

Reso.

2012-0265

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)**

RESOLUTION NO. 5926

A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development (DOTD), the Regional Planning Commission (RPC) and St. Charles Parish for funding of the LA 52 (Paul Maillard Rd.) Widening Stage 1 - Environmental Assessment, State Project No. H.004876, Federal Aid Project No. H004876.

WHEREAS, it is the desire of the St. Charles Parish Council and Administration to further the revitalization of LA 52 (Paul Mallard Rd.) in Luling by partnering with other agencies; and,

WHEREAS, the Parish, the DOTD, and the RPC have completed a Stage 0 - Planning and Feasibility Study for the possible future widening of LA 52 from the intersection of LA 18 (River Rd.) to N. Oak Ct., a distance of approximately 1.35 miles; and,

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance Highway Planning and Research projects on the approved Federal-Aid System under the direct administration of the DOTD; and,

WHEREAS, the RPC has requested an appropriation of federal funds in the amount of \$165,200, which will be combined with a local match in the amount of \$41,300 shared equally by the DOTD and the Parish, to initiate a Stage 1 - Environmental Assessment of LA 52 widening, from LA 18 to N. Oak Ct.; and,

WHEREAS, the State has prepared an Agreement to provide funding for said project and it is the desire of the Parish Council to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development, Regional Planning Commission, and St. Charles Parish for funding of the LA 52 Road Widening Stage 1 - Environmental Assessment, State Project No. H.004876, Federal Aid Project No. H004876.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 23rd day of July, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
ACTING SECRETARY: Calli Madere
DLVD/PARISH PRESIDENT: July 25, 2012
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: WJ
RETD/SECRETARY: July 25, 2012
AT: 10:20 am RECD BY: CM

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

RPC/STATE AGREEMENT
STATE PROJECT NO. H.004876
FEDERAL AID PROJECT NO. H.004876
LA 52 :LA 18-N OAK COURT
ST CHARLES PARISH

THIS AGREEMENT, made and executed in three original copies on this 21 day of September, 2012, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", the **Regional Planning Commission** for Jefferson, Orleans, Plaquemines, St. Bernard and St. Tammany Parishes and the **Parish of St Charles**, a public agency responsible for metropolitan planning in the New Orleans urbanized area, hereinafter referred to as the ("RPC").

WITNESSETH: That;

WHEREAS, the RPC has been designated by the Governor of the State of Louisiana as the recipient agency of the funds for the Regional Planning Commission area in order to fulfill the requirements of Section 134 of Title 23, U.S.C.; and

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance Highway Planning and Research projects on the approved Federal-Aid System under the direct administration of the DOTD; and

WHEREAS, the RPC has requested an appropriation of funds to initiate a Stage 1 Environmental Assessment of LA 52 (Paul Mallard Rd.) widening, from LA 18 (River Road) to North Oak Court, in St Charles Parish, Louisiana.

WHEREAS, the DOTD is agreeable to the implementation of the Project and desires to cooperate with the RPC as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PROJECT DESCRIPTION

For purposes of identification and record keeping, **State Project No. H.004876** and **Federal Project No. H004876** has been assigned to this agreement. All correspondence, invoices, progress reports, and other such submittals to the DOTD in connection with this agreement shall be identified by these project numbers.

ARTICLE II: FUNDING

Compensation for the services performed under this agreement will be based on the actual costs incurred by the **RPC with a maximum limitation of 206,500, consisting of (80%) of Federal funds (STP>200K funds) and (20%) local match , with the local match provided by St. Charles Parish (10%) and DOTD (10%).**

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

ARTICLE III: PLANNING SERVICES

The RPC or the consultant to be selected by the RPC shall provide all services, as indicated in **Attachment "A"** in this agreement. Any additional services required of the consultant by the RPC shall be performed at the RPC's expense and at no expense to DOTD or FHWA. Throughout the duration of the consultant providing these services for the RPC, it will be performed under the direct supervision of a full time employee of the RPC who will have charge and control of the project at all times.

The RPC is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualification list or who has been disbarred pursuant to LSA-R.S. 48:295.1 et seq. The RPC shall be responsible for any contract cost attributable to the errors or omission of its consultants or sub-consultants.

ARTICLE IV: SUBCONTRACTING

Any subcontracting performed under this project either by consulting engineers engaged by the RPC must have the prior written consent of the RPC and the DOTD. In the event that the consultant elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.

(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.

(e) Using the services and assistance of, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Consultant is encouraged to procure goods and services from labor surplus areas.

ARTICLE V: DBE REQUIREMENTS

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this contract.

The RPC or its consultant agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The RPC or its consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The RPC or its consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy as DOTD deems appropriate.

The RPC or its consultant shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the RPC or its consultant.

ARTICLE VI: INCIDENTAL COSTS

Incidental Project costs, if any, incurred by the RPC shall be its responsibility. Incidental Project costs, if any, incurred by the DOTD will be absorbed by DOTD.

ARTICLE VII: COST DISBURSEMENTS

The DOTD will disburse the RPC monthly the correct FHWA ratio of the costs of planning, pre-construction engineering services, right-of-way acquisitions, utility adjustments and the costs of construction in effect at the time of authorization. The RPC shall render invoices monthly for disbursement, which invoices shall be submitted with an executed DOTD Cost Disbursement Certification by the proper designated official of RPC. Upon receipt of each disbursement requested, RPC is required to tender payment for the invoiced cost and within sixty (60) days from receipt of payment from DOTD, RPC will provide proof of said payment. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final costs of planning, engineering services, right-of-way acquisitions, utility adjustments, construction and construction engineering have been determined, adjustments will be made (except as noted above for construction engineering charges) so that the amount of participation in these items will not exceed the percentages outlined in Article II. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The RPC acknowledges, however, that the FHWA will not participate in the cost of those items not performed and/or constructed in accordance with the scope of services and/or approved plans and specifications, and in this event the RPC will be obligated to assume full financial responsibility. The RPC shall also submit all final billings for all phases of work within three years after the completion or final acceptance of the project. Failure to submit these billings within the specified three year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the RPC.

The RPC shall reimburse the DOTD any and all amounts which may be cited by the FHWA or DOTD due to the RPC's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the RPC will be returned to the RPC upon clearance of the citation(s).

Should the RPC fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment requests from the RPC will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will be released for payment. Additionally, no new Urban System project will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the FHWA in the project shall in no way be construed to make the DOTD or the FHWA a party to the contract between the RPC and its consultant.

ARTICLE VIII: COST RECORDS

The RPC and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the project, for inspection by the DOTD and/or Legislative Auditor, the FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE IX: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made to the RPC have been made; but this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the DOTD due to the withdrawal or reduction of State or Federal funding for the Project.

ARTICLE X: PROJECT RESPONSIBILITY

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the RPC will assume full responsibility for the project development and will save harmless the DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE XI: COMPLIANCE WITH CIVIL RIGHTS

The RPC agrees to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The RPC agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the RPC, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII: PUBLIC LIABILITY

The RPC shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the RPC, its agents, servants or employees while engaged upon or in connection with the services required or performed by the RPC or resulting from the ownership, possession or control of the improvement during its life.

ARTICLE XIII: FEDERAL PROVISIONS

The RPC agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth in 23 CFR, Part 420, Subpart A, Appendix A, which is incorporated herein by reference.

ARTICLE XIV: CONTRACTUAL OBLIGATIONS OF THE STATE

The provisions of this Agreement are in no way and to no extent intended to nor shall they be construed in any manner which will impair the contractual obligations of the State, the DOTD, or the RPC, in violation of Louisiana Constitution, Article 1, § 23.

ARTICLE XV: SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Maggie Woodruff
Witness for Second Party
M. Kearney
Witness for Second Party

STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION

BY: Walter Brooks
Walter Brooks
Typed or Printed Name

TITLE: Executive Director

72-0595531
Federal Identification Number

06-930-5308
DUNS Number

CFDA No.

WITNESSES:

Chelli Madere
Witness for First Party
Arnell Cole
Witness for First Party

Ward
Parish of St Charles

WITNESSES:

Jim L. Kirklin
Witness for Second Party
Cassandra D. Gray
Witness for Second Party

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: Dale J. Jovan
for Secretary

RECOMMENDED FOR APPROVAL

BY: [Signature]
Division Head

SCOPE OF WORK

La 52 (Paul Maillard Rd) (LA 18 (River Road) to North Oak Court) Stage 1- Environmental Assessment St. Charles Parish

This scope of services covers the preparation of a Stage 1 Environmental Assessment (EA) and other related documents to further the findings of the Stage 0 Feasibility Study for the La 52 Corridor, completed in August, 2010. The Stage 1 Environmental Assessment shall be completed in accordance with National Environmental Policy Act guidelines, as amended, along with the Federal Highway Administration (FHWA) regulations and guidelines. The EA shall be prepared in accordance with FHWA's Technical Advisory and shall contain the latest environmental checklist and summary of mitigation, permits, and commitment sheet. The Consultant shall meet with the Regional Planning Commission (RPC) project staff and Louisiana Department of Transportation and Development (LADOTD) Environmental Coordinator/Project Manager within ten (10) days after receiving the notice to proceed.

Task 1 – Project Management

The Consultant will prepare a Project Schedule identifying all work tasks, required meetings, anticipated timelines, study deliverables and interdependencies among the identified tasks in accordance with the negotiated contract.

Task Deliverable: Five (5) copies of the detailed Project Schedule for review by RPC and LADOTD

Task 2 – Data Collection

The Consultant will collect socio-economic and environmental data to allow for the development and analysis of feasible alternatives. This information will be organized as a Geographic Information System (GIS) database in ArcInfo format for evaluation and presentation purposes. Data for this task will include but not be limited to the following:

- Census data on population and housing, race and income for study area
- Available National Wetland Inventory data
- Available digital soils unit data/locations of prime and unique soil units
- Federal and state lands
- 100-year floodplains
- Location of recorded known hazardous materials
- Known occurrences of protected species
- Parklands and sites available from USGS Geographic Names Information System
- Available electronic information on major topographic features and utilities

Task Deliverable: Development of socio-economic and environmental inventory information

Task 3 – Traffic Analysis

A traffic analysis was conducted in the Stage 0 Feasibility Study that evaluated existing (2009) estimated traffic volumes based on land use development trends within the Corridor. It is anticipated that a limited amount of additional capacity analysis will be required resulting in minor geometric revisions to the traffic plan. Traffic data from RPC's Regional Travel Demand Model, and previously collected turning movement count data, will be used for this purpose. The consultant will submit any adjustments to the traffic plan to RPC and DOTD for review and approval prior to finalization and inclusion in the EA.

Task Deliverables: Updated Traffic Analysis showing existing and projected traffic conditions and intersection improvements in the corridor.

Task 4 – Topographic Survey

The Consultant shall conduct a topographic survey along the project corridor to locate existing drainage structures, ditches, driveways, road intersections, and elevations along LA 52 at 300' intervals. LIDAR data points (provided by RPC) shall be compared to intersecting elevation points along roadways and bridges and adjusted as needed. GULFNET CORS stations shall be used to establish horizontal and vertical datum on the site. The horizontal datum shall be referenced to NAD 83 (CORS96) and the vertical datum to NAVD88 (GEOID09).

Task Deliverable: Data points, field notes and AutoCad 2010 drawing

Task 5 – Refine Stage 0 Alternatives

All reasonable build alternatives considered for the proposed action and the no-build alternative shall be discussed in the environmental document. The three build alternatives that were identified in the Stage 0 Feasibility Study will be further evaluated in this task. If any alternative is dismissed, the reason for the dismissal shall be discussed in the EA. The Consultant will prepare new conceptual geometry and right-of-way for the alternatives at a scale of 1" = 100'. The RPC will provide recent aerial photography for use in this analysis. The Consultant will work with RPC, LADOTD and St Charles Parish in the review and refinement of the Stage 0 alternatives.

Task Deliverable: Conceptual layout of the study alternatives and presentation graphics

Task 6 – Establish Design Criteria

The Consultant will identify design criteria for use on the project based on the information contained in the Stage 0 Feasibility Study and as updated as part of the above task. Any other design criteria for the project will be defined during the kick-off meeting with RPC and LADOTD, including roadway geometry, bridge criteria, 100-year flood plain requirements, and traffic engineering capacity thresholds. The geometry for the build alternatives shall meet LADOTD's latest Safety and Design policies, including the *Roadway Design Procedure and Details Manual*.

Task Deliverable: Draft and final versions of project design criteria

Task 7 – Prepare Typical Sections

Based on the design criteria established in the above task, the Consultant will prepare roadway

typical sections for the build alternatives. Typical sections will be developed for use in public meetings in a graphical format that is easily understood by the general public.

Task Deliverable: Draft and final versions of the roadway and bridge typical sections

Task 8 – Line and Grade

Conceptual line and grade drawings will be developed for the various build alternatives. This includes refining the horizontal and vertical geometry and required rights-of-way for LA 52 widening and any upstream or downstream intersections. Upon final approval of the refined layouts by RPC and LADOTD, the drawing files (geometry and right-of-way) will be converted to shp files for use in project GIS mapping and dxf files for use in traffic noise analyses.

Task Deliverable: Line and grade drawings with topographic, right-of-way, utilities and hydraulic features

Task 9 – Drainage

The various build alternatives need to be evaluated for their impacts on drainage and incorporate drainage features into the road design that are commensurate with the Parish's Master Drainage Plan. Major drainage features will be described and estimated pipe sizes, as appropriate, will be determined for cost estimation purposes.

Task Deliverable: Drainage memorandum for each alternative with cost estimate

Task 10 - Mapping

RPC will provide recent aerial photography for use on the project. The Consultant will incorporate all preliminary data collected in the previous tasks and further develop the GIS database for mapping socio-economic, environmental, traffic, utilities, line and grade, and other relevant project information. Project mapping will include layouts of the build alternatives and estimated rights-of-way and environmental constraints. Local landmarks and major features will be labeled to assist the public in interpreting the exhibits. Large format presentation exhibits will be prepared for public meetings, while line and grade exhibits (plan/profile sheets) will be developed for the EA. LIDAR data will be obtained by the Consultant for use in developing vertical geometry for the build alternatives and for use in the traffic noise analysis.

Task Deliverable: Project mapping of conceptual build alternative layouts with existing conditions, environmental features, and constraints

Task 11 – Solicitation of Views

The consultant will select and submit proposed logical termini with the justification thereof to the LADOTD Environmental Section. Final decision will be made by the LADOTD Environmental Section and FHWA.

The consultant will prepare a solicitation of views packet describing the alternative alignments being studied in the EA. The packet shall contain, at a minimum, a preliminary project description and vicinity map. The packet will be sent to the LADOTD Environmental Section for review. Upon approval, the consultant will distribute the packet to everyone on the mailing list

developed cooperatively by St. Charles Parish, RPC, and the LADOTD Environmental Section.

All communications and coordination with other federal, state and local agencies will be closely coordinated with RPC, St. Charles Parish, and the LADOTD Environmental Section.

Task Deliverable: SOV packet, stakeholders emailing list, and summary SOV responses.

Task 12 - Public Informational Meeting

All arrangements for the Public Meeting, including location, time, preparation of notice, preparation of appropriate exhibits, preparation of the technical presentation, and handouts will be made by the consultant, subject to the RPC's and LADOTD's Environmental Section approval. The consultant will advertise the notice of the Public Meeting in the newspaper and inform the local officials and community leaders. The meeting will be conducted in an Open House format.

The Public Informational Meeting will be conducted by staff from the RPC, Parish, and the consultant. The consultant will have knowledgeable informed staff present at the Public Meeting to address the queries of the public, in regard to environmental, engineering and other project related issues. The consultant will tape and prepare a verbatim transcript of the Public Meeting. The consultant will be responsible for the distribution of the transcript. Fifty (50) copies of the transcript are needed for the distribution.

Task Deliverable: Public Meeting Preparation, Conduct and Meeting Transcript

Task 13 -Items to be Addressed in Environmental Document Preparation

The EA will be prepared in accordance with FHWA's Technical Advisory T 6640.8A for the preparation of environmental documents. Below is a list of the major topics included in the EA.

A) Summary of Mitigation and Permits

A summary of mitigation and permits shall be placed at the beginning of the EA. All potential permits and their requirements to implement the project will be identified. Any mitigation measure or enhancement committed to by Charles Parish or LADOTD District 02 will be listed in this summary.

B) Purpose and Need for Action

The purpose and need for the proposed action shall be discussed in the EA. A preliminary purpose and need statement was prepared for the Stage 0 Feasibility Study and will be revised and built upon for inclusion in the EA. It will identify the problems that the proposed action is intended to correct, including the no-build alternative.

C) Alternatives

All reasonable alternatives considered shall be discussed in the EA, including alternatives introduced through the public process. If any alternative is dismissed at an early stage, the reasons for dismissal shall be discussed in the EA. The alternatives shall address the

purpose and need of the project. These alternatives, including the no build alternative, will be described and analyzed in the EA. The estimated costs associated with each alternative will be documented in the EA. Summary tables will be prepared to compare impacts of the build and no-build alternatives.

D) Impacts

Analysis of each alternative, including the no-build will be made. Items to consider include, but are not limited to, traffic patterns, permits, land use, community/social, economic, historic, cultural, recreational, archaeological, noise, air, wetlands, floodplains, farmland, and endangered or threatened species and/or their habitat. Information will be based on GIS-based and field data developed as part of this effort. Previous and on-going studies obtained through secondary sources, directly in the field, or through meetings and discussions with public agencies, the public, organizations, individuals and elected officials may also be used. Some of these items may require the production of a separate document in addition to the analysis in the EA. Potential mitigation measures designed to reduce or alleviate impacts will be discussed in the document.

E) Wetlands

The Consultant will conduct a wetland delineation in accordance with guidelines found in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coast Plain Region* (United States Army Corps of Engineers, Wetland Regulatory Assistance Program, 2010) for the preferred alternative. Subsequent to the wetland delineation, The Consultant will prepare a wetland data report using the latest FHWA criteria, for submittal to the U.S. Army Corps of Engineers, New Orleans District. Prior to conducting the site visit, the Consultant will review in house data including, but limited to infrared photography, National Wetlands Inventory (NWI) maps, quadrangle maps, and soil maps. Acreage of wetlands impacted and their value will be calculated and exhibits suitable for reproduction indicating the limits of wetlands in the area affected by the project and the areas to be impacted will be made. All paperwork necessary for the permit application will be prepared by the Consultant for the LADOTD's use in obtaining the necessary permits. Photographs of each soil sample with the appropriate Munsell soil chart in the same photograph will be included in the wetland data report. Each wetland area will be located on a quadrangle sheet as well as a site plan with the station numbers depicted. Five (5) copies of the draft and final wetland data report will be produced and made available for distribution.

F) Environmental Site Assessment

If right-of-way is required for the preferred alternative, the Consultant shall perform a Phase I Environmental Site Assessment on the site in accordance with the recommendations and requirements of the United States Environmental Protection Agency (USEPA) in the American Society for Testing and Materials (ASTM) Standard practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM E1527-05 and the All Appropriate Inquiry (AAI) Standard (40CFR§312) and will include a review and summary of the following:

- (1) State and federal regulatory agency databases that house environmental information relative to discerning the presence or absence of recognized environmental conditions
- (2) Historical aerial photography

- (3) Soil and land use information
- (4) Oil and gas well data
- (5) Water well data
- (6) U. S. Geological Survey 7.5 minute topographic maps
- (7) Historical topographic maps
- (8) City directory information (if available, of targeted properties based upon site reconnaissance, and regulatory agency databases)
- (9) Sanborn Maps (if available)

The Phase I ESA will also involve interviews with personnel associated with the subject property, and a field visit to the subject property to conduct a reconnaissance of the site and immediate adjoining properties with the purpose of identifying potential areas of environmental concern. The Consultant will not assume the "User's Responsibility" as set forth in Section 6 of the ASTM Standard, and 40 CFR §312.25, of engaging the services of a title company or title professional to review recorded land title records for environmental liens and activity/use limitations recorded against or relating to the property. Five (5) copies of the draft and final Phase I assessment shall be produced and made available for distribution.

G) Noise and Air Quality

The Consultant shall perform a traffic noise study using the current FHWA approved traffic noise model (TNM 2.5 or TNM 2.5) and LADOTD's current noise policy.

A discussion of the anticipated impact to project level and regional air quality is required. An Air Quality study for CO₂ may be prepared using CAL3QHC or MOBILE 6, or latest FHWA criterion. Five (5) copies of the draft and final Noise and Air Quality Study will be produced and made available for distribution.

H) Cultural Resources

Archaeology/Historic Properties

After initial coordination with the State Historic Preservation Officer, a Phase 1 Cultural Resources Survey may be required to determine the presence of National Register eligible archaeological sites, both historic and prehistoric, as well as any standing structures or other places or objects, including bridges that may be eligible for listing on the National Register. The survey will meet the current standards of the Louisiana Division of Archaeology. All research and documentation necessary to comply with Section 106 will be prepared by the consultant. All coordination with the SHPO's office will be through the LADOTD Environmental Section or with the express approval of the Environmental Section.

I) Socio-economic

The Consultant shall document and address impacts to land uses, community services, and socio-economic conditions for each alternative in the EA. The consultant will evaluate

whether the project has a disproportionate adverse impact on minority or low-income groups. The consultant will evaluate possible mitigation or enhancement measures to reduce or lessen adverse impacts, if any, on the community. To assist in the analyses, the Consultant will contact and coordinate with local officials and community leaders.

J) Relocations

Relocation impacts shall be confirmed via maps and field surveys. A Conceptual Stage Relocation Plan shall be prepared and submitted. Cost estimates for relocations, displacements, right-of-way, construction costs, etc. shall be included in the document.

K) Recreational sources (4(f) and 6(f))

All public recreational and public park land will be identified and delineated. Research, analysis, and documentation of compliance with Section 4(f) of the DOT Transportation Act will be done by the consultant. Use of Land and Water Conservation Act Funds will be identified by the consultant. If such funds are present, the consultant will prepare all documentation for coordination with the appropriate agencies.

L) Other

Other items that will be evaluated and coordinated with the appropriate agencies include but are not limited to threatened and endangered species, prime farmland, sole source aquifers, coastal zone, 100-year floodplain, and water wells within the project limits. Some of these items utilize standard forms; other coordination is by letter or permit application. Items of special or local interest should also be noted and evaluated within the context of the project.

Task 14 -Review of Draft Environmental Document

The document shall be written in accordance with FHWA's guidelines. The consultant will provide the RPC and St. Charles Parish with the appropriate number of copies of the document for their review. Ten (10) copies of the document will be provided to LADOTD's Environmental Section for their review, comments and distribution to FHWA. For each revision, an additional ten (10) documents will be required for LADOTD.

Task 15 -Environmental Assessment

The consultant shall distribute the document after it is approved for public distribution by FHWA. Usually fifty (50) copies of the EA are required for distribution. The consultant's name and logo shall not appear on the cover of the document. They can appear, however, on the inside cover sheet in a size not to exceed St. Charles Parish's, RPC's, LADOTD's, and FHWA's name and logo. The consultant will provide RPC, the Parish, and LADOTD an electronic copy in pdf format of the approved EA.

Task 16 - Public Hearing

After approval by the Department's Environmental Section and FHWA, the EA will be made available to the public, and a Public Hearing will be scheduled. All arrangements for the Public Hearing, including location, time, preparation of legal notice, preparation of appropriate exhibits, preparation of the technical presentation, and handouts will be made by the consultant, subject

to the RPC and LADOTD Environmental Section's approval. The consultant will advertise the notice of the Public Hearing in the newspaper and inform local officials and community leaders, as well as mail a notice to all those who attended the public meeting.

The Public Hearing will be conducted by staff from the RPC, Parish, or the consultant. The consultant will have knowledgeable informed staff present at the Public Hearing to address the queries of the public, in regard to environmental, engineering and other project related issues, before the Hearing, at the recess, and after the Hearing. The meeting will be conducted in an Open House format. The consultant will tape and prepare a verbatim transcript of the Public Hearing. Fifty (50) copies of the transcript will be distributed by the consultant.

Task 17 - Public Hearing & Environmental Document Comments

All comments received during the commenting period on the EA including those received at the Public Hearing will be addressed in the Final EA by the consultant. After approval by RPC and LADOTD's Environmental Section of the final document and issuance by FHWA of an anticipated FONSI, Fifty (50) copies of the final document will be distributed by the consultant. The consultant will provide RPC, the Parish, and LADOTD an electronic copy in pdf format of the approved EA and anticipated FONSI.

Task 18 - Miscellaneous

The distribution lists for the EA, transcripts, and anticipated FONSI must be approved by RPC and LADOTD's Environmental Engineer Administrator prior to the distribution of any of these documents.

The consultant shall notify the RPC, the Parish, and LADOTD District 02 when fieldwork begins and ends.

On all correspondence, the consultant will use all applicable state project numbers (i.e., engineering and construction), along with the project name, route number, city/parish, and federal aid project number.

The consultant will use RPC's standard form for invoicing.

If it is determined that the project has significant impacts and requires an Environmental Impact Statement (EIS), the EIS could be performed under this contract via a supplemental agreement.

Task 19 - Minimum Manpower Requirement for Environmental Work

1. The Principal or a responsible member of the consultant firm must have a minimum of three years of experience with the preparation of NEPA documents.
2. Ecological, archaeological and other environmental professionals are required for the performance of a major portion of this work.

3. The Principal or a responsible member of the consultant firm must have a minimum of three years of experience with noise and air analysis for highway projects.
4. The Principal Investigator for the archaeological work must meet the Archaeologist Qualifications as published in the Louisiana Register on April 20, 1994.

Task 20 - Timeframe

The work must be completed 12 months from issuance of Notice to Proceed.

Task 21 - Cost

The total budget for the project is \$206,500.

Chris Aghayan

From: Michael Stack [Michael.Stack@LA.GOV]
Sent: Wednesday, October 19, 2011 12:17 PM
To: Chris Aghayan
Cc: Chris Morvant; wbrooks; jroesel
Subject: RE: LA 52 Widening Feasibility Study (SPN 700-45-0115)

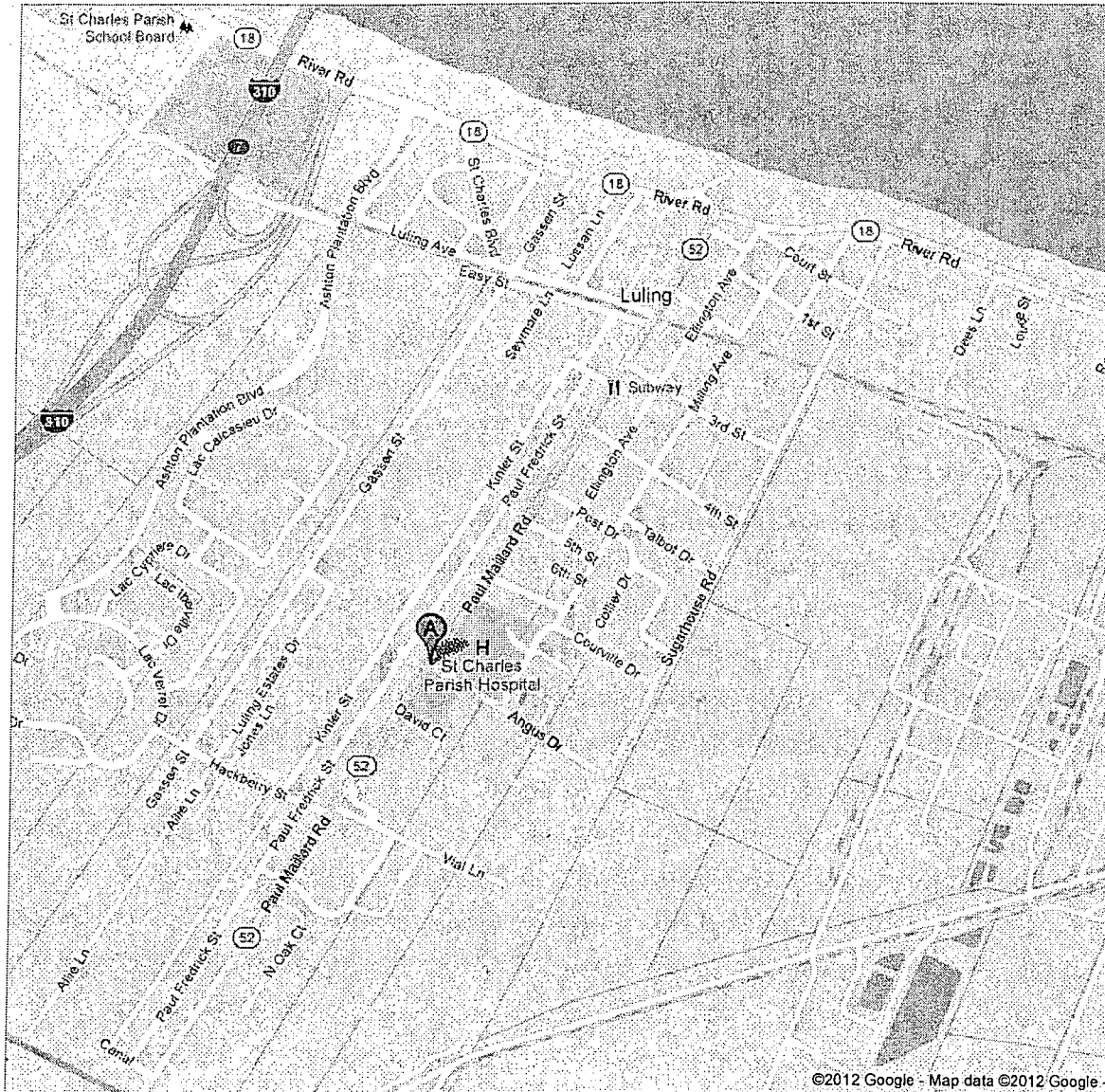
District 02 has reviewed the above captioned study and concur with its findings, recommend approval and advancement to Stage 1.

Michael Stack, P.E. & P.L.S.
La. DOTD District 02 (New Orleans/Houma) Engineer Administrator



Address Louisiana 52
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