.
- Volume reports will provide the individual day's traffic total, and compute the weekday average. The Louisiana Department of Transportation's Adjustment Factors will adjust Traffic volumes).
- Speed reports will divide traffic volumes into 5-mile intervals by time (1 hour intervals) of day.
- The 85<sup>th</sup> percentile and the 10-mile per hour pace speed will be reported. The report also includes the number of vehicles observed traveling the 10 mile pace speed.
- Traffic volumes will be reported by State's vehicle classification criteria. Vehicle counts will be separated using FHWA Type-F classification scheme.

***Task-B:***

SCP&DC will provide a Geographical Information System (GIS) point layer that contains the 80 traffic measuring locations with the average daily traffic volume statistic for each location in a layer's attribute file. All locations will be placed in the map layer using a GPS receiver to record the placement of each traffic-measuring device. A unique location identification number will be assigned to all traffic monitoring locations for future referencing.

***Task-C:***

SCP&DC will also create a Traffic Count Map and Traffic Count Map Book utilizing GIS layers available for St. Charles Parish, the traffic monitoring locations will be illustrated in a "letter" sized map book of St. Charles Parish. A table in the Traffic Count Map Book will list all of the 80 locations with the location identification number, roadway name of the location, average daily traffic volume statistic, the week/year traffic count was taken, am peak hour count, and the pm peak hour count. In addition, any available traffic counts taken by the LADOTD will be included in a table contained in the Traffic Count Map Book. The map book will be developed to provide ease of reproduction for sale to the general public.

***Task-D:***

SCP&DC will conduct intersection peak-hour turning movement studies at various predetermined locations. These locations will be determined by both the PARISH and the CONSULTANT, and will not exceed a total of 40 intersections. These reports will include the following information.

- Representative drawing of each intersection.
- Climatic conditions of the day the data were retrieved.
- Time and date of the study.
- Volume of vehicles and percentage for each turning movement

***Task-E:***

SCP&DC will assist the St. Charles Parish Administration in determining the functional classification of all streets by coordinating all efforts with the Louisiana Department of Transportation

### **III. DELIVERABLES**

SCPDC proposes to provide all original hard copies of the work product and an agreed upon geographic format to the St. Charles Parish Administration. Therefore, St. Charles Parish will assume all further reproduction costs. All alternative and additional tasks requested will be above and beyond the scope of this agreement and will be billed at SCPDC's standard rates.

#### **IV. PROJECT COST**

The Cost to perform the services as specified herein will be on a fixed fee basis of Sixteen Thousand Dollars (\$16,000.00)

Additional duties may be added to the Scope of Services by written agreement of both parties.

#### **V. PROJECT TIME ALLOCATION**

The time necessary to fulfill all of the tasks identified in the Scope of Services is six (6) months from the signing of agreement.

**"EXHIBIT B"**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**ST. CHARLES PARISH COUNCIL**

**AND**

**SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION**

This agreement (AGREEMENT) made and entered into this 9<sup>th</sup> day of January, 2002.

BY AND BETWEEN

- (1) St. Charles Parish Council, represented herein by the President of said Parish, Mr. Albert D. Laque, (hereinafter sometimes referred to as "PARISH"); and
- (2) SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, represented by Kevin P. Belanger, Chief Executive Officer of South Central Planning and Development Commission (hereinafter sometimes referred to as "CONSULTANT"),

For and in consideration of the agreements herein, the respective appearers having full authority of their respective entities to enter into this contract, do contract as follows:

**WITNESSETH**

WHEREAS, the PARISH desires to retain the CONSULTANT for the purpose of performing traffic counts to acquire average daily traffic counts, turning movements at preferred locations, and to prepare a Geographic Information System point layer of all counts throughout St. Charles Parish, and;

WHEREAS, the PARISH, represented by President, Albert D Laque, attached hereto and made a part hereof, is authorized to enter into an agreement with South Central Planning and Development Commission for professional services to the PARISH, and,

WHEREAS, CONSULTANT, represented by Kevin P. Belanger, its Chief Executive Officer, as authorized by the Board of Commissioners for South Central Planning and Development Commission, is authorized to enter into contracts and agreements on behalf of South Central Planning and Development Commission;  
NOW, THEREFORE, the PARISH and the CONSULTANT for the consideration, and under the conditions set forth, do agree as follows:

I. SCOPE OF CONTRACT

This contract contains four (4) typewritten pages, signed by appearers and authenticated; "Exhibit A" A Proposal to Perform Traffic Counting Services, as submitted by the CONSULTANT, this contract may only be amended by written agreement of the parties specifically stating that such written agreement is intended to amend this contract. The written communications between the parties called for hereunder shall not constitute amendments to this contract.

II. SCOPE OF SERVICES

South Central Planning and Development Commission will perform the tasks, as specified in Exhibit A, in completing the "Traffic Counting Services" for St. Charles Parish.

III. PARISH'S RESPONSIBILITIES

- A. Designate Mr. Albert Laque for the ST. CHARLES PARISH to represent the PARISH for all purposes in its relationship with CONSULTANT.
- B. Authorize the CONSULTANT to perform certain specific tasks, the scope of, the schedule for completion of and the fee for, being mutually agreed upon by the CONSULTANT and the PARISH. The scope of these tasks will be based upon the type of work delineated in this agreement and the recommendations adopted by the PARISH. If the CONSULTANT cannot perform according to the schedule, through no fault of his own, he shall apply to the PARISH for an extension of time to perform. Such request shall not be unreasonably denied.

- C. Furnish to CONSULTANT all existing pertinent studies, reports and other available data, obtain additional reports and data as required which are pertinent to the completion of the services to be provided under the terms of this contract.
- D. Arrange reasonable access to Public Property as required.

**IV. COMPENSATION**

- A. CONSULTANT shall be compensated on a fixed fee lump-sum basis of Sixteen Thousand Dollars (\$16,000).
  - a. CONSULTANT shall invoice the PARISH on a monthly basis, if there is enough activity for that month.
  - b. CONSULTANT shall invoice the PARISH on a percentage of completion as detailed by task in Exhibit B.
  - c. Invoices shall be payable to the CONSULTANT within thirty (30) days of receipt.

**V. ASSIGNABILITY**

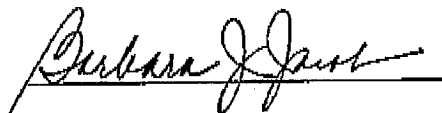
The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the PARISH.

**VI. DURATION OF AGREEMENT**

- A. This Agreement shall continue in full force and effect for a period of Six (6) months from the date hereof (the contract period).

IN WITNESS WHEREOF, the parties hereto have affixed their legal hand in multiple counterparts on this 9th day of January, 2002.

WITNESSES:

  
\_\_\_\_\_

PARISH:

ST. CHARLES PARISH  
ST. CHARLES PARISH, LOUISIANA

BY:   
\_\_\_\_\_

Mr. Albert D. Laque

Witnesses:

Valarie Berthelet

Parish President

CONSULTANT:

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION  
HOUMA, LOUISIANA

Lillie R. McVish  
Julie D. Boudreaux

BY:

Kevin P. Belanger  
Kevin P. Belanger  
Chief Executive Officer