

2024-0419

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 25-1-1

An ordinance approving and authorizing the execution of a Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Water System Modeling (Project No. WWKS 115), in the amount of \$253,278.00.

**WHEREAS**, the Department of Waterworks requires the services of an engineering firm to develop a water model of its existing water distribution system; and,

**WHEREAS**, the Department of Waterworks issued a Request for Qualifications (RFQ), to solicit qualification responses and from the responses received determined McKim & Creed Inc., to be the most qualified to develop the water model; and,

**WHEREAS**, St. Charles Parish wishes to contract with McKim & Creed, Inc., to perform the data collection, hydraulic modeling, field testing and modeling calibration, modeling technical memorandum and model training for the Water System Modeling (Project No. WWKS 115); and,

**WHEREAS**, the attached Professional Services Agreement between St. Charles Parish and McKim & Creed, Inc., describes the details of the proposed services and compensation.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Agreement between St. Charles Parish and McKim & Creed, Inc., to perform engineering services for the Water System Modeling (Project No. WWKS 115), in the amount of \$253,278.00 is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,  
O'DANIELS, FISHER, DEBRULER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 6th day of January, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca  
SECRETARY: Michelle Supadato  
DLVD/PARISH PRESIDENT: January 7, 2025  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: January 8, 2025  
AT: 9:25am RECD BY: [Signature]

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of JAN. 16, 2025 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and McKim & Creed, Inc., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Water System Modeling, Project No. WWKS 115, as described in Ordinance No. 25 - 1 - 1 which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

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

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

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

## 2.0 PROJECT

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

Water System Modeling, Project No. WWKS 115

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

**2.3** Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.

**2.4** The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

**3.1** Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

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

**3.3** Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.

**3.4** Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

**3.5** Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

**3.6** The Phases of the Project, if applicable, are as defined in Attachment “A”.

### **4.0 OWNERSHIP OF DOCUMENTS**

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

**4.2** Consultant may retain a set of documents for its files.

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

## **5.0 SUPPLEMENTARY SERVICES**

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

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

Such supplementary services may include the following:

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

## **6.0 DEFECTIVE WORK**

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

## **7.0 NOTICE TO PROCEED**

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

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

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

## **8.0 PAYMENTS**

**8.1** Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

**8.2** Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

**8.3** If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

**8.4** If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

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

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

## **9.0 BUDGET LIMITATIONS**

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

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

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

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

## **10.0 FUNDS**

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

## **11.0 TERMINATION OR SUSPENSION**

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

## **12.0 INSURANCE**

- 12.1** The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2** The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3** 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.
- 12.4** CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5** CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6** St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7** For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8** Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9** The Worker's Compensation Policy Territory Coverage must include Louisiana.



### **13.0 INDEMNIFICATION**

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

### **14.0 WARRANTY**

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

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

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

### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

### **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

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

### **17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2**

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

**18.0 OTHER**

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

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

**MCKIM & CREED, INC.**

By: 

DocuSigned by:

GLENN SHAHEEN

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Name: Glenn G. Shaheen

Title: VP/Reg Mgr

Date: 1/16/2025

**ST. CHARLES PARISH**

By: 

DocuSigned by:

Matthew Jewell

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Name: Matthew Jewell

Title: Parish President

Date: 1/16/2025

## **ATTACHMENT “A”**

### **WATER SYSTEM MODELING, PROJECT NO. WWKS 115**

#### **Project Scope:**

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

#### **TASK NO. 1 - DATA COLLECTION & ANALYSIS (BASE SERVICES)**

##### **1A. Data Request and Collection**

M&C will collect review information provided by the Parish for the model with the full cooperation of the Parish to aid in model development. The projected data request will include the following:

- 18.1.1 GIS and/or similar information with appropriate locations of future developments, including equivalent dwelling unit (EDU) counts.
- 18.1.2 Construction drawings and/or schematics for ongoing and future transmission mains.
- 18.1.3 Developer plans and proposed projects.
- 18.1.4 Land use and zoning maps.
- 18.1.5 SCADA logs for the last 12 months for major system components (i.e., distribution pressure, tank levels, pump run speeds, etc.).
- 18.1.6 Current hydraulic model.
- 18.1.7 Customer billing data for the last 12 months.
- 18.1.8 Monthly Operating Reports (MORs) for the last 12 months.
- 18.1.9 Current GIS shapefiles for all potable water system components (i.e., water mains, fire hydrants, valves, etc.).
- 18.1.10 Pump curves for all active pumps.
- 18.1.11 Record drawings for all transmission lines, ground and elevated storage tanks, booster stations, etc.
- 18.1.12 Parish's Water Master Plan;
- 18.1.13 Water Main Replacement Plans;
- 18.1.14 Scada Improvements; and
- 18.1.15 Water Quality Data

##### **1B. Data Review and Consolidation**

Once the data is obtained, M&C will consolidate and organize the data to aid in the development of population and potable water demand projections and hydraulic modeling scenario demands. M&C should also identify any deficiencies in the data and any alternative data sources that could supplement data gaps.

## **1C. Population and Potable Water Demand Projections**

M&C will develop potable water demand projections for the incorporated area of the PARISH as follows:

### **18.1.15.1 Existing Water Demand Evaluation**

M&C will review existing potable water demands provided by the Parish through customer meter billing data and MORs. It is assumed that billing data and MORs will include at least one (1) year of the most recent data available. M&C will perform a desktop water balance audit between customer billing data and MOR data. Discrepancies between the two data sets will be presented to the Parish prior to integration within the model.

### **18.1.15.2 Potable Water Demand Projections**

M&C will develop water demand projections through 1) population-based and 2) meter-based methods. Projections will be reviewed with the Parish prior to developing final future water demand projections.

### **18.1.15.3 Future Water Demand Projections**

M&C will develop potable water demand projections (if so requested by the Owner) based on information obtained from data collection efforts for the following planning periods: 1) existing conditions, 2) near term (1 – 3 years), 3) short term (5 years), 4) long term (10 – 20 years), and 5) full build-out. These demand projections will help the Waterworks Department to know what areas will require future capital projects to sustain the expected growth in specific areas of the Parish.

Should the Consultant identify the need for additional data prior to moving on to other task order phases to bolster the hydraulic model, it may be necessary to move forward with additional field collection prior to modeling.

## **TASK NO. 2 – HYDRAULIC MODELING (BASE SERVICES)**

### **2A. HYDRAULIC MODEL**

M&C will perform hydraulic modeling of the Parish's existing and future finished water distribution system with regard to the impacts of projected system growth and changes in operation and/or capacity. The model will be run for the following scenarios: 1) existing conditions, 2) near term (1 – 3 years), 3) short term (5 years), 4) long term (10 – 20 years), and 5) full build-out. The hydraulic modeling effort will be focused on identifying large diameter (greater than 12-inches) transmission mains that may need to be upsized to handle future flow increases. Bentley WaterGEMS software will be used.

#### **a. Hydraulic Model Extents**

The existing water distribution system limits will be discussed with St. Charles Parish Waterworks personnel to ensure that the area and limits of St. Charles Parish are properly defined in the model. This also includes any additional supplemental connection lines with other Parishes (if applicable) to supply water to other Parishes or bring in water from other Parishes during periods of emergency. The model will

include all storage tanks and booster stations as well, which contribute to the overall pressures seen by the system.

**b. Update Current Hydraulic Model**

M&C will coordinate with the PARISH's GIS division and will utilize the Parish's current hydraulic model created using Bentley's WaterGEMS/CAD software and other information provided by the PARISH (e.g., GIS information, record drawings, maps, reports, etc.) in the data collection and analysis task (Task No. 1) to update pipelines in the model. Existing facility data relevant to the model (e.g., pump curves) will be verified and updated with available data. Additional GIS and data verification may be necessary.

1. Compare current model to the PARISH GIS data.
2. Prepare a map of comparison and meet with PARISH to review and update current model.
3. Verify existing major facilities (e.g., pump curves, storage tank elevations, etc.) within the current model.
4. Extract the current hydraulic model controls and meet with PARISH operators to confirm the model controls match the existing conditions.
5. Update/verify current diurnal curve pattern applied in the hydraulic model. Utilize available SCADA data for the water treatment plant, interconnects, and storage tanks to evaluate a system-wide 25-hr diurnal curve pattern to apply to the demands for an extended period simulation (EPS).

**c. Potable Water Demand Allocation**

M&C will integrate customer meters and associated demands into the hydraulic model using the LoadBuilder tool within Bentley WaterGEMS.

**d. Diurnal Curve Development**

M&C will review the billing data and create a typical diurnal pattern for the system to be applied in extended period modeling. One diurnal pattern will be created for the entire system. M&C will analyze the billing data provided and calculate a max day demand and peaking factor specific to the Parish's system. This peaking factor and associated max day demand will be incorporated into the model in a separate steady state scenario.

**TASK NO. 3 – FIELD TESTING & MODEL CALIBRATION (BASE SERVICES)**

**3A. FIELD TESTING & MODEL CALIBRATION**

M&C will utilize information either from previous tasks, additional data to calibrate the hydraulic model, or testing data provided by the Owner. This includes:

**a. Steady State Calibration**

M&C will Steady state calibration will be performed using field-collected pressure recorder data, fire flow information, historic SCADA data (tank levels, pump run times, pump flows, etc.) to compare against model predicted values. Adjustments to pump operation, pipeline C-factors, valve positions, and other system components will be performed as needed.

**b. Extended Period Calibration**

Extended period calibration will utilize the steady state calibration scenario as a base for the extended period calibration process while incorporating:

1. Representative pump control logic for the WTP high service pumps and in-system booster pump stations based on operator interviews, review of available historic data, and field investigation.
2. Adjustments to pump operating logic will be made based on iterative modeling runs to correlate historic tank levels to in-model results.

**c. Additional Field Flow Data Collection**

This phase would include the implementation and placement of insertion meters for additional data input into the model or for the placement of strategic DMA boundaries (if requested by the Owner because of need).

**d. Fire Hydrant Testing**

Monitoring/testing at various different fire hydrant locations will be carried out by the Parish to aid in calibration of the model. Should additional data loggers be needed from M&C, this would be considered an additional service requiring further cost development. This testing and its results will help in M&C developing and recommending later flushing protocols.

M&C will meet with the Parish as required throughout the calibration efforts to provide a summary of the calibration process and make necessary adjustments for Parish buy-in and full accuracy prior to proceeding with developing the demand scenarios.

**e. Develop Demand Scenarios**

Demand scenarios will be developed with the input of the Owner, but the scenarios expected for development are for the following: 1) existing conditions, 2) near term (1 – 3 years), 3) short term (5 years), 4) long term (10 – 20 years), and 5) full build-out conditions. These conditions will be assessed for each scenario:

1. Average day demands.
2. Maximum day demands.
3. Maximum day demands + fire flow demands.

**f. Hydraulic Modeling Summary**

M&C will summarize key hydraulic modeling findings and will develop water main hydraulic requirements for planning periods mentioned above. This summary will include storage tank requirements for different scenarios, recommended flushing procedures, and will identify areas with high/low pressures and low fire flow pressures.

**TASK NO. 4 – MODELING TECHNICAL MEMORANDUM (BASE SERVICES)**

M&C will document the entire modeling process used, the data collected, the assumptions

made, and the results of the hydraulic model construction update, any billing integration,

and calibration in a technical memorandum to be submitted to the Parish. With this document, the Owner can input additional data into the model without the Engineer (should they so choose) utilizing the same basic assumptions and can also historically document assumptions for any future model caretakers.

#### **TASK NO. 5 – MODEL TRAINING (BASE SERVICES)**

M&C will offer model training within WaterCAD/WaterGems to any officials that the Parish would like to have trained in the operation of the model. These sessions would extend to basic operations, such as changing line sizes within certain areas, changing pumps at certain stations, adding additional flow demands on certain lines (to check for the effects of new subdivisions and developments), opening and closing valves to determine overall system effects during maintenance, opening certain hydrants to determine pressure effects, etc.

M&C will demonstrate how the model should be renamed during these additional run scenarios by the Parish to ensure that the Parish does not negatively affect the integrity of the model. To prevent such a scenario from occurring, M&C will always have the latest copy of the model saved on its server should the Parish need help in reverting to previous versions of the model.

Should additional detailed training be desired or required, M&C can provide this training as well to develop additional line segment additions, pump station additions, tank additions, etc., within the framework of the existing model.

#### **TASK NO. 6 – WATER QUALITY MODELING & CALIBRATION (SUPPLEMENTAL SERVICES)**

##### **6A. WATER QUALITY CALIBRATION**

M&C will calibrate the model for the water quality parameters with field data provided by water quality tests initiated by the Owner and various points recommended by M&C within the system.

##### **6B. WATER QUALITY MODELING**

M&C will utilize information provided by the client from water quality testing and collected data to perform water quality modeling related to water age, water quality, chlorine decay rates, and chlorine residuals to model these for all of the developed flow scenarios. M&C will identify problem areas related to high water age and will consider aspects of directional flow control and system expansion in looping configuration recommendations to reduce residence time.

#### **TASK NO. 7 – HYDRAULIC MODELING OPTIMIZATION (SUPPLEMENTAL SERVICES)**

M&C will offer additional hydraulic modeling for case-by-case requests (if requested by Parish) to aid in determining overall effects on the various model planning periods for new developments, newly identified "problem" areas for the Parish due to poor tank exchanges, new developments, low and/or high pressures, etc. These optimization services can also be



extended as QA/QC reviews on existing modeling efforts and changes conducted by designated Parish personnel on the M&C calibrated model.

### **TASK NO. 8 – WATER MAIN LOSS INVESTIGATION & REPLACEMENT PLANNING (SUPPLEMENTAL SERVICES)**

M&C will offer these planning services if requested by the Parish. These services would consist of the following:

#### **8A. WATER MAIN LOSS INVESTIGATION**

M&C will investigate water main loss by offering the following:

- ❖ Conduct water loss reduction field inspections (acoustic leak detection and pipe condition assessment services);
- ❖ Provide water loss control and mitigation services (district metered area design with water loss software, equipment, maintenance, and training, etc.)

#### **8B. WATER MAIN REPLACEMENT PLANNING**

M&C will provide the following water main replacement planning services:

- ❖ Development of a scoring system for likelihood of failure (LOF) for various components within the Parish water system. The Parish would have full input on the development of such scoring system;
- ❖ Relative ranking of LOF for the various water transmission lines within the Parish;
- ❖ Conduct a Consequence of Failure (COF) run on the model for various LOF rankings;
- ❖ Compile a COF scoring for the listed LOFs;
- ❖ Develop an overall risk assessment for identified lines based on both LOF and COF;
- ❖ Summarize LOFs, COFs, and risk assessments so that Parish can plan short and long term improvements to improve their water system;

Although not specifically mentioned, a Capital Improvements Plan (CIP) can be provided should the Parish wish to have such a document. Since it was not originally included in the request, this can be a separate task order.

### **TASK NO. 9 – MODEL LINKING WITH REAL-TIME DATA (SUPPLEMENTAL SERVICES)**

M&C will offer additional model linking with real-time data in the field should the Parish so desire. This would include SCADA linking with pressure sensors, flow meters, tank level indicators, pump station run times, pump on and off indicators, etc. M&C can assist in the additional placement of the necessary items to allow this SCADA integration. It would also assist in the development of work order implementation into the WaterGems software so that the Parish can keep track of work orders (i.e., when work began, address of work order, completion of work order, those segments requiring the most frequent work orders which may justify full replacement, etc.

**PROJECT DELIVERABLES:**

Project Deliverables to the Owner for modeling shall include the following:

1. Digital Copies of the updated WaterGems Model Created for St. Charles Parish Waterworks Department;
2. Digital PDF Copy of Modeling Technical Memorandum (via E-mail or Dropbox); and
3. Hard Copies of the Modeling Technical Memorandum (if requested by Owner)

## ATTACHMENT “B”

### WATER SYSTEM MODELING, PROJECT NO. WWKS 115

#### Project Schedule:

The Consultant shall promptly begin work after receiving the Notice to Proceed (NTP) from the Owner. The estimated activities and durations from NTP are presented in the following table:

ACTIVITY	DURATION
1. Data Collection & Analysis	5 Weeks
2. Hydraulic Modeling	9 Weeks
3. Field Testing & Modeling Calibration	18 Weeks
4. Modeling Technical Memorandum	4 Weeks
5. Model Training	2 Weeks

We will keep the Owner apprised of project status and any conditions that may significantly affect project schedule.

**ATTACHMENT “C”****WATER SYSTEM MODELING, PROJECT NO. WWKS 115****Project Costs:**

Engineering costs were developed utilizing estimated manhours and hourly rates rounded to the nearest dollar and are presented in the following table:

<b>PROJECT TASK</b>	<b>FEE TYPE</b>	<b>TOTAL FEE</b>
1. Data Collection & Analysis	LUMP	\$57,275.00
2. Hydraulic Modeling	LUMP	\$66,159.00
3. Field Testing & Modeling Calibration (Includes Data Loggers and In-Line Meters As Stipulated Herein)	LUMP	\$65,855.00
4. Modeling Technical Memorandum	LUMP	\$32,332.00
5. Model Training	LUMP	\$31,657.00
<b>Total Lump Sum Fee</b>		<b>\$253,278.00</b>

The project costs takes into account the following:

**ENGINEERING ASSUMPTIONS AND EXCLUSIONS**

The project takes into account the following assumptions and exclusions:

1. The contract for this project discusses other services that are to be provided, but this proposal only focuses on the tasks that were identified as base services which include Data Collection & Analysis, Hydraulic Modeling, Field Testing & Modeling Calibration, a Modeling Technical Memorandum, and Model Training;
2. Other tasks listed in the contract (identified as supplemental services which include Water Quality Modeling & Calibration, Hydraulic Modeling Optimization, Water Main Loss Investigation & Replacement Planning, and Model Linking with Real-Time Data) will be negotiated separately when required by the Owner;
3. Little additional data is assumed to be needed based on the information cited as being provided by the Owner. Should additional information be identified as being required, such information and its collection may require additional services unless such information can be collected and provided by the Owner to McKim & Creed;
4. With various modeling experts located across different McKim & Creed offices, most meetings where Owner input is required will be conducted through Microsoft Teams. The Final Technical Memorandum will be presented formally to the Owner with all McKim & Creed members working on this project attending a formal meeting at the Waterworks Department office in Luling;
5. Consultations will be held with the Owner to discuss any discrepancies between the meter data and population data;
6. A meeting will be held with the Owner to discuss minimum levels of service for the water system, including minimum and maximum pressures, velocities, and head conditions;
7. The existing model will be utilized and updated as required after review of the existing model, its assumptions, and data. McKim & Creed assumes that the last modeler will be available as required to discuss the model and his previous efforts in updating the model for the Owner;
8. Existing GIS Department information will be utilized as a basis for much of the model's additional input, and data entry and input into the model assumes that the GIS information is accurate.
9. For additional field data collection, Owner has indicated that its representatives will coordinate the necessary data collection based on needed information submitted by the Engineer. Should the

Owner be unable to provide such data collection services, then the Engineer will provide a supplemental pricing proposal for approval.

10. No surveying will be conducted as a part of this study; and
11. No subcontractor services will be utilized for this particular task order since Base Modeling Services will be fully performed by McKim & Creed personnel.

**OWNER RESPONSIBILITIES:**

The responsibilities of St. Charles Parish for this proposal include the following:

1. Supply all requested as-built record information for water distribution system;
2. Supply all planned developments and neighborhood plans for population projections;
3. Meet with Engineer(s) as necessary to supplement current operational parameters for the water distribution system (via Teams or in person);
4. Coordinate access for Engineer and/or its representatives to all Parish facilities and sites required for modeling inputs and verification, including future projections;
5. Prompt responses to RFIs from the Engineer, review of deliverables, coordination of meetings, and project directives;
6. Coordination on collection of field data required for model calibration. Owner has indicated that the Engineer will not need to supply in-line flow meters or data loggers for collection of field data to properly calibrate the model. Should the McKim & Creed Team need to offer these services, such services will require the mutual negotiation of an additional supplement;
7. Prompt updates on discussions with other entities which may affect scope of work

**ADDITIONAL SERVICES**

McKim & Creed can provide additional services upon request. Price proposals for those additional services identified by the Owner to be required will be prepared upon request utilizing the attached hourly rates in the 2024 Billing Rate Schedule attached hereto, as "Exhibit A." Additional services shall be approved in writing by the Owner.

**ATTACHMENT "D"**  
**COMPLIANCE WITH FEDERAL AND STATE LAWS**

**WATER SYSTEM MODELING, PROJECT NO. WWKS 115**

**2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING** - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

**EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C))** – Applies to all construction contracts - *"During the performance of this contract, the CONSULTANT agrees as follows:* The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. CONSULTANTS are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

**COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-.329)** – Applies to all contracts - In the event of a declared emergency, CONSULTANTS are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. CONSULTANT shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

**BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I))** – Applies to all contracts - CONSULTANT that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

**ACCESS TO RECORDS (2 CFR 200.336)** – Applies to all contracts - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the CONSULTANT and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

**RETENTION OF RECORDS (2 CFR 200.333)** – Applies to all contracts - In the event of a declared emergency, CONSULTANT shall retain all required records for three years after the

termination date of the contract and all other pending matters are closed.

**ENERGY EFFICIENCY – Appendix II(H) – Applies to all contracts** - CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts** - The CONSULTANT represents and warrants that it and its SubCONSULTANTS are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a CONSULTANT or SubCONSULTANT has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The CONSULTANT must notify the Owner in the event of it and its SubCONSULTANTS being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the CONSULTANT and/or its SubCONSULTANTS is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts** - The CONSULTANT and its SubCONSULTANTS will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the CONSULTANT purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

**BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020)** – Bonding requirements include:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid

guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b) A performance bond on the part of the CONSULTANT for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the CONSULTANT’s obligations under such contract.
- c) A payment bond on the part of the CONSULTANT for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**COPELAND “ANTI-KICKBACK” ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of \$2,000.00** - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The CONSULTANT shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subCONSULTANTS with such regulations, and shall be responsible for the submission of affidavits required of subCONSULTANTS thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of \$10,000.00** - If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this contract shall, at the option of the Owner, become the Owner’s property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the CONSULTANT, and the Owner may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Owner from the CONSULTANT is determined.

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the contract is terminated by the Owner as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date.



**ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A))** – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the CONSULTANT or the CONSULTANT's subCONSULTANTS may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E))** – Applies to all construction contracts greater than \$100,000.00 where mechanics and laborers are employed - CONSULTANT shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G))** – Applies to all contracts greater than or equal to \$150,000 - CONSULTANT shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)** – Applies to all contracts

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the CONSULTANT and its subCONSULTANTS may not use grant, cooperative agreement, loan, or

loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit CONSULTANTs from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a subCONSULTANT at any tier or by any other source, the CONSULTANT shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The CONSULTANT shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or

- recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The CONSULTANT shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

**DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products** - As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



## Gonzales 2024 Schedule of Hourly Rates

Employee Classification	(Rate/Hour)
Principal .....	\$299.00
Engineering Manager .....	\$281.00
Project Manager V .....	\$270.00
Project Manager IV .....	\$245.00
Project Manager III .....	\$235.00
Project Manager II .....	\$218.00
Project Manager I .....	\$195.00
Technical Specialist III .....	\$280.00
Technical Specialist II .....	\$265.00
Technical Specialist I .....	\$250.00
Project Engineer IV .....	\$225.00
Project Engineer III .....	\$210.00
Project Engineer II .....	\$180.00
Project Engineer I .....	\$160.00
Engineer Intern .....	\$130.00
I&C Specialist III .....	\$205.00
I&C Specialist II .....	\$190.00
I&C Specialist I .....	\$160.00
Designer IV .....	\$150.00
Designer III .....	\$145.00
Designer II .....	\$130.00
Designer I .....	\$114.00
Sr. CAD Technician .....	\$100.00
CAD Technician .....	\$85.00
Sr. Project Administrator .....	\$110.00
Project Administrator .....	\$94.00
Administrative Assistant .....	\$75.00
Construction Administrator III .....	\$140.00
Construction Administrator II .....	\$130.00
Construction Administrator I .....	\$120.00
Project Representative III .....	\$125.00
Project Representative II .....	\$120.00
Project Representative I .....	\$105.00
GIS Analyst II .....	\$125.00
GIS Analyst I .....	\$115.00
GIS Technician II .....	\$99.00
GIS Technician I .....	\$79.00
Field Services Manager .....	\$145.00
Field Technician II .....	\$125.00
Field Technician I .....	\$94.00
Student Intern .....	\$52.00

Rates are Valid Through December 31, 2024

Page 1 of 2



Gonzales 2024 Schedule of Hourly Rates

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Equipment

Equipment Type	(Rate/Day)
Side by Side .....	\$85.00

Equipment Type	(Rate/Month)
Side by Side .....	\$1,800.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Scott Insurance - Raleigh 2501 Blue Ridge Road Suite 250 Raleigh NC 27607		<b>CONTACT NAME:</b> Angelo DePolito <b>PHONE (A/C No. Exch):</b> 615-224-2689 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> adepolito@scotins.com	
<b>INSURED</b> McKim & Creed, Inc. 4300 Edwards Mill Road, Suite 200 Raleigh NC 27612		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Berkley Assurance Company (A+) <b>NAIC #</b> 39462 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 1799620437

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OT+ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PCAB 5025806 0924	9/5/2024	9/5/2025	Each Claim/Aggregate \$5M / \$10M
A	Contractors Pollution Liab			PCAB 5025806 0924	9/5/2024	9/5/2025	Each Claim/Aggregate \$5M / \$10M Self-insd Retention \$500K / \$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Information:  
 WATER SYSTEM MODELING - TASK ORDER NO. 1  
 St. Charles Parish, Louisiana  
 Project No. 08396-0006

<b>CERTIFICATE HOLDER</b>  St. Charles Parish P.O. Box 302 Hahnville LA 70057	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Client#: 216019

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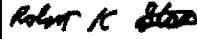
**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
11/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services LLC Post Office Box 13941 Durham, NC 27709 919 281-4500		<b>CONTACT NAME:</b> Brittany F Yardley <b>PHONE (A/C, No, Ext):</b> 919 281-4500 <b>E-MAIL ADDRESS:</b> NCCertificateTeam@mcgriff.com <b>FAX (A/C, No):</b> 8887468761	
<b>INSURED</b> McKim and Creed Inc 4300 Edwards Mill Road Suite 200 Raleigh, NC 27612-2689		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> Twin City Fire Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19682 29459	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded:50000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		22CSES90700	09/05/2024	09/05/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		22CSES90701	09/05/2024	09/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$250,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		22HV6BJ3ZE6	09/05/2024	09/05/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	22WEBH0VPP	09/05/2024	09/05/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 08396-0006 - Water System Modeling - Task Order No. 1 St. Charles Parish and owner are Additional insured on the General Liability and Auto Liability if required by written/executed contract before a loss on a primary and non-contributory basis, including ongoing and completed operations. Umbrella follows over the General Liability, Auto Liability and Employers Liability. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation if required by contract and where permitted by law						

CERTIFICATE HOLDER	CANCELLATION
St. Charles Parish PO Box 302 Hahnville, LA 70057	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03) 1 of 1  
#S35719701/M35203201

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ELBA

**Excerpts from the  
MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS  
OF MCKIM & CREED, INC**

**RESOLVED**, that Glenn Shaheen or Kimberly Koehl as duly authorized officers of McKim & Creed, Inc., and they are hereby authorized and empowered for and on behalf of McKim & Creed, Inc. to execute any and all documents that either deems necessary and as required to contract with St. Charles Parish, Louisiana for the year 2024 and future years until rescinded.

McKim & Creed, Inc.

BY: 

**John Lucey Jr.  
Chairman**

**CERTIFICATION**

I, Herb McKim, Secretary of McKim & Creed, Inc. do certify that the above and foregoing to be a true and correct copy of excerpts of the minutes of the Board of Directors of said Corporation, duly and legally called, convened electronically on the 3rd day of November, 2024, where at a quorum of the Directors was present and that the same has not been revoked or rescinded.

**WITNESS** my signature and the seal of the Corporation at Raleigh, North Carolina, this 2<sup>nd</sup> day of November, 2024.

BY: 

**Herb McKim, Jr.  
Secretary**