



St. Charles Parish

Supplemental Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Parish Council

Council Chairman Dick Gibbs

Councilmembers Wendy Benedetto, Holly Fonseca,

La Sandra Darensbourg Gordon, Mary K. Clulee, Nicky Dufrene,

Marilyn B. Bellock, Bob Fisher, Julia Fisher-Perrier

Monday, June 15, 2020

6:00 PM

Council Chambers, Courthouse

Final

The St. Charles Parish Council meeting will begin at 6:00 pm June 15, 2020. As of June 5, 2020, St. Charles Parish entered phase two of re-opening, for detailed information please visit <https://www.stcharlesparish-la.gov/Home/Components/News/News/13172/26> on the St. Charles Parish website.

The meeting may also be viewed live on Cox Cable Channel 6, AT&T U-Verse Channel 99, or <https://www.stcharlesparish-la.gov/interact/scp-tv>.

Public comments will be accepted until 4:00 pm the day of the meeting by:

- Email: scpcouncil@stcharlesgov.net
- Ecomment: <https://stcharlesgov.granicusideas.com/meetings> (available after 4:00 pm on Thursday, June 11, 2020)

(These comments as well as your name and address will be read aloud during the Council meeting.)

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, July 6, 2020, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 2020-0176

An ordinance to amend the 2020 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues including transfers totaling \$29,350,819 and accumulated fund balance of \$50,595,085 and expenditures, including transfers, totaling \$80,929,422 for the Roads and Drainage Fund - Fund 112, Parish Transportation Fund 102, Flood Protection Fund 123, and Capital Projects Fund 310 (West Bank Hurricane Protection Levee) for construction, architectural/engineering, and other fees unexpended in 2019 for various parish projects that were not completed during 2019.

Sponsors:

Mr. Jewell and Department of Finance

- S* 3** 2020-0177 An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P080502-22A, Engineer's Canal Pump Station Improvements, to balance the contract quantities with actual quantities resulting in a decrease of \$77,010.00 in Contract Price and an increase in the Contract Time by 90 days.

Sponsors: Mr. Jewell and Department of Public Works

- S* 7** 2020-0178 An ordinance to enact a MORATORIUM on the approval of major subdivisions (more than five lots) until lifted for any community, as defined by Ordinance No. 00-9-11, upon completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council or eighteen (18) months, whichever occurs first.

Sponsors: Mr. Jewell and Department of Public Works

- S* 8** 2020-0182 An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 6 Buildings and Building Regulations, Article II, Section 6-14 Permit Application to establish a process for analyzing the impact of traffic generated by new development by adding part (n) Traffic Impact Analysis.

Sponsors: Mr. Jewell and Department of Planning & Zoning

- S* 19** 2020-0183 An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision procedure, C. Minor Resubdivisions, 2. Reserved and Section II. Subdivision procedure to establish a process for analyzing the impact of traffic generated by new development at paragraph E. Preliminary Plat 3. Preliminary Plat/Additional Submission Requirements.

Sponsors: Mr. Jewell and Department of Planning & Zoning

- S* 20** 2020-0179 An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way Contract on behalf of St. Charles Parish as Grantor, in favor of Phillips 66 Alliance H2PL LLC as Grantee, across one tract of land located in Section 64, Township 13 South, Range 21 East, and one tract of land located in Section 25, Township 13 South, Range 21 East.

Sponsors: Mr. Jewell

- S* 32** 2020-0180 An ordinance to approve and authorize the execution of an engineering services agreement with T. Baker Smith LLC for providing all necessary services for the 2020 West Bank Master Drainage Plan (MDP), Project No. P200602.

Sponsors: Mr. Jewell and Department of Public Works

S* 54 2020-0181

An ordinance to approve and authorize the execution of an engineering services agreement with Principal Engineering, Inc. for providing all necessary services for the 2020 East Bank Master Drainage Plan (MDP), Project No. P200601.

Sponsors:

Mr. Jewell and Department of Public Works

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2020-0176
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. _____

An ordinance to amend the 2020 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues including transfers totaling \$29,350,819 and accumulated fund balance of \$50,595,085 and expenditures, including transfers, totaling \$80,929,422 for the Roads and Drainage Fund – Fund 112, Parish Transportation Fund 102, Flood Protection Fund 123, and Capital Projects Fund 310 (West Bank Hurricane Protection Levee) for construction, architectural/engineering, and other fees unexpended in 2019 for various parish projects that were not completed during 2019.

WHEREAS, the 2020 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 4, 2019 by Ordinance No.19-11-3; and amended January 15, 2020 by Executive Order No. 2020-01; February 6, 2020 by Executive Order No. 2020-02; March 5, 2020 by Executive Order 2020-03; May 15, 2020 by Executive Order 2020-04; May 19, 2020 by Executive Order No. 2020-05; May 29, 2020 by Executive Order No. 2020-06; and,

WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 1 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2020 to add from the 2019 Unexpended Fund Balance, including grant revenues totaling \$28,906,675, for construction, architectural/engineering and other fees for: Fund 112 – Roads and Drainage – Drainage, Account No. 112-420260, in the amount of \$19,326,850; Fund 112 – Roads and Drainage – Paved Streets, Account No.112-420210 in the amount of \$4,459,515; Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$4,918,863, Fund 102 Parish Transportation in the amount of \$140,000; Fund 123 – Flood Protection Fund – grant revenues totaling \$9,855,783, General Fund transfers totaling \$15,546,329, and capital expenditures of \$23,370,634, including \$1,185,000 for architectural and engineering fees; and Fund 310 – West Bank Hurricane Protection Levee for capital expenditures totaling \$13,167,266, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2020 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

And the ordinance was declared adopted this _____ day of _____, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

ST. CHARLES PARISH
GOVERNMENTAL FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2020

Description	2018		2019				2020			
	Prior Year Actual		Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
REVENUES:										
Taxes:										
Ad Valorem taxes	\$ 25,827,462		\$ 26,077,500	\$ 26,077,500	\$ 28,026,504	\$ 48,091	\$ 28,074,595	7.66%	\$ 28,750,000	2.41%
Sales taxes	34,770,819		34,547,975	34,547,975	13,841,474	20,689,435	34,530,909	-0.05%	34,564,888	0.10%
Other taxes	1,616,681		1,548,000	1,548,000	204,535	1,381,765	1,586,300	2.47%	1,545,000	-2.60%
Licenses and permits	1,364,941		1,303,650	1,303,650	1,210,869	116,881	1,327,750	1.85%	1,323,100	-0.35%
Intergovernmental revenues	14,291,174		10,991,826	25,625,984	4,289,631	7,093,212	11,382,843	-55.58%	23,829,844	109.35%
Fees, charges, and commissions	1,190,575		1,119,150	1,119,150	619,617	572,364	1,191,981	6.51%	1,163,350	-2.40%
Fines and forfeitures	1,043,940		1,022,300	1,022,300	435,203	519,005	954,208	-6.66%	1,002,500	5.06%
Investment earnings	1,996,261		1,623,540	1,623,540	1,152,435	1,324,781	2,477,216	52.58%	1,912,280	-22.81%
Miscellaneous	1,109,374		1,074,905	1,074,905	114,641	745,667	860,308	-19.96%	762,808	-11.33%
Total Revenues	83,211,227		79,308,846	93,943,004	49,894,909	32,491,201	82,386,110		94,853,770	
EXPENDITURES:										
Personal Services	30,760,435		34,462,193	34,462,193	14,580,218	18,013,765	32,593,983	-5.42%	37,895,382	16.26%
Operating Services	11,318,270		15,460,405	15,456,755	4,963,901	10,265,371	15,229,272	-1.47%	14,407,845	-5.39%
Materials & Supplies	4,555,725		5,589,560	5,594,560	2,144,905	3,466,923	5,611,828	0.31%	5,785,548	3.10%
Other Charges	117,930		846,399	846,399	245,806	639,066	884,872	4.55%	847,675	-4.20%
Debt Service	2,576,539		2,675,089	2,675,089	2,322,824	958,951	3,281,775	22.68%	1,486,342	-54.71%
Capital Outlay	20,402,391		35,779,000	95,517,624	9,109,282	16,215,562	25,324,844	-73.49%	96,950,125	282.83%
Intergovernmental	3,866,977		10,335,727	10,276,465	2,084,212	8,136,627	10,220,839	-0.54%	5,782,913	-43.42%
Total Expenditures	73,598,267		105,148,373	164,829,085	35,451,148	57,696,265	93,147,413		163,155,830	
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES										
	9,612,960		(25,839,527)	(70,886,081)	14,443,761	(25,205,064)	(10,761,303)		(68,302,060)	
OTHER FINANCING SOURCES (USES):										
Transfer in	2,240,700		6,021,266	21,567,595	1,300,632	2,832,684	4,133,316	-80.84%	28,048,714	578.60%
Transfer out	(3,424,191)		(7,501,516)	(23,047,845)	(2,610,632)	(2,910,013)	(5,520,645)	-76.05%	(30,486,914)	452.23%
Proceeds from the sale of assets	75,264		26,000	26,000	5,423	-	5,423	-79.14%	28,000	416.32%
Bond Proceeds	-		-	-	-	540,000	540,000	0.00%	-	0.00%
Compensation for loss/damaged assets	861		-	-	-	88,800	88,800	0.00%	-	0.00%
Total Other Financing Sources	(1,107,366)		(1,454,250)	(1,454,250)	(1,304,577)	551,471	(753,106)		(2,410,200)	
Net change in Fund Balance	8,505,594		(27,293,777)	(72,340,331)	13,139,184	(24,653,593)	(11,514,409)		(70,712,260)	
Fund Balance - Beginning	102,741,668		62,022,755	103,479,228			111,247,262		99,732,853	
Fund Balance - Ending	\$ 111,247,262		\$ 34,728,978	\$ 31,138,897			\$ 99,732,853		\$ 29,020,593	

2020-0177

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P080502-22A, Engineer’s Canal Pump Station Improvements, to balance the contract quantities with actual quantities resulting in a decrease of \$77,010.00 in Contract Price and an increase in the Contract Time by 90 days.

WHEREAS, St. Charles Parish awarded a Contract to Sealevel Construction, Inc. with a Contract Price of \$1,014,305.00 and a Contract Time of 240 days; and,

WHEREAS, the Contract is substantially complete; and,

WHEREAS, it is necessary to amend the Contract resulting in a decrease in the Contract Price by \$77,010.00 and an increase in the Contract Time by 90 days as shown on the attached Change Order form.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for Parish Project No. P080502-22A, Engineer’s Canal Pump Station Improvements, to decrease the Contract Price by \$77,010.00 and increase the Contract Time by 90 days is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00806**CHANGE ORDER**No. One (1) - FINALDATE OF ISSUANCE May 6, 2020EFFECTIVE DATE May 6, 2020OWNER St. Charles Parish GovernmentCONTRACTOR Sealevel Construction, IncContract: P080502-22AProject: Engineers Canal Pump Station ImprovementsOWNER's Contract No. P080502-22A ENGINEER's Contract No. 2008-810ENGINEER Evans-Graves Engineers, Inc.

You are directed to make the following changes in the Contract Documents:

Description: *See attached example on how to fill in this information*1. Delete the Following Work Items:

a. (none)

Total of Deducted Items = (0.00)

2. Add the Following Work Items:

a. (none)

Total of Added Items = (0.00)

3. Revise the Following Work Item Quantities:

a. Contract Item #5: Sod

The quantity is to be changed to 0 Square Yards (-\$13,650.00)

b. Contract Item #7: Required 4" Concrete Slab with Welded Wire Fabric

The quantity is to be changed to 8 Square Yards (-\$3,360.00)

c. Contract Item #12: Relocation of Infrastructure

The quantity is to be changed to 0 (-\$60,000.00)

Total of Change in Work Items Quantity = (-\$77,010.00)

Reason for Change Order: Final quantity balances.

1. Deleted Work Items

a. N/A.

2. Add Work Items

a. N/A.

3. Revise Work Item Quantities

a. The Contactor was able to install the discharge piping without disturbing the existing grass, and so the Bid Item for Sod was not needed.

b. There was fewer square yardage of slab to be installed during the contract work than estimated in the bid documents.

c. No infrastructure items to be relocated were encountered during the contract work.

Attachments: (1) Tabulation of Project Quantities, dated April 9, 2020.

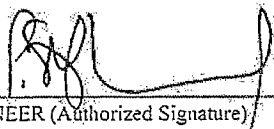
CHANGE IN CONTRACT PRICE:
Original Contract Price S <u>1,014,305.00</u>
Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> : S <u>0.00</u>
Contract Price prior to this Change Order: S <u>1,014,305.00</u>
Net increase (decrease) of this Change Order: S <u>(-)77,010.00</u>
Contract Price with all approved Change Orders: S <u>937,295.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: 240 calendar days Substantial Completion: <u>December 11, 2019</u> Ready for final payment: <u>January 25, 2020</u> (days or dates)
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> N/A Ready for final payment: <u> </u> N/A (days)
Contract Times prior to this Change Order: 240 calendar days Substantial Completion: <u> </u> December 11, 2019 Ready for final payment: <u> </u> January 25, 2020 (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u> </u> add 90 calendar days Ready for final payment: <u> </u> add 90 calendar days (days)
Contract Times with all approved Change Orders: 330 cal days Substantial Completion: <u> </u> March 10, 2020 Ready for final payment: <u> </u> April 24, 2020 (days or dates)

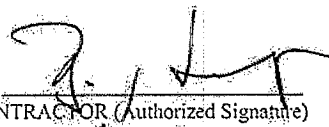
RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: 
CONTRACTOR (Authorized Signature)

Date: 5/6/2020

Date: _____

Date: 5/6/2020



PROJECT TITLE: ENGINEERS CANAL PUMP STATION IMPROVEMENTS

PROJECT NO: P080502-22A



TABULATION OF FINAL PROJECT QUANTITIES

APRIL 9, 2020

ITEM	DESCRIPTION	QTY	UNIT	BID OF SEALEVEL CONSTRUCTION, INC.		CHANGE ORDER NO. 1		FINAL PROJECT QUANTITIES INCL. CHANGE ORDER NO. 1	
				UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 70,100.00	\$70,100.00		\$0.00	1	\$70,100.00
2	EXCAVATION	13	CY	\$ 10.00	\$130.00		\$0.00	13	\$130.00
3	REMOVE AND REPLACE 6" CONCRETE CURB	8	LF	\$ 300.00	\$2,400.00		\$0.00	8	\$2,400.00
4	COMPACTED CLAY FILL	5	CY	\$ 25.00	\$125.00		\$0.00	5	\$125.00
5	SOD	650	SY	\$ 21.00	\$13,650.00	-650	-\$13,650.00	0	\$0.00
6	LIMESTONE SURFACING (7" THICK) REQUIRED 4" CONCRETE SLAB WITH WELDED WIRE	6	SY	\$ 36.00	\$216.00		\$0.00	6	\$216.00
7	FABRIC REMOVE AND REPLACE REINFORCED CONCRETE LEVEE	24	SY	\$ 210.00	\$5,040.00	-16	-\$3,360.00	8	\$1,680.00
8	BOX AND CONCRETE REMOVE EXISTING SLAB AND FURNISH NEW REINFORCED	2	CY	\$ 14,500.00	\$29,000.00		\$0.00	2	\$29,000.00
9	CONCRETE PIPE ANCHOR, STEEL PIPE BAND, STEEL ANCHOR WITH ANCHOR BOLTS, AND STEEL SHOE FURNISH AND INSTALL NEW 26" I.D. STEEL DISCHARGE PIPE, INCLUDING SADDLES, PIPE BANDS, AND SIPHON BREAK	15	EACH	\$ 1,700.00	\$25,500.00		\$0.00	15	\$25,500.00
10	FURNISH AND INSTALL NEW 26" STORM WATER PUMP AND MOTOR, INCLUDING CONTROL PANEL AND ASSOC. MECHANICAL WORK REQUIRED FOR A FULLY FUNCTIONAL PUMPING SYSTEM	286	LF	\$ 390.00	\$111,540.00		\$0.00	286	\$111,540.00
11	REMOVE EXISTING GENERATOR, FURNISH AND INSTALL NEW 750kw DIESEL GENERATOR SET, WITH DAY TANK	1	LS	\$ 250,000.00	\$250,000.00		\$0.00	1	\$250,000.00
12	REMOVE EXISTING ATS, FURNISH AND INSTALL NEW 1000-A ATS	1	LS	\$ 280,000.00	\$280,000.00		\$0.00	1	\$280,000.00
13	FURNISH AND INSTALL NEW REDUCED-VOLTAGE STARTERS FOR 200-HP MOTORS	1	LS	\$ 6,600.00	\$6,600.00		\$0.00	1	\$6,600.00
14	MISC. ELECTRICAL (REWIRING NEW EQUIPMENT, LEVELS/CONTROLS INTEGRATION, INCREASING THE SIZE OF THE POWER DISTRIBUTION PANEL DOWNSTREAM OF THE ATS, REPLACING CT CABINETS WITH INCREASED SIZE, AND ALL ELECTRICAL WORK REQUIRED FOR A FULLY FUNCTIONAL SYSTEM)	1	LS	\$ 11,800.00	\$11,800.00		\$0.00	1	\$11,800.00
15	REMOVE AND REPLACE CHAIN LINK FENCE	1	LS	\$ 118,300.00	\$118,300.00		\$0.00	1	\$118,300.00
16	PUMP STATION STRUCTURAL WORK AND PUMP DIVIDER WALL	26	LF	\$ 54.00	\$1,404.00		\$0.00	26	\$1,404.00
17	RELOCATION OF INFRASTRUCTURE	1	LS	\$ 28,500.00	\$28,500.00		\$0.00	1	\$28,500.00
18		1	ALLOW	\$ 60,000.00	\$60,000.00	-1	-\$60,000.00	0	\$0.00
TOTAL BASE BID					\$1,014,305.00		-\$77,010.00		\$937,295.00

2020-0178

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to enact a MORATORIUM on the approval of major subdivisions (more than five lots) until lifted for any community, as defined by Ordinance No. 00-9-11, upon completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council or eighteen (18) months, whichever occurs first.

WHEREAS, the further development of major subdivisions has the potential to have detrimental impacts on the public health, welfare, safety, well-being, and property interest of residents from the potential hazards of adverse effects of sewer, drainage, and other infrastructure issues; and,

WHEREAS, St. Charles Parish values orderly growth and is making investments to protect the community interest of both current and future residents; and,

WHEREAS, in order to protect and preserve the health, welfare, safety, well-being, and property interest of residents in St. Charles Parish it is necessary to impose a Moratorium on the development of major subdivisions to allow for the comprehensive study of sewer and drainage infrastructure to assure that new development is safe, adequate, and orderly; and,

WHEREAS, St. Charles Parish should be doing as much as possible to protect the homes and properties of its residents, and the parish has an obligation to ensure that new developments do not adversely affect current residents and their properties; and,

WHEREAS, this Moratorium only applies to major subdivisions (more than five lots) as defined by Ordinance No. 00-9-11, and does not apply to commercial and industrial developments.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby imposed a Moratorium on the approval of major subdivisions as defined by the Subdivision Ordinance.

SECTION II. That this Moratorium shall apply to any major subdivisions, which have not received preliminary plat approval from the St. Charles Parish Planning & Zoning Commission prior to the adoption of this ordinance.

SECTION III. That the Moratorium may be lifted for any community, as defined by Ordinance No. 00-9-11, upon completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council and that resolution specifically states why the community is being exempted.

SECTION IV. That the Moratorium hereby imposed shall be in effect until completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council or eighteen (18) months, whichever occurs first.

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

And the ordinance was declared adopted this _____ day of _____, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2020-0182

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 6 Buildings and Building Regulations, Article II, Section 6-14 Permit Application to establish a process for analyzing the impact of traffic generated by new development by adding part (n) Traffic Impact Analysis.

WHEREAS, the permitting process is routine, orderly, and intended to ensure safe, adequate, and proper construction practices; and,

WHEREAS, these requirements are necessary for understanding the impact of new development on existing infrastructure; and,

WHEREAS, the St. Charles Parish Council wishes to ensure that quality of life remains high and that the transportation network remains safe.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 6 Buildings and Building Regulations, Article II, Section 6-14 Permit Application, is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Sec. 6-14. - Permit application.

To obtain a permit, the applicant shall first file an application on a form furnished by the department of planning and zoning for that purpose. Such application shall contain, at minimum the following information:

- (a) Property owners' contact information;
- (b) Applicant's contact information;
- (c) Contractor's contact information;
- (d) Municipal address of the site (an address will be assigned by the department of planning and zoning when not otherwise available);
- (e) Deed or Act of Sale of the site;
- (f) Survey of the site;
- (g) Site plan including all proposed dimensions, elevation, setbacks, parking, loading, and landscaping where required;
- (h) Two (2) complete sets of printed construction plans as well as an electronic format if available. Plans must detail at least the following information: (1) Intended occupancy; (2) Square footage; (3) Type of construction; (4) All necessary details; (5) Plans for any proposed foundation, structural, concrete or masonry, electrical, mechanical, plumbing, natural gas, liquefied gas, or other fuel gas work.
- (i) The design wind speed and high wind design standard criteria on which the design was based must be stated on the drawings. Certification, under penalty of perjury, that the construction documents are in compliance with the prescribed Louisiana State Uniform Construction Code.
- (j) When required by the building official a certified stamped set of construction plans by a licensed registered Louisiana professional civil engineer and/or licensed architect shall be furnished;
- (k) Anticipated completion of construction.
- (l) Debris shall be contained in an approved container during construction or hauled off daily. A copy of the agreement with provider of service to contain or remove and haul off all construction debris, garbage, trash, etc., generated during construction to a state permitted disposal site must be included. For minor residential permits, the planning department may accept an alternative form of debris removal. Failure to contain or haul off debris in accordance with agreement by any person or commercial vendor shall be convicted of a misdemeanor and violators upon conviction will incur penalties as defined in R.S. 14:100.1, penalty fine of not more than five hundred dollars (\$500.00) and/or imprisoned for not more than six (6) months, or restitution of costs incurred by the department of public works as determined by the court for each offense.
- (m) When required by the MS4 administrator, a stormwater pollution prevention plan, including all required documentation, shall be submitted in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control, section 25-51.

(n) Traffic Impact Analysis. A Traffic Impact Analysis (TIA) is required for all new commercial, industrial, townhome, apartment, and multiplex construction. The TIA, including all required documentation, shall be submitted in accordance with the Parish's currently adopted Traffic Impact Analysis Policy (File No. 2020-0182).

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

And the ordinance was declared adopted this _____ day of _____, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ST CHARLES PARISH

Traffic Impact Analysis (TIA) POLICY

This policy establishes requirements for studies that provide information on traffic projected to be generated by all proposed developments. The purpose and intent of these requirements is to protect the health, safety, and welfare of the citizens and visitors of St Charles Parish (hereinafter "The PARISH") by ensuring the provision of safe and adequate transportation facilities. The objective of the policy is to establish requirements for the identification of potential traffic impacts, operational and/or safety, of proposed developments and potential mitigation where required. Traffic Impact Policies are a standard method utilized by all levels of government to address the contribution to traffic congestion by new or expanded development. A list of references utilized to develop this policy based on best practices is attached.

The landowner, developer and/or engineering representative (hereinafter "The APPLICANT") must provide an engineering study to document the anticipated impact of the proposed development on the existing transportation network. All information and analysis submitted by the APPLICANT must follow the requirements and methods outlined in this policy.

Developments seeking access to state roadways where a review of a traffic impact study is performed by the Louisiana Department of Transportation and Development (hereinafter "The LADOTD") are not exempt from the requirements in this policy.

Procedures

The PARISH Department of Planning and Zoning (hereinafter "the DPZ") should be contacted prior to all new development applications, Plat Plan and Building Permit Applications, to arrange for a Pre-Application Meeting. At this meeting, a representative of the Department of Public Works (hereinafter "the DPW") will determine the level of traffic impact analysis required. This policy does not apply to an individual requesting a single family or two-family residential access.

If required, the APPLICANT shall submit a Traffic Scoping Information Form and the required supporting documentation to the DPZ two weeks (14 days) prior to the Pre-Application Meeting. The scope of the traffic impact study, required format, and required supporting documentation will be determined by the DPW Representative at the Pre-Application Meeting. A subsequent Traffic Scoping Meeting may be scheduled with the DPW Representative if more specific information or analysis are required.

In instances where the APPLICANT is requesting access to a state roadway and/or where a traffic impact study is required by the LADOTD Traffic Impact Policy, the PARISH process should be initiated first. LADOTD should not be contacted until after the PARISH Pre-Application/Traffic Scoping Meeting unless the PARISH requests LADOTD attend. When the LADOTD process is initiated separately, the APPLICANT shall inform and invite the designated PARISH representative to LADOTD traffic impact meetings and copy him/her on subsequent correspondence. If the designated PARISH representative is not available or elects not to attend any meetings with LADOTD regarding traffic impacts /access connections, the APPLICANT shall provide him/her minutes of the meeting(s).

The APPLICANT shall be solely responsible for the cost of preparation of any required Traffic Impact Studies. The APPLICANT should provide the required stamped and signed TIA and supporting data to the DPW, or their designee, for review and approval. Review fees will be assessed in accordance with the St Charles Parish Fee schedule. The DPW, or their designee, shall provide a TIA Approval Letter to the APPLICANT that clearly outlines any required mitigation.

The TIA Approval Letter shall be included in the packet provided to the commissioners for projects requiring approval by the Planning Commission.

When required by the DPW, the TIA Approval Letter shall be submitted with the Permit Application for projects requiring a building permit. A building permit will not be issued unless the APPLICANT receives a TIA Approval Letter.

Required mitigation measures, if any, shall be in place prior to issuance of a Certificate of Occupancy.

Traffic Scoping Meeting

The APPLICANT shall submit a Traffic Scoping Information Form to the DPW prior to the Pre-Application Meeting. At this meeting, the DPW, or their designee, shall discuss and develop the following Traffic Impact Analysis requirements based on project specific conditions:

- TIA Threshold
- Study area
- Data Collection Requirements which could include, but not be limited to:
 - Traffic Signal Inventory /phasing/timing
 - Seven-day, 24-hour volume counts
 - Turning movement counts
 - Daily volume counts
 - Classification counts

- o Field observations
 - o Crash history
 - o Travel times
 - o Speed data
- Trip generation and distribution which could include, but not be limited to:
 - o Land Use Category
 - o Daily trips
 - o Peak hour trips
 - o Internal Capture percentages
 - o Pass by percentages
- Analysis requirements which could include, but not be limited to:
 - o Capacity Analysis
 - o Turn Lane Warrant Analysis
 - o Signal Warrant Analysis
 - o Safety Analysis
 - o Roundabout Study
 - o AutoTurn Analysis
 - o Simulation Modeling
- Incorporation of trips for other proposed developments within the study area and/or growth rate usage and methodology

Trip Generation Rates

In general, applicants shall use the trip rates (use fitted equation if available) contained in the most recent edition of the Institute of Transportation Engineers' (ITE) *Trip Generation* manual or count data from an equivalent site.

Traffic Impact Analysis Threshold Levels

A TIA shall be required for all subdivisions (new or expansions), all new commercial/industrial developments requiring a building permit, and all multi-family developments (townhomes, apartments, and multiplexes). Individual single-family and two-family residences are exempt from this requirement. Where expansion of an existing commercial/industrial facility will increase an existing building or paved area by 50% or more, the expansion shall also be subject to a traffic study.

Generally, three (3) threshold levels of Traffic Impact Studies (Thresholds 1, 2, and 3) are defined to include, but not be limited to, the following requirements. The exact requirements based on site-specific and project specific elements will be defined at the Pre-Application Meeting.

Threshold 1 (Traffic Impact Analysis Statement Required) - If the proposed development results in less than forty (<40) peak hour trips, either AM or PM (whichever is greater) the APPLICANT will be required to submit the following items:

- a. The proposed trip generation and distribution with source of information;
- b. Traffic Scoping Information Form with Required Additional Information (may include revisions per the Pre-Application Meeting);
- c. Sight distance evaluation at proposed driveway locations.

Threshold 2 (Traffic Impact Analysis Study Required) - If the proposed development results in greater than forty (>40) and less than four hundred (<400) peak hour trips, either AM or PM (whichever is greater) the APPLICANT will be required to submit the items for Threshold 1 plus the following additional items:

- d. Capacity analysis for existing and proposed conditions at intersections within the study area established during the Pre-Application Meeting;
- e. Capacity analysis for proposed conditions at the development driveways;
- f. Left turn lane, right turn lane and signal warrants at the development driveways;
- g. Recommendations for mitigating improvements to maintain or improve the existing Level-of-Service, as well as recommendations for driveway locations and configurations.

Threshold 3 (Limited Traffic Impact Analysis Study Required) - If the proposed development results in greater than four hundred (>400) peak hour trips, either AM or PM the APPLICANT will be required to submit the items for Thresholds 1 and 2 plus the following items:

- h. Obtain summary of the crash history within the study area;
- i. Review crash reports and provide recommendations to improve safety.

The peak hour trips are not the only threshold factor in deciding the analysis that will be required. At the discretion of the DPW, or their designee, other items which significantly influence the traffic movements or safety may require a higher level of study. These include but are not limited to the following:

- High volumes on surrounding roads affecting access to a proposed development
- Proximity of proposed access points to existing drives or intersections
- Areas currently experiencing excessive traffic congestion
- Developments that include drive-through operations
- Lack of existing left turn lanes on adjacent roadways
- Areas currently undergoing substantial growth

- Inadequate sight distance at access points
- High-accident areas

The APPLICANT shall meet all applicable requirements found in the Parish Zoning and Subdivision Ordinance Code. The PARISH has the right to require mitigating improvements for which the APPLICANT will be the financial responsible.

Documentation

Threshold 2 and 3 Traffic Impact Analysis studies shall be stamped and signed by an approved registered Louisiana Professional Engineer who is a certified PTOE.

Contents and Format

The contents of a TIA, as well as the TIA study area limits shall vary depending on the site and prevailing conditions. Content requirements shall be established by the DPW, or their designee during the Pre-Application Meeting.

Each TIA must take into account other proposed developments in the study area for which a TIA has been submitted or approved. This information shall be obtained and provided by the DPW, or their designee, and/or the LADOTD. A growth rate may be applied to existing traffic data in lieu of estimated trips for specific developments if approved by the DPW in the Pre-Application Meeting.

The TIA study shall be prepared in the following format:

1. Description of Study Area: A vicinity map and description of the study area shall be provided. The map shall include roadways that allow access to the site and are included in the study area. Documentation of the study area development established during the Pre-Application Meeting shall be included in the appendix.
2. Description of the Project: This description shall include the size of the parcel, access to the site, onsite circulation, and the existing and proposed uses of the site. In addition, the square footage of each use or number and size of units proposed shall be specified. A proposed site plan proposed shall be included.
3. Existing Conditions: The existing conditions, in the vicinity of the project, shall be described including field observations. Existing traffic controls and geometrics (number of lanes, intersection configurations, etc.) on roadways or at intersections within the study area shall be described in detail.

4. Existing Traffic Volumes: Traffic data shall be collected/conducted at study area intersections during peak hours and dates approved by the DPW, or their designee. The TIA shall include a description of traffic count type, location of count and date of collection. A figure that presents AM and PM peak hour counts with turning movements and average daily traffic shall be included when applicable. Raw count data shall be included in the appendix.

Unless approved by the DPW at the Pre-Application Meeting, the counts shall be conducted during the school year (September through May) and during weeks that have no major school holidays. (These holidays shall include, but are not limited to, Thanksgiving, Christmas Break, Spring Break, Mardi Gras, Labor Day, and Exam weeks.) Counts shall not be conducted during special events in the area unless for a specific purpose.

5. Trip Generation Estimates: Traffic volumes expected to be generated by the proposed development shall be estimated. Trip generation calculations shall be included in the appendix.
6. Trip Distribution: Trips generated by the site must be distributed and assigned to the roadway network to determine the project's impacts. The methodology and assumptions which are used in the determination of trip distribution shall be described. For projects with several phases to be developed over several years, the trip distribution shall be estimated for the completion of each phase of the development as well as the final build-out of the development. A figure that presents the new trips distributed and assigned to the roadway network shall be included.
7. Projected Traffic Volumes within the TIA Study Area: Project generated, and distributed trips shall be estimated for intersections in the study area, including proposed driveways. A figure that presents AM and PM peak hour projected volumes with turning movements shall be included. A detailed description shall be included of how the trips generated from other proposed developments are incorporated in the model or how the use of the growth rates approved by the DPW, or their designee, at the Pre-Application Meeting are being applied in the model.
8. Capacity Analysis: Capacity analyses provide an indication of how well the study area intersections serve existing and future traffic demands. A description of the methodology and Level of Service (LOS) definitions shall be included within the TIA. For existing and future conditions, LOS at all study intersections, inclusive of the site access locations, shall be calculated for signalized and unsignalized intersections using procedures contained in the *Highway Capacity Manual*. The LOS and delay shall

be reported for each turning movement at each approach, each overall approach and the overall intersection as applicable in tabular format. Capacity analysis documentation shall be included in the appendix.

The objective of the APPLICANT shall be to maintain or improve the existing LOS. An overall LOS "D" shall be considered acceptable. Where LOS "D" is not existing or the existing LOS cannot be achieved with improvements /mitigation, a description of impacts, constraints, mitigation measures analyzed, and results shall be provided.

9. Warrant Analysis: Traffic signal and/or left/right turn lane warrants may be conducted and storage lengths recommended where applicable. Meeting warrants is not the only consideration for signalization and/or left/right turn lanes, engineering judgment must also be applied. Warrant analyses documentation shall be included in the appendix.
10. Crash Data: When required, three years of the most current crash data shall be obtained for intersections within the study area. The details of the safety analysis shall be determined on a project specific basis by the DPW, or their designee.
11. Traffic Improvements: Improvements to the network should be developed to address deficiencies. Improvements shall be analyzed to determine the expected impact.
12. Conclusions and Recommendations: The equivalent of an executive summary should be provided to describe the proposed project, the data collected, the analysis conducted, improvements considered and resulting recommendations.

Actions Based on TIA/ Mitigation

A proposed development which is subject to the TIA requirements of this policy may be disapproved when the results of the required TIA demonstrate that the proposed project will overburden the existing roadway system by causing a reduction in service of affected roadways, negatively impacts the safety of the roadway, or is below the adopted Level of Service (LOS) "D". In the case where the existing Level of Service (LOS) is below "D", the required mitigating improvements shall improve the LOS to "D" or better. An APPLICANT, in coordination with the DPW, or their designee, may modify the development proposal to reduce traffic-related impacts. Modifications to applications for projects may include, but shall not be limited to:

- Dedication of additional right of way
- Re-routing of traffic and proposed access points serving the proposed project
- Traffic signal timing and/or phasing adjustments (with coordination and approval from the owner of the signal)

- Restriping or reconfiguration of intersections
- Construction of additional lanes
- Installation of a roundabout
- Installation of a signal
- Providing funding for infrastructure improvements
- Any other recommendations by the DPW upon review.

APPLICANTS will be responsible for the cost and implementation of identified improvement(s) to mitigate the traffic impact of their proposed development unless funding can be provided through a grant mechanism.

If traffic mitigation is part of an approved Traffic Impact Analysis, all approved traffic improvements must be implemented prior to issuance of an occupancy permit that it is to be completed within construction of a subsequent phase.

Mitigation shall comply with the St Charles Parish Master Plan in place at the time of application, if any. The APPLICANT shall verify with the DPW whether a Master Plan proposed route or improvement will affect the subject property. If so, access through the property and/or require Right-of-Way, may be required to be dedicated to the Parish as part of the APPLICANTS's mitigation efforts.

The Parish has the right to place moratoriums in areas where reasonable operational conditions, as determined by the DPW, or their designee, are not able to be achieved with mitigation.

Waiver of/Exemption from TIA Requirements

The Planning Commission may not waive the traffic impact analysis submittal requirements of this policy without the consent of both the Department of Planning and Zoning and the Department of Public Works.

REFERENCE PUBLICATIONS

- A. Traffic Impact Policy for New Access Requests Affecting Traffic on State Routes, Louisiana Administrative Code, State of Louisiana Division of Administration
- B. Access Connection Permits, Louisiana Administrative Code, State of Louisiana Division of Administration
- C. Access Connection Policy, Louisiana Department of Transportation and Development (LADOTD)
- D. Traffic Impact Policy for New Access Requirements, LADOTD
- E. Trip Generation Manual, 9th Edition, Institute of Transportation Engineers
- F. Highway Capacity Manual, Special Report 209, Transportation Research Board
- G. Manual on Uniform Traffic Control Devices for Streets and Highways, US Department of Transportation, Federal Highway Administration
- H. Engineering Directives and Standards VI.1.1.9, Department of Transportation and Development, Office of Highways
- I. Traffic Impact Analysis, St. Tammany Regulatory Ordinance, 2014
- J. Public Infrastructure Design Standards, Lafayette Consolidated Government, Department of Public Works, 2015

2020-0183

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision procedure, C. Minor Resubdivisions, 2. Reserved and Section II. Subdivision procedure to establish a process for analyzing the impact of traffic generated by new development at paragraph E. Preliminary Plat 3. Preliminary Plat/Additional Submission Requirements.

WHEREAS, the Subdivision Regulations of 1981 establish the standards governing acceptable and proper land development patterns; and,
WHEREAS, these requirements are necessary for the planning of growth and management of land; and,
WHEREAS, the St. Charles Parish Council wishes to ensure that quality of life remains high and that the transportation network remains safe.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix C, Section II. Subdivision Procedure, C. Minor Resubdivisions, is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

2. Reserved Traffic Impact Analysis. A Traffic Impact Analysis, including all required documentation shall be submitted in accordance with the Parish's currently adopted Traffic Impact Analysis Policy (File No. 2020-0182).

SECTION II. That the Code of Ordinances, Appendix C, Section II. Subdivision Procedure, E. Preliminary Plat Requirements, 3. Preliminary Plat/Additional Submission Requirements, is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

- 3. Preliminary Plat/Additional Submission Requirements.
 - a. Drainage Impact Analysis. A Drainage Impact Analysis shall be completed by a Civil Engineer registered with the State of Louisiana for all subdivisions of property of one (1) acre or greater. The said Drainage Impact Analysis shall be prepared pursuant to the guidelines specified in these regulations. (Ord. No. 00-11-12, § III, 11-20-00)
 - b. Preliminary Subdivision Stormwater Pollution Prevention Plan. A Stormwater Pollution Prevention Plan, including all required documentation, shall be submitted in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control, Section 25-14.
 - c. Traffic Impact Analysis. A Traffic Impact Analysis, including all required documentation shall be submitted in accordance with the Parish's currently adopted Traffic Impact Analysis Policy (File No. 2020-0182).

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

And the ordinance was declared adopted this _____ day of _____, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

2020-0179

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way Contract on behalf of St. Charles Parish as Grantor, in favor of Phillips 66 Alliance H2PL LLC as Grantee, across one tract of land located in Section 64, Township 13 South, Range 21 East, and one tract of land located in Section 25, Township 13 South, Range 21 East.

WHEREAS, permanent servitude over property owned by St. Charles Parish is needed for the construction and maintenance of one certain pipeline and appurtenances thereto; and,

WHEREAS, said properties over which said servitude is needed are more particularly described on Exhibits A and B and Exhibits C and D in the Right of Way Contract attached hereto and made a part hereof; and,

WHEREAS, Phillips 66 Alliance H2PL LLC, as Grantee, will undertake construction of the pipeline referenced above and will install and maintain said pipeline under the terms and conditions of the Right-of-Way Contract attached to and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to execute the Right-of-Way Contract attached hereto and made a part hereof, from St. Charles Parish, Grantor, to Phillips 66 Alliance H2PL LLC, Grantee, for the purposes stated above.

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

And the ordinance was declared adopted this _____ day of _____, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RIGHT-OF-WAY CONTRACT

STATE OF LOUISIANA

28

PARISH OF ST. CHARLES

3

KNOW ALL MEN BY THESE PRESENTS:

8

FOR AND IN CONSIDERATION of the sum of One Thousand and No/100ths (\$1,000.00) Dollars (\$1,000.00) per rod and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, **St. Charles Parish**, herein referred to as "Grantor" whether one or more, does hereby GRANT, BARGAIN, SELL and CONVEY unto Phillips 66 Alliance H2PL LLC, whose address is 2331 CityWest Blvd., Houston, TX 77042, and its successors and assigns, herein referred to as "Grantee", a thirty-foot (30') wide right-of-way on, over, through, upon, under and across the lands, as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein, for the right from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one (1) pipeline (the "Pipeline"); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity; generators; ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and extra/additional temporary workspace, if any) (collectively, the “temporary workspace”), as more particularly described in Exhibits “A” and “B” attached hereto, as needed for exercise of any of the rights granted to Grantee. Grantee shall have the right to use the temporary workspace for a period to extend twenty-four (24) months from the date of construction commencement on Grantor’s property. However, if Grantee has completed its use of the temporary workspace prior to said period, then the temporary workspace shall immediately terminate.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the above described lands and right of way including the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantee shall have the right to clear all trees, undergrowth, brush, structures and other obstructions from the herein granted right-of-way. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted right-of-way, and Grantor will not change the grade of the right-of-way without the express written consent of Grantee.

Grantor reserves the right to use the subject property as it deems necessary and appropriate. Grantor shall provide Grantee with reasonable notice of its intent to cross the property with heavy-wheeled equipment over 10,000 pounds or tracked equipment over 60,000 pounds working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc.); provided,

however, it does not materially impair Grantee's rights to use said right-of-way or impact the safety of the Facilities, such determination to be made at the sole discretion of Grantee. Any precautionary measures required by Grantee to protect its Facilities shall be furnished at the expense of Grantee at Grantor's request, and should Grantor incur any of these costs, it may invoice Grantee for said actual costs and Grantee shall pay such invoice in full within sixty (60) days of Grantee's receipt of said billing.

Grantee shall bury the Pipeline to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

Grantee shall have the right to remove any fence that now crosses or may cross the right-of-way. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or Grantor or their authorized personnel are actually passing through same.

Grantor shall retain all the oil, gas, and other minerals in, on and under the right-of-way; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the right-of-way, but it will be permitted to extract the oil and other minerals from and under the right-of-way by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the right-of-way.

Grantee agrees to comply in all respects, at its sole cost, with all federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

Grantee shall use the right-of-way solely for the purposes specified in this Right-of-Way Contract. There shall be no hunting or fishing on the right-of-way on any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the right-of-way by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

Grantor agrees that any payment made hereunder by Grantee for the right-of-way includes full payment for all reasonably anticipated damages to be caused to the surface of Grantor's lands during the initial construction of the Facilities. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the right-of-way, and to fences of Grantor caused by Grantee's maintenance

operations; provided, however, that Grantee shall not be liable to Grantor for any damages caused on the right-of-way by keeping said right-of-way clear of trees, undergrowth, brush or obstructions in the exercise of the rights herein granted. Any payment due under this Right-of-Way Contract may be made directly to any Grantor if there be more than one.

Grantee shall restore the contour of the right-of-way, as near as reasonably practical to do so, upon completion of all construction, maintenance, replacement or removal operations.

Grantor shall have the right to fully use and enjoy said right-of-way except as to the rights herein before granted and subject to the restrictions set forth herein. Grantor shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle over and across the right-of-way; provided, however, it does not materially impair Grantee's rights to use said right-of-way or impact the safety of the Facilities, such determination to be made at the sole discretion of Grantee.

This Right-of-Way Contract constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Right-of-Way Contract. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Right-of-Way Contract) in executing this Right-of-Way Contract, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Right-of-Way Contract is free and voluntary; this Right-of-Way Contract may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS RIGHT-OF-WAY CONTRACT).

The provisions of this Right-of-Way Contract are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Right-of-Way Contract may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the _____ day of _____ 2020 (the “Effective Date”).

Witnesses

GRANTOR

St. Charles Parish

Printed Name

Printed Name

Title

Printed Name

STATE OF _____

§
§
§

COUNTY/PARISH OF _____

On this _____ day of _____ 2020, _____ personally appeared, who, being by me duly sworn did say that he/she executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

NOTARY PUBLIC

Notary Public in and for _____
County/Parish

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA §
PARISH OF §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

STATE OF LOUISIANA §
 §
PARISH OF §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

Witnesses

GRANTEE

Phillips 66 Alliance H2PL LLC

Printed Name

Printed Name

Title

Printed Name

STATE OF _____

§

COUNTY/PARISH OF _____

§

§

On this _____ day of _____ 2020, _____
personally appeared, who, being by me duly sworn did say that he/she executed the foregoing
instrument, and acknowledged that he/she executed it as his/her free act and deed.

NOTARY PUBLIC

Notary Public in and for _____
County/Parish

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA §
PARISH OF §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

STATE OF LOUISIANA §
PARISH OF §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

Exhibit "A"
LA-SC-006.000
ST. CHARLES PARISH, LOUISIANA
PHILLIPS 66 ALLIANCE H2PL LLC
Thirty Foot (30') Permanent Servitude
Across a 3.16 Acre Tract
PARISH OF ST. CHARLES
Located in Section 64, T13S-R21E

LEGAL DESCRIPTION:

A survey line of a Thirty Foot (30') wide permanent servitude, temporary servitude and access being situated on a certain tract of land 3.16 acres of land situated in Section 64, T13S -T21E, St. Charles Parish, Louisiana, more specifically described in Donation dated December 4, 1989 from Monsanto Company, a Delaware corporation, to the Parish of St. Charles, Louisiana recorded in Book 419, Page 273, of the conveyance records of the Office of Clerk of Court, St. Charles Parish, Louisiana, less and except any conveyances heretofore made. The sideline boundaries of said Thirty Foot (30') wide permanent servitude are located 15 feet to the right and 15 feet to the left of the below described survey line. Said sideline boundaries are located parallel with and adjacent to said survey line and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said survey line of the herein described Thirty Foot (30') wide permanent servitude being more fully described as follows:

COMMENCING at a found 1 1/4" iron pipe being the "POINT OF COMMENCEMENT" (P.O.C.), having a Louisiana State Plane South Zone Coordinate of N=516,003.97, E=3,592,917.17, thence North 81° 53' 05" East a distance of 988.09 feet (L1) to the "POINT OF BEGINNING" (P.O.B.).

THENCE, North 78° 34' 54" East a distance of 31.25 feet (L2) to the "POINT OF TERMINATION" (P.O.T.) on the easterly property line of subject tract. Said P.O.T. is located North 22° 21' 35" West a distance of 213.87 feet (L3) a found 1/2" iron rod and having a Louisiana State Plane South Zone Coordinate of N=515,951.84, E=3,594,007.35.

The total length of the survey line of said Thirty foot (30') wide permanent servitude is 31.25 feet or 1.89± rods and contains 0.02± acres. The total area of the temporary servitude contains 0.01± acres. The total area of the extra temporary workspace contains 0.003± acres.

The above-described permanent servitude is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. LA-SC-006.000.DWG) dated 12/18/19, revised 03/23/2020 Titled "PERMANENT SERVITUDE ACROSS PARISH OF ST. CHARLES LOCATED IN SECTIONS 64, T13S-R21E ST. CHARLES PARISH, LOUISIANA" and is attached hereto as Exhibit "B".

NOTES:

Coordinates, Bearings and distances indicated herein are grid derived and based on an on-the-ground survey, and are referenced to the Louisiana Coordinate System, 1983 South Zone US Survey Foot; as derived from a Global Positioning System (GPS) static survey.

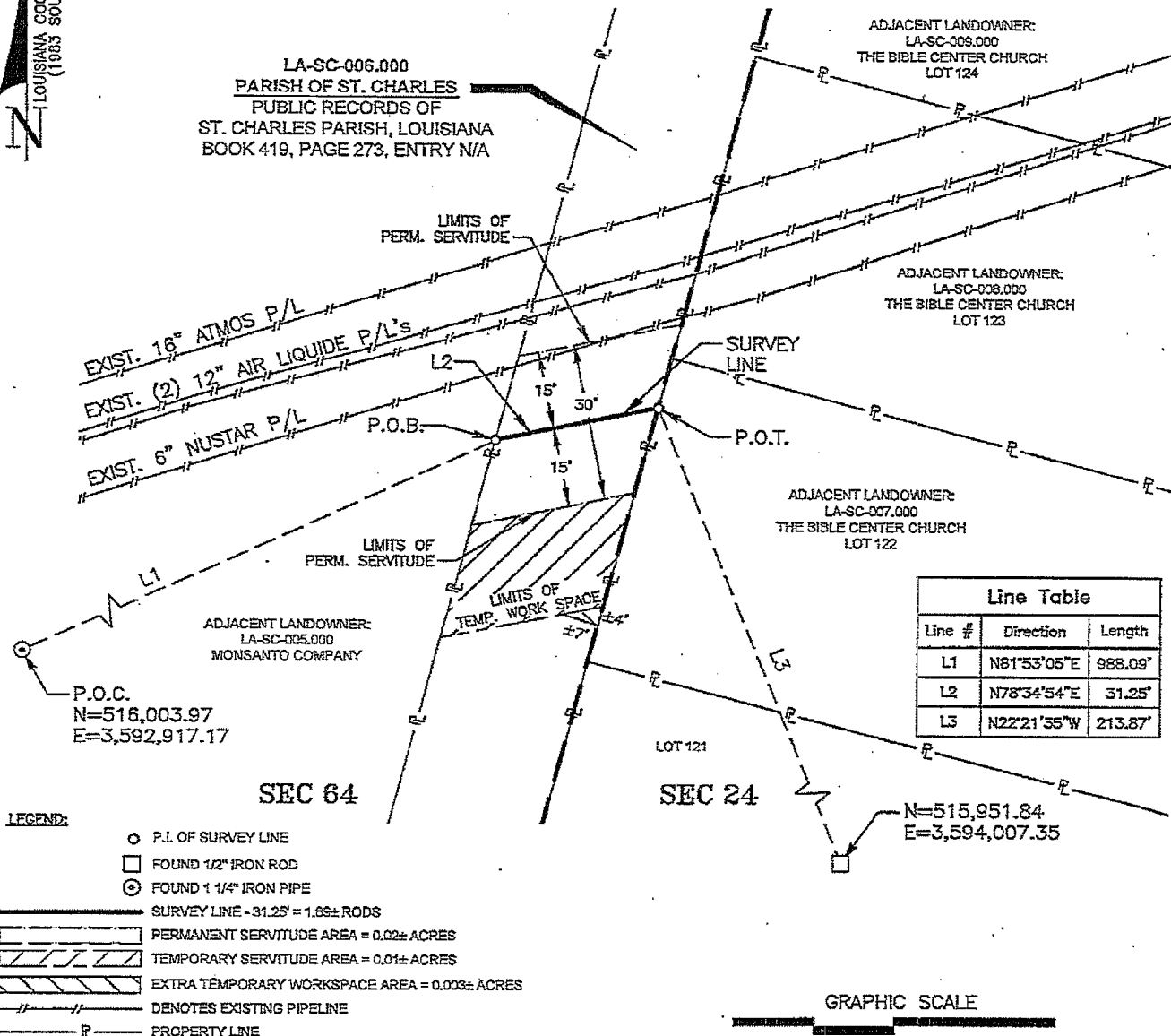
Title and ownership information indicated herein is based on a search of the records of St. Charles Parish, Louisiana and was furnished by Phillips 66 Pipeline LLC.

MORRIS P. HEBERT, INC.
116 VENTURE BLVD.
P.O. BOX 3106
HOUMA, LOUISIANA 70361
(985) 879 - 2731: voice
APPROVED:



ST. CHARLES PARISH, LOUISIANA
SECTION 64, T13S-R21E
EXHIBIT "B"

LOUISIANA COORDINATE SYSTEM
(1983 SOUTH ZONE)



Line Table		
Line #	Direction	Length
L1	N81°53'05"E	988.09'
L2	N78°34'54"E	51.25'
L3	N22°21'35"W	213.87'

LEGEND:

- P.I. OF SURVEY LINE
- FOUND 1/2" IRON ROD
- ⊙ FOUND 1 1/4" IRON PIPE
- SURVEY LINE - 31.25' = 1.66± RODS
- ▨ PERMANENT SERVITUDE AREA = 0.02± ACRES
- ▧ TEMPORARY SERVITUDE AREA = 0.01± ACRES
- ▩ EXTRA TEMPORARY WORKSPACE AREA = 0.003± ACRES
- DENOTES EXISTING PIPELINE
- PROPERTY LINE

NOTES:
A LEGAL DESCRIPTION OF THIS SERVITUDE (EXHIBIT "A") HEREWITH ACCOMPANIES THIS PLAT.
PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY LINES AS DEPICTED ON THIS PLAT WAS PROVIDED BY PHILLIPS 66 PIPELINE LLC. PROPERTY LINES AS SHOWN ARE ILLUSTRATIVE ONLY AND RECOGNIZED SOLELY FOR THE PURPOSE OF COMPUTING THE FEE FOR THIS SERVITUDE, AND ARE NOT INTENDED AND SHALL NOT BE CONSTRUED AS DETERMINATIVE OF ACTUAL TITLE FOR THE BENEFIT OF THE GRANTEE OR ADJACENT LANDOWNER.
COORDINATES, BEARINGS & DISTANCES AS SHOWN DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY AND ARE BASED ON LOUISIANA STATE PLANE NAD 83 US FT.
SECTION LINES WERE DERIVED FROM U.S.C. & G.S. 7.5 MINUTE QUADRANGLE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
CERTIFICATION:
THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND UNLESS OTHERWISE NOTED, THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT APPLICABLE STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS "D" SURVEYS AS INDICATED IN THE ABOVE STANDARDS.

APPROVED:
STATE OF LOUISIANA
DANIEL J. POCHÉ
License No. 5066
PROFESSIONAL
DANIEL J. POCHÉ, P.E.
LA. LAND SURVEYOR LICENSE NO. 5066
THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSED SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

1 03/23/2020			REVISED ALIGNMENT	
NO.	DATE	REV. BY:	REVISION	



Phillips 66
Alliance H2PL LLC



Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS
P.O. BOX 3105 • 116 VENTURE BLVD. • HOUMA, LOUISIANA 70381 • (866) 679-2731
HOUMA, LA. • HOUSTON, TX • SAN ANTONIO, TX • MIDLAND, TX
TEXAS SURVEY FIRM REGISTRATION NUMBER: 10193786 (HOUMA OFFICE)

PERMANENT SERVITUDE ACROSS
PARISH OF ST. CHARLES
LOCATED IN
SECTION 64, T13S-R21E
ST. CHARLES PARISH, LOUISIANA

DRAWN BY:	BAL	SHEET:	1
CHKD./APPD. BY:	GML/DJP	SCALE:	1" = 30'
UPDATED BY:	JDW	DATE:	12/18/19
DATA BASE:	NA	JOB NO.	13312-00

MPH CAD FILE: LA-SC-006.000_REV 1.DWG

Exhibit "C"
LA-SC-023.000
ST. CHARLES PARISH, LOUISIANA
PHILLIPS 66 ALLIANCE H2PL LLC
Thirty Foot (30') Permanent Servitude
A 5.532 ACRES TRACT
PARISH OF ST. CHARLES
Located in Section 25, T13S-R21E

LEGAL DESCRIPTION:

A survey line of a Thirty Foot (30') wide permanent servitude, temporary servitude and access being situated on a certain tract or parcel of land 5.532 acres situated in Section 25, T13S-R21E, St. Charles Parish, Louisiana, more specifically described in Consent Judgment of Expropriation and Grant of Servitude for Drain dated November 19, 1992 from Charles Ostarly, Sr., et al, to the Parish of St. Charles and recorded in Book 459, Page 252 of the conveyance records of the Office of Clerk of Court, St. Charles Parish, Louisiana, less and except any conveyances theretofore made. The sideline boundaries of said Thirty Foot (30') wide permanent servitude are located 15 feet to the right and 15 feet to the left of the below described survey line. Said sideline boundaries are located parallel with and adjacent to said survey line and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said survey line of the herein described Thirty Foot (30') wide permanent servitude being more fully described as follows:

COMMENCING at a found 3/4" iron rod being the "POINT OF COMMENCEMENT" (P.O.C.), having a Louisiana State Plane South Zone Coordinate of N = 516,430.76, E = 3,594,734.16, thence South 14°56'43" West a distance of 34.90 feet (L1) to the "POINT OF BEGINNING" (P.O.B.).

THENCE, North 71°09'08" East a distance of 558.62 feet (L2) to the "POINT OF TERMINATION" (P.O.T.) on the easterly property line of subject tract. Said P.O.T. is located South 01°15'19" East a distance of 73.39 feet (L3) from a found 1/2" iron rod and having a Louisiana State Plane South Zone Coordinate of N = 516,650.87, E = 3,595,252.22.

The total length of the survey line of said Thirty foot (30') wide permanent servitude is 558.62 feet or 33.86± rods and contains 0.38± acres. The total area of temporary servitude contains 0.12± acres.

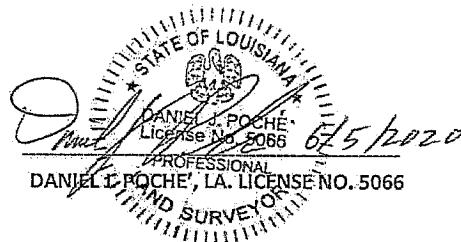
The above-described permanent servitude is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. LA-SC-0023.000.DWG) dated 12/18/2019, revised 06/05/2020, Titled "PERMANENT SERVITUDE ACROSS PARISH OF ST. CHARLES LOCATED IN SECTION 25, T13S-R21E ST. CHARLES PARISH, LOUISIANA" and is attached hereto as Exhibit "D".

NOTES:

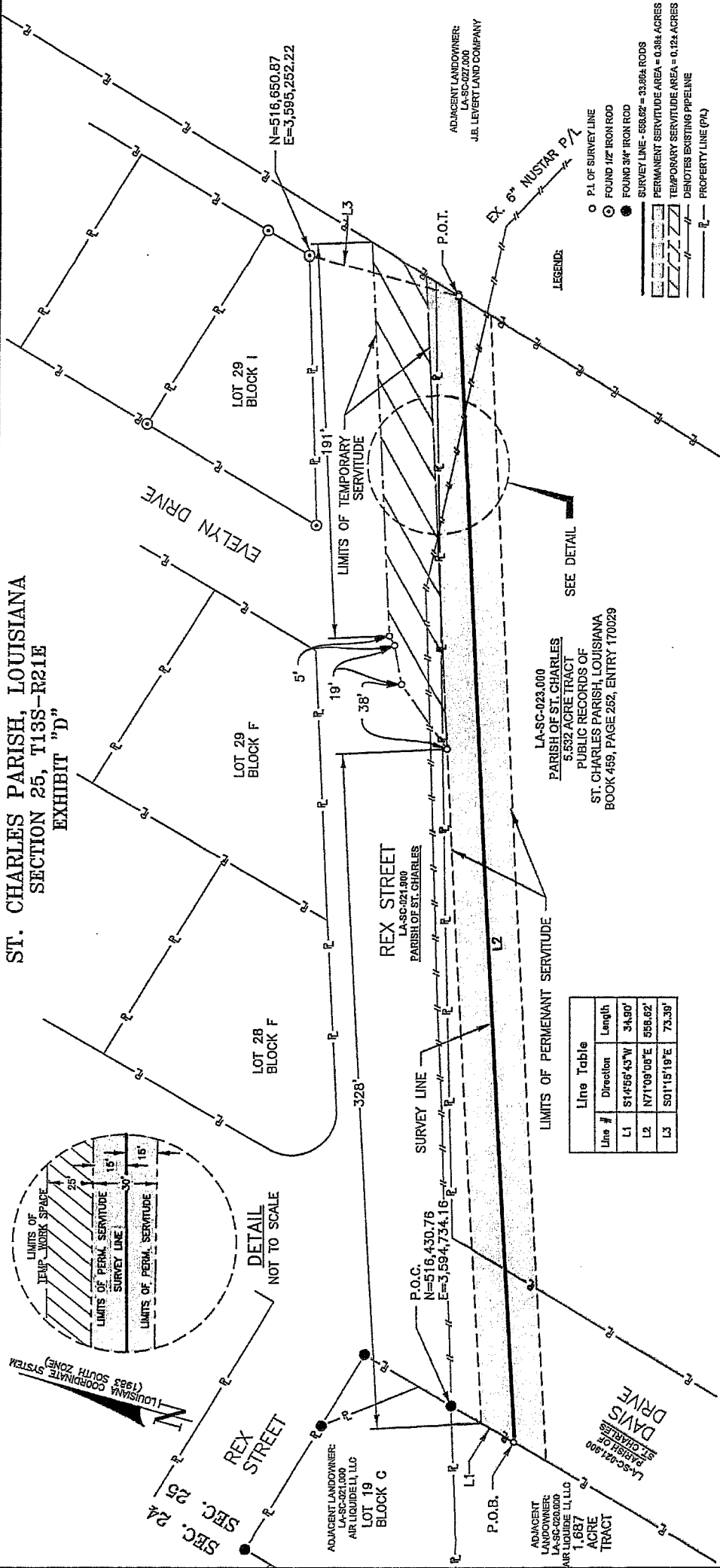
Coordinates, Bearings and distances indicated herein are grid derived and based on an on-the-ground survey, and are referenced to the Louisiana Coordinate System, 1983 South Zone US Survey Foot; as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the records of St. Charles Parish, Louisiana and was furnished by Phillips 66 Pipeline LLC.

MORRIS P. HEBERT, INC.
116 VENTURE BLVD.
P.O. BOX 3106
HOUMA, LOUISIANA 70361
(985) 879-2731: voice
APPROVED: 06/05/2020



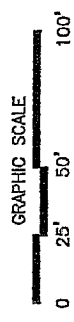
ST. CHARLES PARISH, LOUISIANA
SECTION 25, T13S-R21E
EXHIBIT "D"



Line Table		
Line #	Direction	Length
L1	S14°56'43\"W	34.90'
L2	N71°09'08\"E	556.62'
L3	S07°15'19\"E	73.36'

NOTES:
1. DESCRIPTION OF THIS SERVITUDE (EXHIBIT "C") HEREWITH ACCOMPANIES THIS PLAT.
2. PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY LINES AS DEPICTED ON THIS PLAT WAS PROVIDED BY PHILLIPS 66 PIPELINE LLC. PROPERTY LINES AS SHOWN ARE ILLUSTRATIVE ONLY AND RECOGNIZED SOLELY FOR THE PURPOSE OF COMPUTING THE FEE FOR THIS SERVITUDE, AND ARE NOT INTENDED AND SHALL NOT BE CONSIDERED AS DETERMINATIVE OF ACTUAL TITLE FOR THE BENEFIT OF THE GRANTEE OR ADJACENT LANDOWNER.
3. COORDINATES, BEARINGS & DISTANCES AS SHOWN DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS), STATIC SURVEY AND ARE BASED ON LOUISIANA STATE PLANE NAD 83 US FT.
4. SECTION LINES WERE DERIVED FROM U.S.C. & G.S. 7.5 MINUTE QUADRANGLE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
5. CERTIFICATION:
THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND UNLESS OTHERWISE NOTED, THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT APPLICABLE STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD AND THAT THE ACCURACY REQUIREMENTS AND STANDARDS FOR THE SURVEY ARE IN ACCORDANCE WITH CLASS "D" SURVEYS AS INDICATED IN THE ABOVE STANDARDS.

APPROVED: *[Signature]*
DANIEL H. ROBERTS
LA LAND SURVEYOR LICENSE NO. 3088
THIS DOCUMENT IS VALID WHEN USED IN ORIGINAL FORM ONLY. ANY REPRODUCTION OF THIS DOCUMENT WITHOUT THE SIGNATURE OF THE SURVEYOR IS UNLAWFUL.
IMPROVED OVER: *[Signature]*



NO.	DATE	REV.	BY
2	6-5-2020	DUP	
1			

REVISED EXHIBIT LABEL
REVISION

PERMANENT SERVITUDE ACROSS
PARISH OF ST. CHARLES
LOCATED IN
SECTION 25, T13S-R21E
ST. CHARLES PARISH, LOUISIANA

DRAWN BY: BAL SHEET: 1
CHKD./APPD. BY: GML/DJP SCALE: 1"=50'
UPDATED BY: DATE: 12/18/19
DATA BASE: NA JOB NO. 13312-00
MPH CAD FILE: LA-SC-023.000_REV 2.DWG

Phillips 66
Alliance H2PL LLC

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS
P.O. BOX 2000 • HOUMA, LOUISIANA 70301 • (809) 979-2731
HOUMA, LA • HOUSTON, TX • NEW ORLEANS, LA
TEXAS SURVEY FIRM REGISTRATION NUMBER: 10182786 (HOUMA OFFICE)

2020-0180

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an engineering services agreement with T. Baker Smith LLC for providing all necessary services for the 2020 West Bank Master Drainage Plan (MDP), Project No. P200602.

WHEREAS, the landscape and development of the West Bank has changed considerably, and a current functioning model is critical in managing impacts on Parish infrastructure; and,

WHEREAS, the St. Charles Parish Council desires to perform a MDP for the West Bank that will improve drainage for the entire West Bank of the Parish; and,

WHEREAS, the attached Agreement between St. Charles Parish and T. Baker Smith LLC describes the details of the proposed services and compensation; and,

WHEREAS, because of the complexity of the project, it will be implemented in the following areas and phases so as to control project timing:

- Ama-Sellers, Hahnville 1 and Hahnville 2
- Luling and Luling I-310
- Des Allemands, Sunset, Paradis, Mimosa/Willowdale
- Killona/Taft.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Agreement between St. Charles Parish and T. Baker Smith LLC for services as required by the Department of Public Works is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2020 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 T. Baker Smith, LLC, a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the West Bank Master Drainage Plan project as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer 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 Engineer by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering 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 ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from T. Baker Smith, LLC, last revised June 10, 2020, and all other requirements in this Agreement.
- 2.2 In general, the Project consists of major elements including data gap analysis, hydrologic/hydraulic analysis, watershed report(s) preparation and MDP compilation report.
- 2.3 The Engineer 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 ENGINEER

- 3.1 Engineer shall provide Owner professional engineering 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 Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.
- 3.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Engineer shall provide basic 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 Engineer at project conferences and public hearings.
- 3.6 Planning Phase
 - 3.6.1 Conducting a Planning Meeting Workshop with the Owner.
 - 3.6.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
 - 3.6.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
 - 3.6.4 Preparing a comprehensive Planning Report presenting multiple solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
 - a. Discussion of project background and need.
 - b. Schematic layouts, sketches, or photographs.
 - c. Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - d. Any special material specifications including major equipment specifications.
 - e. A preliminary cost estimate for each alternative.
 - f. Engineer's conceptual opinion of probable costs for the selected alternative.

- g. Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing.
- h. Discussion of the type of additional services that will be needed.
- 3.6.5 Meeting with the Owner and presenting findings of the Planning Report.
- 3.6.6 The Planning Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Planning Services.
 - a. Two (2) copies of the report for review.
 - b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

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 Engineer 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 Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer'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 Engineer 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 Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.

The compensation to the Engineer for the supplemental services, when performed by the Engineer, 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 Engineer 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 Engineer 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 Engineering 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 Engineer 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, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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 Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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 Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Engineer 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 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Ama-Sellers, Hahnville 1 and Hahnville 2	\$218,493.35
Luling and Luling I-310	TBD*
Des Allemands, Sunset, Paradis, Mimosa/Willowdale	TBD
Killona/Taft	TBD

* To be determined at the time of the Notice to Proceed.

- 8.2 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer'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 basic engineering services shall be negotiated between Owner and Engineer.
- 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 Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 8.5 For Additional Authorized Services provided by the Engineer 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 Engineer based on an agreed upon hourly rate(s) between the Owner and Engineer. 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 Engineer 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 Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 Engineer 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 Engineer'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 Additional Engineering described in Section 6, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 FUNDS

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

10.0 TERMINATION OR SUSPENSION

- 10.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 10.2 The Engineer, 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.
- 10.3 The Engineer 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.
- 10.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 10.5 Engineer 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.
- 10.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

11.0 INSURANCE

- 11.1 The Engineer 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.
- 11.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 11.3 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.
- 11.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

- 11.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 11.6 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.

12.0 INDEMNIFICATION

Engineer 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 Engineer, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

13.0 WARRANTY

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in Section 13 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, ENGINEER 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 Engineer's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

15.0 OTHER

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

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

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

Date:

WITNESSES:

ENGINEER

By:

Date:

ST. CHARLES PARISH WEST BANK MASTER DRAINAGE PLAN

Scope of Services Proposal

Revision 1
June 10, 2020

Prepared for:



**St. Charles Parish
Department of Public Works and Wastewater**

100 River Oaks Drive
Destrehan, LA 70047

Prepared by:



17534 Old Jefferson Hwy., Suite D-1
Prairieville, LA 70769

I. INTRODUCTION

The purpose of this document is to outline the tasks necessary to support the development of a comprehensive Master Drainage Plan (MDP) for the West Bank of St. Charles Parish, Louisiana for the St. Charles Parish Department of Public Works and Wastewater (SCP or Parish). T. Baker Smith, LLC (TBS), has prepared this proposal based upon our understanding of the goals and objectives for this MDP as discussed on 5/21/2020.

In general, the MDP will analyze the existing gravity and forced drainage networks within the West Bank of St. Charles Parish and provide recommendations for improvements to these systems aimed towards mitigating flooding both for the existing conditions and due to future planned development. The West Bank of St. Charles Parish comprises of approximately 21,000 acres of land (excluding marsh/swampland) and consists generally of eleven (11) primary drainage basins, which will be analyzed separately in phases based upon their locations and similarities. The improvements recommended for each basin will be prioritized using multiple factors including implementation time, cost and anticipated benefit to their respective area, which when compiled into the MDP, can be utilized to prepare a comprehensive Capital Improvements Program. The results of each primary basin's analysis will be delivered via several "interim" reports, and once all are completed, these will be compiled into the comprehensive MDP. In addition to specific project improvements, the MDP will also discuss general recommendations for consideration such as modifications to codes and/or ordinances necessary to sustain these drainage systems.

A detailed scope of services has been provided below.

II. SCOPE OF SERVICES

Data Gap Analysis

Prior to starting the Hydrologic and Hydraulic modeling, TBS will gather and review existing information available from the Parish and conduct site visits to determine any additional data that may be required to perform the analysis. The Parish will provide all existing and required survey data required for the analysis to TBS using existing in-house data or new data collected via third party. TBS' effort shall include the following:

- a. Obtain and review existing studies, reports, development plans, land use information, GIS data, and other information made available by the Parish to assist in the model development and analysis.
- b. Site visits conducted by TBS' engineering staff to review the condition of drainage structures and major conveyance channels, basic channel geometry, and overall basin characteristics for each watershed.
- c. Prepare list of supplemental field data and any other additional information needed to support the modeling effort for the Parish. Discuss alternatives and/or assumptions that may be required with Parish based on availability and/or budgetary limitations.
- d. Review of all supplemental data provided by the Parish.

SCP West Bank MDP



Hydrologic and Hydraulic Analysis

TBS will use the data provided by the Parish, publicly available data and supplemental data collected as a result of the data gap analysis to develop a hydrologic and hydraulic model of the watersheds. The modeling will focus on the 4%, 2%, and 1% annual exceedance probability rainfall events (25, 50, and 100-year rainfall events). The model development and analysis will include the following tasks:

- a. Hydrologic Modeling
 - i. Drainage basin(s) will be delineated using publicly available 2017 USGS LiDAR and supplemented with available survey data, as needed.
 - ii. Obtain rainfall data for the selected recurrence intervals from NOAA ATLAS 14 Point Precipitation Frequency Estimates and/or National Weather Service, Technical Paper No. 40.
 - iii. Determine land use, impervious area, soil type and time of concentration for each drainage basin for existing conditions.
 - iv. Development of runoff hydrographs for each drainage basin for the selected recurrence intervals to represent existing conditions.
 - v. Update land use and impervious area to account for future development and revise runoff hydrographs for each drainage basin for the selected recurrence intervals.
- b. Hydraulic Modeling
 - i. Building the model schematic and identifying all major drainage channels, culverts, and other features that are to be included in the model and how they will be represented.
 - ii. Entering the model geometry from the LiDAR and Parish GIS data and supplementing with survey data where necessary.
 - iii. Determining roughness factors for channel, channel overbanks, and culverts.
 - iv. Establish downstream boundary conditions (tailwater) based on publicly available gauge data.
 - v. Depending on the extent of the model domain for the watershed, the existing conditions model results may be calibrated to a known rainfall event. The model results will be validated by reviewing with the Parish, landowners, and other stakeholders and checking against verifiable observed data.
 - vi. Review and establish criteria and objectives with the Parish for the improvements to be evaluated as part of the proposed conditions hydraulic modeling.
 - vii. Development of a proposed conditions hydraulic model that incorporates improvements to channels, culverts, detention, or other drainage related features required to meet the established objectives.
 - viii. Review of the proposed conditions modeling results including the alternatives considered throughout the modeling process with the Parish.
 - ix. Address and incorporate comments received by the Parish on the existing and proposed conditions modeling results.

Watershed Report Preparation

Upon completion of the H&H Analysis, TBS will prepare a report that summarizes the results of the modeling for each watershed. Included in the report will be conceptual level cost estimates, project priority list, and other recommendations for implementing the proposed improvements included in the proposed conditions modeling.

- a. The report will cite the sources of the data used to develop the model, software programs used for the modeling, limitations and assumptions, the methodologies used to develop the model, proposed improvements, estimated cost and project prioritization, and other recommendations or future considerations.
- b. Conceptual level cost estimates will be summarized in the body of the report and any supporting documentation will be included in appendices. The level of detail will be that of a desktop study and costs for features will be approximated on linear foot basis or other high-level unit or measure for a given improvement.
- c. Preliminary environmental considerations such as wetland mitigation and permitting costs will be included in the cost for each improvement, where applicable. Depending on the scope and locations of the improvements, right-of-way and utility relocations may be required. Where information is available and the impacts are apparent, TBS will note as such. It may not be practical to obtain all required information to accurately estimate right-of-way or utility relocation costs and in such cases, it will be noted as such in the cost estimate.
- d. Once costs are estimated, TBS will prepare a prioritized list of improvements, or a combination of improvements, based upon the cost and anticipated benefit of each item. Implementation time may also be factored into the prioritization.
- e. Provide a list of general recommendations and other future considerations that may include suggested modifications to codes or ordinances. These will be general in scope for the interim basin reports until a more detailed discussion can be prepared in the final MDP.

Master Drainage Plan Compilation

TBS will compile the information from the individual watershed reports into an overall Master Drainage Plan for the West Bank of St. Charles Parish. The reports developed for each watershed will have more detail that is required for the body of the Master Drainage Plan report. This task will reduce the data from the individual watersheds down to an executive summary level while keeping the detailed analysis in appendices. As the Parish proceeds with subsequent phases of the MDP, the information from each watershed will be formatted for inclusion in the overall report.

III. DELIVERABLES

Watershed Reports

Individual reports for the primary watersheds/basins will include report body, figures, tables and exhibits. The following will be included in the deliverables:

- 1 bound hard copy (body, figures, exhibits)

SCP West Bank MDP



- Exhibits shall include the following:
 - Existing and Proposed Inundation Maps
 - Proposed Drainage Improvements
- 1 USB storage drive containing the entire report and appendices
- Modeling inputs and results data in GIS format
- Proposed improvements in GIS format

IV. EXCLUSIONS

Items which are excluded from this Scope of Services, but can be provided as an Additional Service, if necessary, based upon a mutually executed amendment to the Agreement include, but are not limited to:

1. Cost for topographic surveying, survey data collection, environmental field work (such as onsite wetland delineation) as a result of the study objectives changing during this scope of services.
2. Detailed design of recommended improvements
3. Any and all environmental permit submittals such as initial permits, wetland permits, after the fact permit submittal, as-build survey/quantity submittal, etc.
4. Any and all mitigation costs and associated fees, beneficial use costs and dredge costs that could be required.
5. Any other agency permitting, fees or associated costs.
6. Coordination or costs associated with pipeline or utility encroachments, LADOTD encroachment/permitting, railroad encroachment costs, design or permitting.

V. PARISH’S RESPONSIBILITY

The Parish shall:

1. Provide T. Baker Smith, LLC with all criteria and full information as to the Parish’ requirements for the Project, including all project objectives and any known constraints.
2. Arrange for safe access to and make all provisions for T. Baker Smith, LLC to enter upon public and private property as required to perform the professional services herein.
3. Provide review and approvals of the professional services provided.

VI. COMPENSATION

Compensation for services rendered for this scope of services shall be paid to T. Baker Smith, LLC on a Time & Material basis, monthly, with maximum amounts not to exceed the following:

PHASE	WATERSHEDS	AMOUNT
1	Ama-Sellers, Hahnville 1 & Hahnville 2	\$218,493.35
2	Luling & Luling I-310	\$TBD
3	Des Allemands, Sunset, Paradis, Mimosa/Willowdale	\$TBD
4	Killona, Taft	\$TBD

VII. SCHEDULE

Based on the Scope of Work detailed in Section II, TBS estimates the following schedule to complete the scope of work presented herein. This time does not include additional time for collection of data via third party or circumstances that are out of TBS’s control. In order to keep the project team updated on the project’s progression, a monthly progress report will be provided to the Parish.

Phase I Tasks	Calendar Days (from NTP or previous task completion)
Data Gap Analysis	30
Hydrologic and Hydraulic Analysis	90
Watershed Report(s) Preparation	40
MDP Compilation	Continuous - Ongoing



LABOR AND EQUIPMENT FEE SCHEDULE
St. Charles Parish
Effective June 2020

PROFESSIONAL STAFF CLASSIFICATIONS:

Rate

Professional Engineer II	Per Hour	\$ 155.00
Professional Engineer I	Per Hour	\$ 125.00
Engineer Intern II	Per Hour	\$ 95.00
Engineer Intern I	Per Hour	\$ 80.00
Professional Land Surveyor II	Per Hour	\$ 155.00
Professional Land Surveyor I	Per Hour	\$ 125.00
Surveyor Intern II	Per Hour	\$ 95.00
Surveyor Intern I	Per Hour	\$ 80.00
Environmental Professional II	Per Hour	\$ 155.00
Environmental Professional I	Per Hour	\$ 125.00
Environmental Analyst II	Per Hour	\$ 95.00
Environmental Analyst I	Per Hour	\$ 80.00
Certified Scientific Oyster Diver	Per Day	\$1,600.00
Senior Project Manager	Per Hour	\$ 195.00
Project Manager	Per Hour	\$ 130.00
Senior Project Technician	Per Hour	\$ 80.00
Project Technician	Per Hour	\$ 70.00
Sr. Planner/Landscape Architect	Per Hour	\$ 155.00
Planner/Landscape Architect II	Per Hour	\$ 125.00
Planner/Landscape Architect I	Per Hour	\$ 75.00
Senior Designer	Per Hour	\$ 105.00
Designer	Per Hour	\$ 90.00
Geospatial 3D Scanning Data Analyst	Per Hour	\$ 100.00
Geospatial 3D Scanning Data Processor	Per Hour	\$ 85.00
Clerical	Per Hour	\$ 68.00



GIS Project Manager	Per Hour	\$ 145.00
GIS Lead Developer	Per Hour	\$ 130.00
GIS Data Analyst / Manager	Per Hour	\$ 105.00
Senior Pipeline Engineer	Per Hour	\$ 155.00
Pipeline Engineer	Per Hour	\$ 135.00
Pipeline Technician	Per Hour	\$ 110.00
Damage Prevention Inspector	Per Hour	\$ 100.00
Senior Construction Project Manager	Per Hour	\$ 95.00
Construction Project Manager	Per Hour	\$ 88.00
Construction Project Representative	Per Hour	\$ 65.00
Senior Professional	Per Hour	\$ 175.00
Principal In Charge	Per Hour	\$ 235.00

FIELD SURVEY PERSONNEL**Land and Near Shore Survey**

Party Chief	Per Hour	\$ 78.00
Instrument Man	Per Hour	\$ 62.00
Survey Aide	Per Hour	\$ 40.00

Field Survey Crew includes the following equipment:

- Mobile Phone with Data transfer plan
- Navigation GPS System
- Scanner / Printer
- 2-way radios
- Tripod(s), bipod(s), tribrach(s), rod(s), range poles
- 100' tape, chain pins, probe rod(s)
- Other equipment, including hard hats, vests, markers, calculators, and first aid kit necessary for the safe and efficient operation of a field survey crew

2 - Person Field Survey Crew	Per Hour	\$ 145.00
3 - Person Field Survey Crew	Per Hour	\$ 182.00
2 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 235.00
3 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 280.00

Geophysical / Hydrographic Personnel

Senior Surveyor	Per Hour	\$ 95.00
Project Surveyor / Data Processor	Per Hour	\$ 88.00
Geophysical Operator	Per Hour	\$ 73.00



Marine Positioning Personnel

Offshore Party Chief	Per Day	\$1,000.00
Project Surveyor	Per Day	\$ 900.00
Electronics Technician	Per Hour	\$ 75.00

OVERTIME:

Overtime for field personnel will be charged for work after ten (10) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. Overtime for professional and technical personnel will be charged for work after nine (9) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. A minimum 8-hour day will be charged for labor and equipment when shut down due to weather, etc., for reasons beyond TBS's control when operating from a headquarters other than our base offices.

Subsistence Expenses

Reasonable expenses shall be applicable charges for professional staff and consultants while conducting Client's business more than 50 miles from the TBS base office.

Subsistence for TBS Field Crew Personnel when on assignment away from base shall be charged @ \$123.00 per work day. (See Federal Per Diem Rates – CONUS) Subsistence for TBS Field Crew personnel when on assignment away from TBS base facility in or near densely populated areas or in response to natural and or man-made disasters shall be negotiated on a project-specific basis.

UNMANED AERIAL SYSTEM (UAS)

Lidar (UAV)	<i>Price available based upon specific project specifications</i>
Fixed Wing (UAV)	<i>Price available based upon specific project specifications</i>
Quad Copter (UAV)	<i>Price available based upon specific project specifications</i>

SUBSURFACE UTILITY ENGINEERING (SUE)

Quality Level "A & B"	<i>Price available based upon specific project specifications</i>
VacMasters System 4000 Vacuum Excavation Truck w/Crew includes the following equipment:	

Equipment

- Mobile Phone with Data transfer plan
- Navigation GPS System
- Scanner / Printer
- Pneumatic Hammer
- Pneumatic Tamper
- Concrete Saw
- Other equipment, including hard hats, vests, markers, calculators, and first aid kit necessary for the safe and efficient operation of a SUE Locating Crew.

ELECTRONIC SURVEY EQUIPMENT

Electronic Metal Detectors	Per Day	\$ 60.00
Electronic Metal Detectors- RD8000	Per Day	\$ 100.00
Digital Level	Per Day	\$ 150.00



Radio Detection PCM+ Long Range		
Pipe Locator w/Generator	Per Day	\$ 325.00
Ground Penetrating Radar	Per Day	\$ 500.00
Gradiometer / Magnetometer	Per Day	\$ 500.00
Conventional Total Station	Per Day	\$ 175.00
DC Total Station	Per Day	\$ 175.00
GPS Survey Receiver	Per Day	\$ 250.00
Differential Global Positioning System (DGPS)	Per Day	\$ 340.00
Environmental Differential Global Positioning System	Per Day	\$ 75.00
Robotic Total Station	Per Day	\$ 500.00
Robotic Laser Scanner	Per Day	\$ 800.00
GPS Total Station (RTK) System	Per Day	\$ 550.00
Data Collector / Field Computer System	Per Day	\$ 95.00
3D Laser Scanning System	Per Day	\$1,500.00
Mobile Lidar		<i>Price available based upon specific project specifications</i>

MARINE TRANSPORTATION EQUIPMENT

14' Skiff with outboard	Per Day	\$ 125.00
16' Vessel with outboard	Per Day	\$ 225.00
Airboat	Per Day	\$ 700.00
Marsh Master I Amphibious Vehicle	Per Day	\$ 525.00
18'-21' Survey Vessel with dual outboards	Per Day	\$ 550.00
24' Survey Vessel with dual outboards	Per Day	\$ 600.00
25' Survey Spud / Pipe Probing Vessel /		
Barge with dual outboards	Per Day	\$ 725.00

GEOPHYSICAL / HYDROGRAPHIC SURVEY EQUIPMENT

Marine Positioning / Navigation /		
Data Storage Computer System	Per Day	\$ 350.00
Digital Side Scan Sonar	Per Day	\$ 650.00
Proton Magnetometer	Per Day	\$ 650.00
Digital Sub-Bottom Profiler	Per Day	\$ 650.00
Digital Fathometer	Per Day	\$ 300.00
Digital Fathometer (Dual Frequency)	Per Day	\$ 350.00
Hydrographic Jet Ski	Per Day	\$ 300.00
Echoboot	Per Day	\$2,000.00
26' Automated Hydrographic Survey Vessel / System		<i>Price available based upon specific project specifications</i>
28' R2 Sonic Multibeam Survey Vessel / System		<i>Price available based upon specific project specifications</i>



Site Clearance Verification (Trawling Method)	Price available based upon specific project specifications
110' Offshore Geophysical Survey Vessel / System	Price available based upon specific project specifications
Tiburon – Autonomous Underwater Vehicle (AUV)	Price available based upon specific project specifications

MARINE POSITIONING EQUIPMENT

Marine Positioning / Navigation /		
Data Storage Dual Computer System	Per Day	\$1,000.00
Tug Tracking System	Per Day	\$ 275.00
MS 1000 Scanning Sonar System	Per Day	\$ 650.00
MS 1171 Scanning Sonar System	Per Day	\$ 750.00
Gyrocompass	Per Day	\$ 150.00
Motion Reference Unit	Per Day	\$ 200.00

ADDITIONAL EQUIPMENT

Vehicle Transportation	Per Hour	\$ 18.00
Utility Vehicle (UTV)	Per Day	\$ 125.00
Water Jet Probe System (3/4")	Per Day	\$ 75.00
Portable Gasoline Hammer /		
Rod Installation System	Per Day	\$ 150.00
Geo 2000 Smart Pig Tracking Unit	Per Day	\$ 45.00
Environmental Sampling Equipment	Per Day	\$ 200.00
Continuous Recording Water Velocity & Level Meter	Per Day	\$ 400.00
Continuous Recording Salinity, Temperature and		
Height Meter	Per Day	\$ 350.00
Discrete Recording Water Velocity Meter	Per Day	\$ 225.00
Satellite Hotspot	Per Day	\$ 250.00
Four Gas Monitor	Per Day	\$ 50.00

NOTE: ALL EQUIPMENT RATES INCLUDE FUEL, LUBE, MILEAGE, AND INSURANCE. Equipment charges are for services in support of T. Baker Smith, LLC project-related efforts. Bare equipment leases are not available.



1" X 2" X 4'	each	\$ 1.00
1" X 1" X 8'	each	\$ 2.10
1" X 2" X 18"	each	\$.90
2" X 2" X 18"	each	\$ 1.30
2" X 2" X 16'	each	\$ 9.20
Flagging	Per Roll	\$ 2.50
Reflector Tape	Per Foot	\$.50
Cane Poles	each	\$ 5.75
3/4" G.I.P.	Per Foot	\$ 1.70
2" G.I.P.	Per Foot	\$ 2.30
2" PVC Pipe	Per Foot	\$ 1.40
3" PVC Pipe	Per Foot	\$ 1.70
T-Post	each	\$ 11.50
Buoys (Up to 50')	each	\$100.00
Concrete Monuments	each	\$ 85.00
Tide Staffs	each	\$115.00
Aerial Targets	each	\$ 74.00
3D Laser Scan B/W Targets	each	\$ 4.00
3D Laser Scan Retro Targets	each	\$ 2.30
Stainless Steel Deep Rod Monuments w/ PVC Enclosure-(Prices Available Upon Specific Project Requirements)		

Reproduction charges are for services in support of T. Baker Smith, LLC project-related efforts.

Computer System	Per Hour	\$ 20.00/hr.
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Client History Information Portal (CHIPS) - On-line Client Specific GIS System
Subscription/Set-Up Fee negotiable based upon specific applications

**TERMS AND CONDITIONS**

1. Invoices will be due for payment within 30 days of receipt. Any invoice or any portion of any invoice that is not paid on the due date shall be subject to an interest charge. T. Baker Smith, LLC shall have the right to suspend services and withhold deliverables until payment in full, including interest, has been made.
2. If a fee schedule is forwarded, it is confidential and must not be transmitted in whole, or in part to any T. Baker Smith, LLC competitor, company, organization, or person outside the employment or direct control of the Client without the express written consent of T. Baker Smith, LLC. This fee schedule is valid for 2020.
3. Consumables, third-party services, and personnel expenses provided by T. Baker Smith, LLC on the Client's behalf will be invoiced by T. Baker Smith, LLC at cost plus fifteen (15%) percent.
4. Loss or damage to underwater equipment or equipment in the water due to unforeseen underwater hazards while performing such surveys in the aftermath of hurricanes or due to client's negligence (or their subcontractor's negligence) will be charged at replacement cost. Client shall maintain adequate insurance coverage to cover loss of T. Baker Smith, LLC equipment.
5. Emergency Response by T. Baker Smith, LLC for natural and or man-made disasters shall be subject to negotiations of special hazard rates for personnel and equipment.
6. Expert Testimony about the nature or extent of T. Baker Smith, LLC professional services, preparation thereof, and/or standby time shall be charged at the listed rates, (if provided) plus 50%. If a lump sum fee is provided Expert Testimony rates will be discussed and agreed upon prior to starting such services.
7. The Global Positioning (GPS) is the property of (and operated by) the U.S. Department of Defense (DOD). As a result, T. Baker Smith, LLC cannot be held responsible for any positioning degradation or omission of positioning directly attributable to the GPS system.
8. When requested, T. Baker Smith, LLC uses conventional survey methods and electronic locating equipment which may include magnetometers, gradiometers, and others in an effort to locate underground and underwater pipelines and other metal objects in advance of drilling, construction, or abandonment activity. While reasonable efforts are made to locate all pipelines, metal objects or other subsurface obstructions in the surveyed area, the equipment used and the characteristics of pipelines themselves make it impossible to guarantee total success. Accordingly, it is incumbent upon the owners, operators and/or contractors conducting operations including dredging and excavation to conduct their operations with extreme caution and recognize that hazards in addition to those detected and marked by T. Baker Smith, LLC may exist.
9. The standard of care for all professional services performed or furnished by T. Baker Smith, LLC under this Fee schedule will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. T. Baker Smith, LLC represents that, to the best of its knowledge, ability, and professional judgment that all work will be performed safely and in a good and workmanlike manner; and that T. Baker Smith, LLC has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for Client.

2020-0181

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an engineering services agreement with Principal Engineering, Inc. for providing all necessary services for the 2020 East Bank Master Drainage Plan (MDP), Project No. P200601.

WHEREAS, the landscape and development of the East Bank has changed considerably, and a current functioning model is critical in managing impacts on Parish infrastructure; and,

WHEREAS, the St. Charles Parish Council desires to perform a MDP for the East Bank that will improve drainage for the entire East Bank of the Parish; and,

WHEREAS, the attached Agreement between St. Charles Parish and Principal Engineering, Inc. describes the details of the proposed services and compensation; and,

WHEREAS, because of the complexity of the project, it will be implemented in the following areas and phases so as to control project timing:

- Montz
- Norco
- New Sarpy
- Ormond
- Destrehan Pantation
- Plantation Business Center
- Destrehan West
- Destrehan East
- St. Rose
- Dianne Place
- Bar None
- Turtle Pond
- Almedia.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Agreement between St. Charles Parish and Principal Engineering, Inc. for services as required by the Department of Public Works is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2020 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 Principal Engineering, Inc. a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the East Bank Master Drainage Plan project as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer 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 Engineer by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering 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 ENGINEER to perform all necessary professional services in connection with the Project as specified in attached proposal from Principal Engineering, Inc., dated June 11, 2020, and all other requirements in this Agreement.
- 2.2 In general, the Project consists of major elements: including collecting background information, reviewing previous studies, performing hydrologic/hydraulic analyses, and preparing reports.
- 2.3 The Engineer 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 ENGINEER

- 3.1 Engineer shall provide Owner professional engineering 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 Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.
- 3.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Engineer shall provide basic 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 Engineer at project conferences and public hearings.
- 3.6 Planning Phase
 - 3.6.1 Conducting a Planning Meeting Workshop with the Owner.
 - 3.6.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
 - 3.6.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
 - 3.6.4 Preparing a comprehensive Planning Report presenting multiple solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
 - a. Discussion of project background and need.
 - b. Schematic layouts, sketches, or photographs.
 - c. Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - d. Any special material specifications including major equipment specifications.
 - e. A preliminary cost estimate for each alternative.
 - f. Engineer's conceptual opinion of probable costs for the selected alternative.

- g. Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing.
- h. Discussion of the type of additional services that will be needed.
- 3.6.5 Meeting with the Owner and presenting findings of the Planning Report.
- 3.6.6 The Planning Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Planning Services.
 - a. Two (2) copies of the report for review.
 - b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

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 Engineer 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 Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer'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 Engineer 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 Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.

The compensation to the Engineer for the supplemental services, when performed by the Engineer, 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 Engineer 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 Engineer 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 Engineering 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 Engineer 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, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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 Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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 Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Engineer 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 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Montz	\$32,360
Norco	\$171,640
New Sarpy	\$163,500
Ormond	\$340,010
Destrehan Plantation	TBD*
Plantation Business Center	TBD
Destrehan West	TBD
Destrehan East	TBD
St. Rose	TBD
Dianne Place	TBD
Bar None	TBD
Turtle Pond	TBD
Almedia	TBD

* To be determined at the time of the Notice to Proceed.

- 8.2 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer’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 basic engineering services shall be negotiated between Owner and Engineer.
- 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 Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer’s invoice.
- 8.5 For Additional Authorized Services provided by the Engineer 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 Engineer based on an agreed upon hourly rate(s) between the Owner and Engineer. 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 Engineer 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 Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 Engineer 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 Engineer'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 Additional Engineering described in Section 6, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 FUNDS

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

10.0 TERMINATION OR SUSPENSION

- 10.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 10.2 The Engineer, 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.
- 10.3 The Engineer 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.
- 10.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 10.5 Engineer 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.
- 10.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

11.0 INSURANCE

- 11.1 The Engineer 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.
- 11.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

- 11.3 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.
- 11.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 11.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 11.6 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.

12.0 INDEMNIFICATION

Engineer 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 Engineer, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

13.0 WARRANTY

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in Section 13 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, ENGINEER 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 Engineer's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

15.0 OTHER

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

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

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

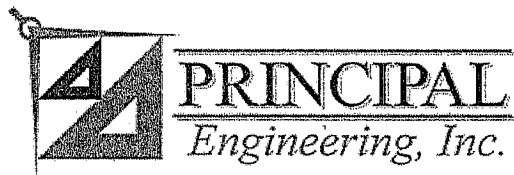
Date:

WITNESSES:

ENGINEER

By:

Date:



1011 N Causeway Blvd, Suite 19 ♦ Mandeville, Louisiana 70471 ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

June 11th, 2020

Attn: Mr. Miles Bingham, Director
 St. Charles Parish Government
 Department of Public Works
 100 River Oaks Drive
 Destrehan, Louisiana 70047

RE: Proposal for Engineering Services
 East Bank Master Drainage Plan

Dear Mr. Bingham,

Principal Engineering, Inc. (Principal) is pleased to submit a fee proposal to perform professional engineering services for the East Bank Master Drainage Plan. For the 13 basins defined on the East Bank, the scope of work generally includes collection of existing drainage information and study, creation and calibration of an existing condition hydrologic and hydraulic (H&H) model in EPA's SWMM for storms of varied rainfall return periods, development of drainage project alternatives to improve drainage, and the preparation of a comprehensive report with probable construction costs, and implementation recommendations. GIS and open source information will be used for model creation. If required, survey will be under separate contract. In the Montz and Ormond basins, existing models will be reviewed and adopted for project alternative modeling.

The following scopes are based on instructions issued in the meeting with St. Charles Parish Dept. of Public Works on May 21st, 2020; and on follow-up correspondence. Unless otherwise noted, the project alternatives will be devised to:

- Avoid structure flooding during the 100-yr rainfall event
- Avoid street flooding during the 25-yr rainfall event

The reduction in 100-yr frequency water stages to avoid structure flooding is primarily accomplished by improvements to major canals, major drainage culverts, detention areas, and/or pumping stations. The reduction in water stages to avoid street flooding is accomplished by lowering stages in the major drainage features to improve outfall conditions for interior drainage features, and if necessary, improvements to roadside ditches, subsurface piping, inlets, and the smaller network of pipes and ditches. Often, major features and small interior features have interdependent effects on each other.

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Montz Basin Scope

The 2019 Montz H&H model was provided by the Parish, and will be adopted for this effort. cursory review of 2019 work shows that it hydraulically represents the major drainage canals, approximates the contributing flows from the basin with hydrologic parameters, and does not include interior modeling or overbank topography. The 10-yr event was modeled. Current scope is limited to review of the 2019 model, and update to project alternatives. See also attached task and sub-task exhibit with man-hour estimates.

Deliverables include:

- Memorandum of Evaluation. Description of the 2019 model framework, capabilities, limitations, and the results of a quality review for obvious errors. Qualitative discussion of the 2019 improvement alternatives.
- Project Alternative Models. Within the existing 2019 model, alter the 2019 project alternatives or generate new alternatives in consultation with the Parish, as appropriate for the model framework. Two (2) improvement alternative schemes are included.
- Project Alternative Memorandum. Written narrative describing the project alternatives, costs, and location map identifying alternatives. Complete model outputs will be included as appendices.

Exclusions from scope are:

- Topographic Survey
- Expansion of 2019 model to add overbank topography, open space storage, or interior drainage features.
- Re-calibration of the model hydrology and hydraulics.
- Overland inundation mapping.
- Structure flooding prediction.

Norco and New Sarpy Basins

H&H models of the major drainage features will be developed from the Parish GIS, LiDAR, and other open source data sources. Review of existing information, existing condition modeling, project improvement modeling, and a comprehensive report are included; comprising a complete drainage modeling study effort. See also attached task and sub-task exhibit with man-hour estimates.

Deliverables include:

- Existing Condition Model. Model the major drainage features in the basin area to include pump stations, canals, ditches, and significant culverts. Model 10-yr, 25-yr, 50-yr, and 100-yr return period rainfall events; and calibrate to available measurements.
- Project Alternative Models. Generate project alternatives in consultation with the Parish. Two (2) improvement alternative schemes are included.

- Comprehensive Report. Written narrative describing the technical approach, data incorporated, modeling methodology, project alternatives, costs, inundation maps, and supporting graphics. Complete model outputs will be included as appendices.

Exclusions from scope are:

- Topographic Survey
- Detailed modeling of interior drainage features.

Ormond Basin

The 2019 Ormond H&H model was provided by the Parish, and will be adopted for this effort. cursory review of 2019 work shows that it included only 863 acres of the total 1440 acres in the Ormond basin, and the model hydraulically represents the major drainage canals, approximates the contributing flows from the basin with hydrologic parameters, and does not include detailed interior modeling. Topography is included with a digital terrain model surface, and the model predicts inundation depths. The 10-yr event was modeled. Current scope includes a) review of the 2019 model, modification of features identified by the Parish; and b) expansion of the model to include the entire Ormond basin, and new project alternative modeling. See also attached task and sub-task exhibit with man-hour estimates.

Deliverables include:

- Memorandum of Evaluation. Summary of 2019 model framework, capabilities, limitations, and the results of a quality review for errors. Qualitative discussion of the 2019 improvement alternatives.
- Expanded Existing Condition Model. Expand the modeled area to include the entire 1440 acre Ormond basin at the same level of detail as the 2019 model. Update hydrology to include 25-yr, 50-yr and 100-yr return period rainfall events.
- Project Alternative Models. With the expanded model, alter the 2019 project alternatives and/or generate new alternatives in consultation with the Parish. Two (2) improvement alternative schemes are included.
- Comprehensive Report. Written narrative describing the technical approach, data incorporated, modeling methodology, project alternatives, costs, inundation maps, and supporting graphics. Complete model outputs will be included as appendices.

Exclusions from scope are:

- Topographic Survey
- Detailed modeling of interior drainage features.


Fee Summary

Each of the thirteen (13) basins located in the East Bank of St. Charles Parish are shown below. Generally, the man-hours to perform modeling were estimated from the total areas and developed areas of each basin (incorporating 2019 models in Montz and Ormond). Developed area requires more intense model architecture, and therefore weights the effort more than undeveloped area. Based on the study criteria discussed with the Parish and experience with past large-scale H&H modeling efforts, we have prepared task & sub-task lists, including employee classifications anticipated to be assigned, and estimated man-hours by classification. Fees will be invoiced according to the number of hours expended by each classification of employee, according to the attached rate schedule, and direct expenses incurred.

No.	Basin	Area (AC.)	Developed Area (AC.)	Proposed Fee
1	Montz	1635	240	\$32,360.00
2	Norco	800	430	\$171,640.00
3	New Sarpy	690	430	\$163,500.00
4	Ormond	1420	1420	-
	a. Evaluate/Revise Ex. Model	863	863	\$110,010.00
	b. Model Remaining Basin	557	557	\$230,000.00
5	Destrehan Plantation	205	Sparse	To Be Determined
6	Plantation Business Ctr.	110	Sparse	To Be Determined
7	Destrehan West	220	50	To Be Determined
8	Destrehan East	310	40	To Be Determined
9	St. Rose	450	135	To Be Determined
10	Dianne Place	220	90	To Be Determined
11	Bar None	70	70	To Be Determined
12	Turtle Pond	700	200	To Be Determined
13	Almedia	475	80	To Be Determined

We look forward to discussing the scope, tasks and fees proposed and we truly appreciate the opportunity to work with St. Charles Parish on these important master drainage plan projects. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Sincerely,
PRINCIPAL Engineering, Inc.


Andre C. Monnot, P.E.
Executive Vice President

HOURLY RATES

BILLABLE RATES PER CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (Licensed PE)	\$200.00
Engineer IV (Senior - Licensed PE)	\$185.00
Engineer III (Mid - Licensed PE)	\$160.00
Engineer II (Junior - Licensed PE)	\$140.00
Engineer I (Graduate BS/MS Engineer or EI)	\$115.00
Senior Architect (Licensed Architect)	\$155.00
Project Architect (Licensed Architect)	\$140.00
Senior Engineering Tech (AS or Equiv.)	\$115.00
CAD Technician III	\$95.00
CAD Technician II	\$80.00
CAD Technician I	\$65.00
Resident Inspector	\$70.00
Office/Business Manager	\$80.00
Clerical/Administrative	\$55.00
Direct Expenses	Exact Amount
Mileage	\$0.55/mile



St. Charles Parish Government
Fee Proposal
East Bank Master Drainage Plan-*Montz Basin*
Submitted By: PRINCIPAL Engineering, Inc.

Expected Personnel Classification, Billable Rate & Man-Hour Estimate							
Classification:		PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	TECHNICIAN	OFFICE MANAGER	Per Task
Rate:		\$200.00	\$160.00	\$140.00	\$95.00	\$60.00	
TASK	DESCRIPTION	Man-Hours					
1.0	Preliminary Data Gathering and Analysis						
1.1	Assemble/Review Parish-Provided & Open Source Data	1	2	24	8	-	35
1.2	Site Visits	-	4	8	-	-	12
1.3	Analyze Existing Models for Relevance and Accuracy	1	16	32	-	-	49
Sub-Total Task 1.0		2	22	64	8	0	96
		\$400.00	\$3,520.00	\$8,960.00	\$760.00	\$0.00	\$13,640.00
2.0	Survey						
2.1	Topographic Survey and Mapping	-	-	-	-	-	0
Sub-Total Task 2.0		0	0	0	0	0	0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.0	Model Building and Reports						
3.1	Delineate Watersheds and Determine Boundary Conditions	-				-	0
3.2	Develop Existing Conditions Model				-	-	0
3.3	Develop Existing Conditions Model (Overland Inundation)				-	-	0
3.4	Calibrate Model					-	0
a.	10 Year Event					-	0
b.	25 Year Event					-	0
c.	50 Year Event					-	0
d.	100 Year Event					-	0
3.5	Develop Unimproved Future Conditions Model					-	0
3.6	Establish Drainage Design Criteria					-	0
3.7	Develop & Model Improvement Projects	1	12	32	-	-	45
3.8	Develop Improvement Model (Overland Inundation)				-	-	0
3.9	Project Preliminary Cost Estimates	0.5	8	12	4	-	24.5
3.10	Prepare Comprehensive Report	1	12	16	24	-	53
Sub-Total Task 3.0		2.5	32	60	28	0	122.5
		\$500.00	\$5,120.00	\$8,400.00	\$2,660.00	\$0.00	\$16,680.00
4.0	Project Status Reports						
4.1	Prepare Status Report with Monthly Invoices	-	4	2		2	8
Sub-Total Task 4.0		0	4	2	0	2	4
		\$0.00	\$320.00	\$140.00	\$0.00	\$60.00	\$520.00
5.0	Meetings						
5.1	Meetings (estimated 4)		6	4		-	10
Sub-Total Task 5.0		0	6	4	0	0	10
		\$0.00	\$960.00	\$560.00	\$0.00	\$0.00	\$1,520.00
Total Man-Hours Per Classification:		4.5	62	129	36	1	237.5
Total Fee:		\$900.00	\$9,920.00	\$18,060.00	\$3,420.00	\$60.00	\$32,360.00

St. Charles Parish Government
Fee Proposal
East Bank Master Drainage Plan- *Norco Basin*
Submitted By: PRINCIPAL Engineering, Inc.

Expected Personnel Classification, Billable Rate & Man-Hour Estimate						
Classification	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	TECHNICIAN	OFFICE MANAGER	Per Task
Rate	\$200.00	\$160.00	\$140.00	\$95.00	\$60.00	
TASK	DESCRIPTION					
	Man-Hours					
1.0	Preliminary Data Gathering and Analysis					
1.1	Assemble/Review Parish-Provided & Open Source Data	2	4	48	20	74
1.2	Site Visits for Orientation	-	3	12	-	15
1.3	Analyze Data for Relevance and Accuracy	2	20	60	-	82
	Sub-Total Task 1.0	4	27	120	20	171
		\$800.00	\$4,320.00	\$16,800.00	\$1,900.00	\$23,820.00
2.0	Survey					
2.1	Topographic Survey and Mapping	-	-	-	-	0
2.2	Survey Coordination & Accuracy Verification	-	-	-	-	0
	Sub-Total Task 2.0	0	0	0	0	0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.0	Model Building and Reports					
3.1	Delineate Watersheds and Determine Boundary Conditions	-	4	24	40	68
3.2	Develop Existing Conditions Model	2	30	174	-	206
3.3	Develop Existing Conditions Model (Overland Inundation)	2	37	94	-	133
3.4	Calibrate Model	-	-	-	-	0
a.	10 Year Event	-	4	30	-	34
b.	25 Year Event	-	2	12	-	14
c.	50 Year Event	-	2	12	-	14
d.	100 Year Event	-	2	12	-	14
3.5	Develop Unimproved Future Conditions Model	2	30	62	-	94
3.6	Establish Drainage Design Criteria	2	3	12	-	17
3.7	Develop & Model Improvement Projects	2	20	118	-	140
3.8	Develop Improvement Model (Overland Inundation)	2	15	62	-	80
3.9	Project Preliminary Cost Estimates	1	12	32	-	57
3.10	Prepare Comprehensive Report	3	62	25	46	136
	Sub-Total Task 3.0	16	224	669	98	1007
		\$3,200.00	\$35,840.00	\$93,660.00	\$9,310.00	\$142,010.00
4.0	Project Status Reports					
4.1	Prepare Status Report with Monthly Invoices	-	5	2	-	9
	Sub-Total Task 4.0	0	5	2	0	9
		\$0.00	\$800.00	\$280.00	\$0.00	\$1,200.00
5.0	Meetings					
5.1	Meetings (estimated 8)	2	14	10	6	32
	Sub-Total Task 5.0	2	14	10	6	32
		\$400.00	\$2,240.00	\$1,400.00	\$570.00	\$4,610.00
	Total Man-Hours Per Classification	22	270	801	124	1219
	Total Fee	\$4,400.00	\$43,200.00	\$112,140.00	\$11,780.00	\$171,640.00

St. Charles Parish Government
Fee Proposal
East Bank Master Drainage Plan- *New Sarpy Basin*
Submitted By: PRINCIPAL Engineering, Inc.

Expected Personnel Classification, Billable Rate & Man-Hour Estimate						
Classification:		PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	TECHNICIAN	OFFICE MANAGER
Rate:		\$200.00	\$160.00	\$140.00	\$95.00	\$60.00
TASK	DESCRIPTION	Man-Hours				
1.0	Preliminary Data Gathering and Analysis					
1.1	Assemble/Review Parish-Provided & Open Source Data	2	4	48	20	-
1.2	Site Visits for Orientation	-	3	12	-	-
1.3	Analyze Data for Relevance and Accuracy	2	20	60	-	-
	Sub-Total Task 1.0	4	27	120	20	0
		\$800.00	\$4,320.00	\$16,800.00	\$1,900.00	\$0.00
2.0	Survey					
2.1	Topographic Survey and Mapping	-	-	-	-	-
2.2	Survey Coordination & Accuracy Verification	-	-	-	-	-
	Sub-Total Task 2.0	0	0	0	0	0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.0	Model Building and Reports					
3.1	Delineate Watersheds and Determine Boundary Conditions	-	4	24	40	-
3.2	Develop Existing Conditions Model	2	24	160	-	-
3.3	Develop Existing Conditions Model (Overland Inundation)	2	30	84	-	-
3.4	Calibrate Model	-	-	-	-	-
a.	10 Year Event	-	4	28	-	-
b.	25 Year Event	-	2	12	-	-
c.	50 Year Event	-	2	12	-	-
d.	100 Year Event	-	2	12	-	-
3.5	Develop Unimproved Future Conditions Model	2	24	52	-	-
3.6	Establish Drainage Design Criteria	2	3	12	-	-
3.7	Develop & Model Improvement Projects	2	18	100	-	-
3.8	Develop Improvement Model (Overland Inundation)	2	16	60	-	-
3.9	Project Preliminary Cost Estimates	1	12	30	20	-
3.10	Prepare Comprehensive Report	3	60	24	78	-
	Sub-Total Task 3.0	16	201	610	138	0
		\$3,200.00	\$32,160.00	\$85,400.00	\$13,110.00	\$0.00
4.0	Project Status Reports					
4.1	Prepare Status Report with Monthly Invoices	-	5	2	-	2
	Sub-Total Task 4.0	0	5	2	0	2
		\$0.00	\$800.00	\$280.00	\$0.00	\$120.00
5.0	Meetings					
5.1	Meetings (estimated 8)	2	14	10	6	-
	Sub-Total Task 5.0	2	14	10	6	0
		\$400.00	\$2,240.00	\$1,400.00	\$570.00	\$0.00
Total Man-Hours Per Classification:		22	247	742	164	2
Total Fees:		\$4,400.00	\$39,520.00	\$103,880.00	\$15,580.00	\$120.00
						\$163,500.00

St. Charles Parish Government
Fee Proposal
East Bank Master Drainage Plan- *Ormond Basin*
Submitted By: PRINCIPAL Engineering, Inc.

Expected Personnel Classification, Billable Rate & Man-Hour Estimate						
Classification	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	TECHNICIAN	OFFICE MANAGER	Per Task
Rate	\$200.00	\$160.00	\$140.00	\$95.00	\$60.00	
TASK	DESCRIPTION	Man-Hours				
1.0	Preliminary Data Gathering and Analysis					
1.1	Assemble/Review Parish-Provided & Open Source Data	3	18	120	100	241
1.2	Site Visits for Orientation	-	14	56	-	70
1.3	Analyze Existing Models for Relevance and Accuracy	3	82	270	-	355
	Sub-Total Task 1.0	6	114	446	100	666
		\$1,200.00	\$18,240.00	\$62,440.00	\$9,500.00	\$91,380.00
2.0	Survey					
2.1	Topographic Survey and Mapping	-	-	-	-	0
2.2	Survey Coordination & Accuracy Verification	-	-	-	-	0
	Sub-Total Task 2.0	0	0	0	0	0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.0	Model Building and Reports					
3.1	Delineate Watersheds and Determine Boundary Conditions	-	13	80	100	198
3.2	Develop Existing Conditions Model	1	86	240	-	327
3.3	Develop Existing Conditions Model (Overland Inundation)	1	52	100	-	153
3.4	Calibrate Model	-	-	-	-	0
a.	10 Year Event	-	4	34	-	38
b.	25 Year Event	-	1	12	-	13
c.	50 Year Event	-	1	12	-	13
d.	100 Year Event	-	1	12	-	13
3.5	Develop Unimproved Future Conditions Model	2	34	68	-	104
3.6	Establish Drainage Design Criteria	2	4	14	-	20
3.7	Develop & Model Improvement Projects	2	68	190	-	260
3.8	Develop Improvement Model (Overland Inundation)	1	52	190	-	243
3.9	Project Preliminary Cost Estimates	1	20	50	20	91
3.10	Prepare Comprehensive Report	3	100	46	90	239
	Sub-Total Task 3.0	13	441	1048	210	1712
		\$2,600.00	\$70,560.00	\$146,720.00	\$19,950.00	\$239,830.00
4.0	Project Status Reports					
4.1	Prepare Status Report with Monthly Invoices	-	7	4	-	15
	Sub-Total Task 4.0	0	7	4	0	15
		\$0.00	\$1,120.00	\$560.00	\$0.00	\$1,920.00
5.0	Meetings					
5.1	Meetings (estimated 8)	2	20	18	8	48
	Sub-Total Task 5.0	2	20	18	8	48
		\$400.00	\$3,200.00	\$2,520.00	\$760.00	\$6,880.00
Total Man-Hours Per Classification		21	582	1516	318	2441
Total Fee:		\$4,200.00	\$93,120.00	\$212,240.00	\$30,210.00	\$340,010.00