

Ord.

2011-0387

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

ORDINANCE NO. 11-12-10

An ordinance to approve and authorize the execution of a Professional Services Contract with CH2M Hill Engineers, Inc. to provide environmental services required for Parish Project No. P100801, Municipal Storm Sewer Systems Compliance (MS4).

WHEREAS, St. Charles Parish is in need of professional environmental engineering services for Parish Project No. P100801, Municipal Storm Sewer Systems Compliance (MS4). Services include but will not be limited to serving as Owner's professional environmental consultant and representative for the Project, providing environmental consultation, reports, analysis and recommendations; and,

WHEREAS, the MS4 Program requires an annual report on Progress of Best Management Practices (BMP) to LDEQ documenting BMP activities, development of a spill response and prevention plan; and,

WHEREAS, expertise provided by the professional environmental engineering is required to maintain permit compliance and interface with LDEQ on such matters.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:


SECTION I. That the contract for Professional Services between CH2M Hill Engineers, Inc. and the Parish of St. Charles is hereby approved.

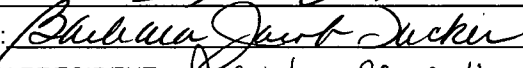
SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

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

- YEAS: SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS
- NAYS: NONE
- ABSENT: AUTHEMENT

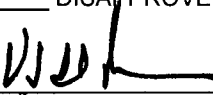
And the ordinance was declared adopted this 19th day of December, 2011 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: December 20, 2011

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: December 21, 2011

AT: 8:45am RECD BY: BGT^{vb}



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 21st day of December, 2011, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **CH2M HILL ENGINEERS, INC.**, a Corporation acting herein and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P100801** titled **MUNICIPAL SEPARATE STORM WATER SEWER SYSTEMS COMPLIANCE (MS4)**.

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services.
- b. SCOPE OF SERVICES:

The 2010 MS4 Annual Report submitted to LDEQ provided a plan which allows the Parish to continue to build on the existing MS4 Program. Beginning in 2011, the annual report acts as a living document to be updated every year to show improvement and progress in improving stormwater quality in the Parish.

➤ **Task 1.0 2012 MS4**

Subtask 1.1 Project Management and Communication with LDEQ and Parish Officials

- Regular communication with LDEQ. Communication with LDEQ on behalf of the Parish including, revision of the list of recommended Best Management Practices should LDEQ request changes while assisting the Parish with compliance commitments made to LDEQ as part of their NOI and previous year's annual report.

- Regular communication with Parish officials to insure BMPs are aligned with Parish priorities.
- Keep Parish officials informed of compliance requirements, and any new stormwater requirements or regulations that the Parish may be subject to.
- Review commitments made in previous year's report, and document completeness and progress.

Subtask 1.2 Preparation of the Annual Report

Using the "living document" concept, the report will be formatted and used as a guideline for what activities and documentation are to be compiled. The report can be viewed as a master checklist to document fulfillment of the commitments in the previous report and as guidance for developing the next steps to be accomplished in subsequent years. Activities will include:

- Implement a filing system to capture the forms which document BMP activities will be initiated, providing a structure to capture documentation by BMP requirement. Implementation of this system will further promote the "fill in the blank" concept of developing the 2012 report throughout calendar year 2011.
- Complete list of existing forms and processes to be used in 2011 Report
- Modify existing processes to include MS4 documentation where necessary
- Develop new forms and/or processes to include MS4 documentation where necessary
- Develop checklist of discrete activities (for example spill kit deployment) that can be updated as activities are completed.
- Draft list of commitments, forms, and processes identified to date as starting point for 2011 MS4 documentation
- Debrief notes after site interviews, to include draft processes developed during visit(s).
- Develop a checklist of discrete activities to be completed by the Parish for rollup into 2011 MS4 report

Deliverables:

- Draft 2011 MS4 Report
- Final 2011 MS4 Report

Subtask 1.3 BMP Development

- Support for DPW during integration of MS4 concepts into established Parish procedures and documents is provided in this task. This includes development of memos and processes for the Parish council and divisions within DPW, assistance in implementing processes needed to document MS4 compliance, and preparation and attendance at meetings as required. This task is provided for real-time support requests and will be performed on an as requested basis. The following bullets define the commitments made by St. Charles Parish to LDEQ for 2011 to be completed as part of this task.

- **Ordinance Review:**

The Parish currently has ordinances in place that address drainage and flood control, illicit sewer discharges and connections, and illicit dumping, however; these ordinances need to be reviewed to include documentation of monitoring and enforcement actions, as well as specific LPDES General Stormwater Permit language.

2011 commitment: The Parish will review a Construction Site Runoff Control Ordinance in 2011, to insure compliance with the LPDES General Stormwater Permit.

Depending on the findings and analysis of the ordinances, modifications to the language may be necessary to insure ordinance language completely addresses LPDES compliance.

- **Public Outreach:**

2011 commitments: Install CB markers, Provide construction runoff pamphlets at pre-con meetings, report on Haz. Mat. Collection Day and Trash Bash Day, develop procedures to record and respond to public complaints and comments as it relates to MS4.

- **Master Drainage Plan;**

The Master Drainage Plan (MDP) is currently being developed by a third party, and the level of completeness is not immediately available. The Parish has ongoing capital improvement projects that modify the MDP; however there are certain components required. (Required as part of 40CFR 122.34(b)(3)(A) to address minimum control measure #3 IDDE –

Develop a storm sewer system map, showing the locations of all outfalls and the names and locations of all waters of the U.S. that receive discharges from those outfalls)

- 2011 commitment: Review MDP, and report on capital improvement projects.
- IDDE Program
 - 2011 commitment: Review Parish ordinances and monitoring activities. Compile information related to measurable goals for inclusion in the annual report.
 - IDDE measureable goals: Number of inspections, Number of enforcement actions Documented monitoring activities, Number of outfalls, basins, etc. inspected for IDDE, Number of illicit discharges located, Number of industrial sites reviewed for compliance
- Construction site Runoff Control:
 - 2011 commitment: Review Parish ordinances and monitoring activities, develop more specific language related to LPDES General Permit for new draft ordinance.
- Spill Response and Prevention Plan
 - 2011 commitment: Reconnaissance of maintenance locations, review current oil change procedures. Begin to develop Standard Operating procedures
 - Develop draft Spill Response and Prevention Plan to comply with EPA requirements.
- Modification to BMPs to align with current Parish work activities that contributes to compliance and aligns with Parish priorities.
 - Develop processes and standard forms to track and report on current Parish work activities, and train Parish employees how to use them.

Deliverables:

- Memos or documentation to support DPW implementation of MS4 processes.

➤ **Task 2.0 2013 MS4**

Subtask 2.1 Project Management and Communication with LDEQ and Parish Officials

Same as Subtask 1.1

Subtask 2.2 Preparation of the Annual Report

Same as Subtask 1.2; information updated for year 2013

Subtask 2.3 BMP Development

Same as Subtask 1.3

- **Task 3.0 2014 MS**

Subtask 3.1 Project Management and Communication with LDEQ and Parish Officials

Same as Subtask 1.2

Subtask 3.2 Preparation of the Annual Report

Same as Subtask 1.2; information updated for year 2012

Subtask 3.3 BMP Development

Same as Subtask 1.3

- **Task 4.0 2015 MS4 (Optional)**

There is no scope or fee associated with Task 4.0. Should the Parish elect to move forward with Task 4, and amendment to this Agreement will be required.

3. PERIOD OF SERVICE

- a. This AGREEMENT is effective January 1, 2012 for a period of three (3) years.
- b. Upon agreement between all parties, the AGREEMENT may be extended for an additional one (1) year period.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is Standard Hourly Rates plus related Reimbursable Expenses.
- b. Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Hourly Rate Schedule PER Table 1 located in the Statement of Work attached to this AGREEMENT as Exhibit A.
- c. Documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost. St. Charles Parish may request an estimate of these cost before a specific task is authorized.
- d. Total compensation for the Scope of Services described in Section 2B, shall not exceed \$40,000.00, annually including reimbursable expenses.

- e. CONSULTANT shall attach timesheets, logs, or other documentation, satisfactory to OWNER, for all hours billed, by each classification listed on the Standard Hourly Rate Schedule, to the monthly invoices for payment.
- f. CONSULTANT shall distribute all billable hours between each individual authorized task as applicable.
- g. Current month charges and cumulative charges, including reimbursable expenses, shall be shown on all invoices for payment by each individual authorized task.
- h. The use of overtime is not authorized under this AGREEMENT.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.
- b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT, and submit a final invoice to St. Charles Parish for all services rendered to date under the AGREEMENT.
- c. OWNER, upon receiving any applicable completed or partially completed deliverable, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- d. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. 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.

10. OTHER

- a. 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 agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

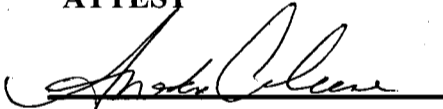
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

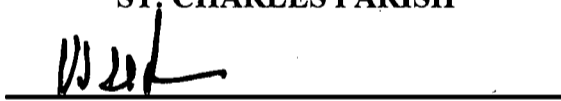
- a. For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONSULTANT'S residence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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

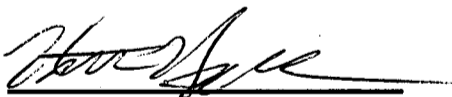


ST. CHARLES PARISH

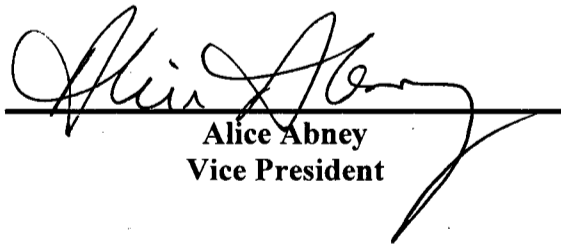


Mr. V.J. St. Pierre, Jr.
Parish President

ATTEST



CH2M HILL ENGINEERS, INC.



Alice Abney
Vice President

Exhibit A

TECHNICAL MEMORANDUM

CH2MHILL

St. Charles Parish MS4 Compliance needs 2011

PREPARED FOR: Sam Scholle
PREPARED BY: Hyche, Hunter
DATE: November 22, 2011

The MS4 Program is designed to transfer enforcement responsibility of the Clean Water Act to local municipalities, with a cornerstone of the program the continual improvement of stormwater quality for discharge into receiving waters. The program builds on itself in that demonstrating compliance is coupled with demonstrating activities directed at improving stormwater quality. EPA and LDEQ understand that the transfer of this responsibility is a process; however, it is the responsibility of the municipality to demonstrate measureable progress in development of this program through an annual report. In many regards CH2M HILL is still gathering information about the Parish's standard operations. This makes it difficult to define all the activities that will need to be developed to insure compliance with the Parish's MS4 permit beyond addressing the 2011 commitments made to LDEQ as part of the 2010 annual report. The following bullets highlight the commitments made for 2011.

- **Ordinance Review:**
The Parish currently has ordinances in place that address drainage and flood control, illicit sewer discharges and connections, and illicit dumping, however; these ordinances need to be reviewed to include documentation of monitoring and enforcement actions, as well as specific LPDES General Stormwater Permit language.
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Exhibit A

Environmental Consulting Services to support St Charles Parish in continuing Development of a Municipal Separate Storm Sewer System (MS4) Plan in accordance with the Parish's State of Louisiana General Permit

Article A. Introduction and Purpose

The purpose of this document is to establish the basic Scope of Work (SOW) that will be performed by CH2M HILL to support St Charles Parish with environmental consulting services as it relates to Parish's Municipal Separate Storm Sewer System (MS4) Plan.

St. Charles Parish initiated an update to their Municipal Separate Storm Sewer System (MS4) plan in 2010. This update reflects the current direction of the Parish and provides continuity with previous MS4 related submittals including the 2007 Notice of Intent filing and Best Management Practices (BMP) commitments. In 2010, the BMP commitments were revisited for continuing relevance and conformance with Parish goals and growth, and suggested BMP revisions and updated commitments were provided to LDEQ in the 2010 MS4 Annual Report.

This SOW is for environmental consulting services for the next three (3) years with the option to renew on the fourth (4th) year. The cover letter of this document outlines the 2011 activities to fulfill the updated MS4 commitments, and includes development of processes to address future MS4 reporting commitments and support for the Department of Public Works in planning for ongoing and future MS4 compliance..

Article B. Scope of Work

The 2010 MS4 Annual Report submitted to LDEQ provided a plan which allows the Parish to continue to build on the existing MS4 Program. Beginning in 2011, the annual report acts as a living document to be updated every year to show improvement and progress in improving stormwater quality in the Parish.

Task 1.0 2012 MS4

Subtask 1.1 Project Management and Communication with LDEQ and Parish Officials

- Regular communication with LDEQ. Communication with LDEQ on behalf of the Parish including, revision of the list of recommended Best Management Practices should LDEQ request changes while assisting the Parish with compliance commitments made to LDEQ as part of their NOI and previous year's annual report.
- Regular communication with Parish officials to insure BMPs are aligned with Parish priorities.
- Keep Parish officials informed of compliance requirements, and any new stormwater requirements or regulations that the Parish may be subject to.

- Review commitments made in previous year's report, and document completeness and progress

Subtask 1.2 Preparation of the Annual Report

Using the "living document" concept, the report will be formatted and used as a guideline for what activities and documentation are to be compiled. The report can be viewed as a master checklist to document fulfillment of the commitments in the previous report and as guidance for developing the next steps to be accomplished in subsequent years. Activities will include:

- Implement a filing system to capture the forms which document BMP activities will be initiated, providing a structure to capture documentation by BMP requirement. Implementation of this system will further promote the "fill in the blank" concept of developing the 2012 report throughout calendar year 2011.
- Complete list of existing forms and processes to be used in 2011 Report
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- Draft list of commitments, forms, and processes identified to date as starting point for 2011 MS4 documentation
- Debrief notes after site interviews, to include draft processes developed during visit(s).
- Develop a checklist of discrete activities to be completed by the Parish for rollup into 2011 MS4 report

Deliverables:

- Draft 2011 MS4 Report
- Final 2011 MS4 Report

Subtask 1.3 BMP Development

Support for DPW during integration of MS4 concepts into established Parish procedures and documents is provided in this task. This includes development of memos and processes for the Parish council and divisions within DPW, assistance in implementing processes needed to document MS4 compliance, and preparation and attendance at meetings as required. This task is provided for real-time support requests and will be performed on an as requested basis. The cover memo attached defines the commitments made by St. Charles Parish to LDEQ for 2011 to be completed as part of this task.

Deliverables:

- Memos or documentation to support DPW implementation of MS4 processes

Task 2.0 2013 MS4

Subtask 2.1 Project Management and Communication with LDEQ and Parish Officials

Same as Subtask 1.1

Subtask 2.2 Preparation of the Annual Report

Same as Subtask 1.2; information updated for year 2013

Subtask 2.3 BMP Development

Same as Subtask 1.3

Task 3.0 2014 MS4**Subtask 3.1 Project Management and Communication with LDEQ and Parish Officials**

Same as Subtask 1.2

Subtask 3.2 Preparation of the Annual Report

Same as Subtask 1.2; information updated for year 2012

Subtask 3.3 BMP Development

Same as Subtask 1.3

Task 4.0 2015 MS4 (Optional)

There is no scope or fee associated with Task 4.0. Should the Parish elect to move forward with Task 4, and amendment to this Agreement will be required.

Article C. Compensation

1. Services will be performed on a Time and Expense basis, with compensation based on CH2M HILL's Hourly Per Diem Rates plus Direct Expenses plus subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.
2. CH2M HILL will make reasonable efforts to complete the work within budget and will keep the CLIENT informed of progress so that the budget or work effort can be adjusted if necessary.

CH2M HILL is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the CLIENT obligated to pay CH2M HILL beyond these limits.

When any budget has been increased, CH2M HILL's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.

3. Per Diem Rates

Per Diem Rates are those hourly rates charged for work performed on the Project by CH2M HILL's employees of the indicated classifications. These rates are subject to annual adjustment each calendar year; include all allowances for salary, overheads, and fees; but do not include allowances for Direct Expenses, subcontracts, and outside services.

4. Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, special CLIENT approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory tests and analysis, printing and reproduction

services, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and special health and safety requirements of OSHA.

The Per Diem Rates for this Project are presented in Table 1.

TABLE 1
Hourly Per Diem Rates

Labor Category	Billing Rate
Project Manager	\$218.94
Principal Technologist	\$206.40
Senior Environmental Consultant	\$144.53
Environmental Consultant	\$90.94
Project Assistant	\$74.77

The estimated engineering fee by Task is presented in Table 2.

TABLE 2
Estimated Engineering Fee

Task Name and Number	Estimated Fee
1.1 Project Management 2012	\$5,182
1.2 Annual Report Preparation	\$11,705
1.3 BMP Assistance	\$13,373
Task 1 2012 MS4 assistance Total	\$30,260
2.1 Project Management 2013	\$5,337
2.2 Annual Report Preparation	\$12,056
2.3 BMP Assistance	\$12,866
Task 2 2013 MS4 assistance Total	\$30,260
3.1 Project Management 2014	\$5,498
3.2 Annual Report Preparation	\$12,418
3.3 BMP Assistance	\$12,344
Task 3 2014 MS4 assistance Total	\$30,260
Task 4 2015 MS4 assistance Total	TBD

From previous involvement with Parish MS4 assistance, project management and report preparations tasks are more accurately estimated. Because of the unknown nature of the development of the MS4 program, BMP assistance will be capped by the fixed total expenditure as defined by the Parish. CH2M HILL assumes a 3% escalation based on historic economic trends. The following table represents the adjustment of scope based on a fixed total expenditure over the next 4 years.