



July 29, 2019

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

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

Dear Mr. Fauchaux,

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

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

Scope of Work

Task 1. Identify Alternatives and Perform Desktop Impact Analysis

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

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

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

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

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

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

Task 1 Fee: \$10,866.00

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

Task 2. Wetlands Delineation

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

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

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

To compile a wetlands determination, ELOS will:

1. Obtain, and photographically scale as appropriate, the U. S. Geological Survey Quadrangle Map of the area and clearly delineate the limits of the property thereon based on information provided by you, the Client.
2. Obtain, and photographically scale as appropriate, a DOQQ Infrared aerial photograph of the area to delineate the various vegetational intensities.
3. Obtain, and photographically scale as appropriate, LIDAR data of the area to delineate the elevation of the included lands.
4. Obtain, and photographically scale as appropriate, watershed and hydrologic unit data of the included lands.
5. Prepare a CAD drawing boundary survey of the property from preliminary, legible, 8 ½” x 11” AutoCAD plan drawings provided to us by the Client. (NOTE: Client provided site plan, cross section and profile view preferably in AutoCAD 2015 or later format, legibly scaled to fit 8 ½” x 11” paper and black and white reproducible.)
6. Use digitized information from the U. S. Department of Agriculture’s Soil Surveys to develop a composite computer-generated drawing of the area soils.
7. Identify and document the dominant plant species in each recognized plant community in each of the vegetational strata: tree, sapling, shrub, ground and vine. Assign the appropriate indicator status to each species using the “U. S. Fish and Wildlife National List of Plant Species That Occur in Wetlands, Region 2 the Southeast”.
8. Take soil samples to verify the accuracy or inaccuracy of the U.S. Department of Agriculture, Natural Resources Conservation Service’s published soils maps of the tract. This will include onsite texture and structure analysis, Munsell Soil Color analysis with photographic supporting documentation, and detailed observations to locate and document the presence or absence of hydric soil characteristics.
9. Observe and document photographically and/or in writing the presence or absence of hydrological indicators critical to the Corps in demonstrating the presence or absence of wetland hydrology.
10. Mark all aquatic resources to be included in the submittal documents in the field by appropriate flagging. Flags are required to be spaced so that each flag can be seen from the location of the adjacent ones. Each flag is required to be marked with a unique identifier mark detailing the wetland ID (e.g. A, B, C, etc.) and a flag number (e.g. 1, 2, 3, etc.) creating a flagging sequence (e.g. A-1, A-2, A-3, etc.).
11. Prepare a report presenting the field data collected in the form prescribed by the USACE in the Corps’ 1987 Wetland Delineation Manual (Wetlands Research Program Technical Report Y-87-1), the “Regional Supplement to the Corps of Engineers Wetland Delineation

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

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

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

Task 2 Fee: \$10,975.20

Task 3. Phase I Environmental Site Assessment

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

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

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

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

Completion of the Phase I ESA will include:

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

Limitations on Scope of Work

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

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

Task 3 Fee: 14,885.60

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

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

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

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

Task 4 Fee: \$30,229.40

Task 5. LPDES Stormwater Pollution Prevention Plan for Construction Phase

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

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

Task 5 Fee: \$9,827.00

Fee

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

Additional Services

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

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

Potential Additional Services (Future Tasks) could include:

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

Direct Expenses

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

- External commercial data base searches
- Photographs/Aerial photography
- Printing/Reproduction costs
- Overnight Mail
- Courier Service
- Outside Professional Services
- Overnight Accommodations
- ATV/Boat Rental
- Application Fees

Mileage reimbursement will be billed at the appropriate IRS Standard Mileage Rate.

ELOS will invoice monthly based on the percent progress of tasks completed and/or hourly rates as specified above with expressed authorization by the Client. All invoices are due upon receipt.

Unpaid invoices in arrears for more than 30-days may be assessed an additional 1.5 percent for each month that the invoice remains unpaid, not to exceed 18 percent annually. Failure to keep accounts current after 45 days will result in suspension of the Services by ELOS, until such time as the account is brought up to date. If for any reason the account is turned over to an attorney for collection, attorney fees will be added to cover the collection cost.

Services Not Included

Fees stated herein are specifically for the services described for your project. Our fees do not include obtaining permits or payment of application or processing fees, which include but are not limited to DNR's application and permit and mitigation processing fees, DEQ's Water Quality Certification fee and the USACE's permit processing fee. This proposal does not include obtaining access permissions from landowners; modification of the proposed permit or delineation drawings based on changes to the project design at the request of the Client or agency after submittal of the initial design criteria to ELOS; Phase I environmental site assessment; cost associated with satisfaction of mitigation requirements; other environmental services; geotechnical investigations; serving as an expert witness in connection with court proceedings; cutting any necessary transects through the site; meetings or site visits with governing agencies; supplying, editing and/or modifying information that is not in the appropriate format scale, accuracy, etc. to satisfy governing agencies; generation of storm water pollution prevention plans; submittal of Notices of Intent for and obtaining LPDES permits from DEQ; submittal of applications for and obtaining Special Use Permits, such as Scenic River Permits, from the Louisiana Department of Wildlife and Fisheries; drainage analysis; needs or alternative analysis; submittal of applications for an obtaining right-of-way agreements or permits from the Louisiana State Land Office; and submittal of applications for and obtaining levee board permits. These additional services can be performed upon your request at our standard hourly rates.

Request for Expedited Services

Requests for expedited services that require after-hours or weekend work will be invoiced at our appropriate standard hourly rate plus 50 percent.

Insurance

In the event that the Client requires additional insurance beyond that currently carried by ELOS, ELOS will use its best efforts to obtain the desired coverage; provided, the Client shall pay any additional costs and premiums associated with obtaining this additional coverage. The certificates shall specify the dates when such insurance expires and shall further provide that the Client shall be given not less than thirty (30) days written notice before cancellation or any material change in such insurance.

Scope of Representation

Client's engagement for the services of ELOS does not preclude the engagement of ELOS by other clients on other areas within the same or related matter.

The professional services to be provided for the Services are being performed solely for the benefit of the client and in no way benefit is meant to be conferred upon any person, party, or entity not a

party to this agreement, and no person, party or entity shall rely on ELOS or upon any employees of ELOS or upon any employees of ELOS performance of the services rendered to client.

In addition, no claims against ELOS shall accrue to any Contractors, Subcontractors, Consultant, Engineer, Architect, Supplier, Fabricator, Manufacturer, Surety, Financier, or to any third person, party, or entity as a result of this agreement or as a result of the performance of the Services.

Termination and Enforcement

ELOS will endeavor to represent you promptly and efficiently according to the highest standards. Client has the right to terminate our services at any time upon written notice to ELOS. Client will remain responsible for payment for all Services rendered prior to the date of receipt of notice of termination.

ELOS has the right to terminate the Services at any time to Client upon written notice. In such event, Client will be liable for a payment of Services rendered.

In the event it is necessary for any party in this agreement to initiate a lawsuit or any other legal proceeding to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees plus interest at the legal rate on the amount of damages incurred.

Entire Agreement

This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Allocation of Risk

Client agrees that ELOS's services will not subject ELOS's individual employees, officers, or directors to any personal liability and that, notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against ELOS.

Statements made in ELOS's reports are opinions based upon best professional judgment and are not to be construed as representations of fact or a warranty of any particular result. Should ELOS or any of its employees be found liable in the performance of the services Client agrees that the maximum aggregate amount of liability of ELOS shall be limited to the total amount of the fee paid to ELOS for the Services.

No claim or action, whether in tort, contract, or otherwise, arising from or related to ELOS's work may be brought against ELOS more than two (2) years after the performance of the Services. Please note that this proposal is effective for thirty (30) days from the date of this letter. After that time, it is subject to re-evaluation.

Authorization

If this Proposal is acceptable please signify by signing and returning it to our office. We appreciate the opportunity to submit this proposal and look forward to a successful relationship on your most interesting project.

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

Very truly yours,

ELOS Environmental, LLC

A handwritten signature in black ink, appearing to read "Jay Prather". The signature is fluid and cursive, written over a blank space.

James "Jay" Prather, III

Vice President/Environmental Scientist

AGREED AND ACCEPTED:

Signature: _____

Printed/Typed Name: _____

Date: _____