

2019-0018

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 19-2-5

An ordinance requesting authorization for St. Charles Parish to award a Data Collection and Reporting Professional Services Agreement for the Upper Barataria Basin Risk Reduction Study, a critical part of the USACE Chief's Report for UBBRR Levee Alignment, SCP Project # P190101.

WHEREAS, the USACE Chief's report is needed in order to qualify for Federal Dollars for 100 Year Levee Flood Protection Projects. This study will provide needed data to qualify for a positive cost benefit to justify the 100 Year Levee Protection Projects; and,

WHEREAS, the Data Collection and Reports Services will consist of four major tasks.

- 1) Compile and Standardize Parish Economic and Traffic Data
- 2) Establish Vehicle Activity from Traffic Analysis for Modeling
- 3) Assessment of Economic Impact of Interrupted Use of Highway 90 and BNSF Rail Service through St Charles Parish, In-Parish and Wider Economic Areas
- 4) Documentation of Economic Impact of Interrupted Use of Highway 90 and BNSF Rail Service through St Charles Parish, In-Parish and Wider Economic Areas; and,

WHEREAS, the St Charles Parish USACE Chief's Report Team to develop a final report for the justification of the Hwy 90 Alignment as being the most feasible and best cost benefit for the 100 Year Levee Alignment includes the SCP Levee Team, Planning & Zoning Department, Economic Development & Tourism Department, Engineering Consultant and Right of Way Consultant; and,

WHEREAS, the St Charles Parish USACE Chief's Report Team has reviewed the proposal from Urban Systems Inc. to provide the Upper Barataria Basin Risk Reduction Study, a critical part of the USACE Chief's Report for UBBRR Levee Alignment and recommends approval of the Agreement to include a 6 month time frame for completion of the Report from the execution of the Agreement and to set the maximum compensation lump sum amount at \$142,000.00, per the Urban Systems Inc. proposal dated January 15, 2019.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Proposal from Urban Systems Inc. dated January 15, 2019 for the Upper Barataria Basin Risk Reduction Study is hereby approved and accepted in the amount of \$142,000.00.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, FLETCHER

And the ordinance was declared adopted this 4th day of February, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: February 15, 2019

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: February 11, 2019

AT: 10:15am RECD BY: [Signature]



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 11th day of February, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **Urban Systems Inc.**, a Louisiana Corporation acting herein and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P190101** titled **Data Collection UBBRR Chief Report.**

1. GENERAL

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

2. SERVICES OF THE CONSULTANT

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

The consultant will conduct an economic assessment with a series of analyses focused on transportation of goods and people along US Highway 90 and the BNSF rail corridor as they transit St. Charles Parish.

To measure and quantify the economic value of vulnerable transportation conduits which pass through St. Charles Parish, to establish the "costs" of disruption to commerce and other quantifiable impacts should the conduits be disabled by a flood/natural disaster event.

The study will also quantify impacts associated with disruption of access to roads and rail routes connected by the US-90/BNSF corridor as it passes through St. Charles Parish, describing the potential impacts to surrounding economies, both within and outside to St. Charles Parish, in an emergency situation where access to the highway and the railway is interrupted.

Greater detail of services is included in the attached scope of work (See Exhibit A).

3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of six (6) months from the date of the Agreement.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is a Lump Sum amount, paid by monthly invoices based on a percent completion of the project, as determined by the Owner.
- b. Total compensation for the completion of the Scope of Services described in Section 2B and Exhibit A, shall be billed at an agreed Lump Sum amount by individual task for an not exceed total amount of \$142,000.
- c. Such payment to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S approved invoice by OWNER.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.
- b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER will provide reasonable access to its public property, to include road bridges and right-of-ways, necessary to perform its scope of services.
- d. All deliverables, as described in Exhibit A of this AGREEMENT, generated by consultant in connection with this AGREEMENT shall be the property of OWNER and shall be delivered to OWNER by CONSULTANT within thirty (30) days of termination or conclusion of this AGREEMENT.

6. TERMINATION

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

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies provided by the CONSULTANT.
- g. OWNER may examine all insurance policies prior to acceptance.
- h. For all purposes under Louisiana law, the CONSULTANT principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

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

12. NOTICE:

Any notifications under this Agreement shall be directed to the addresses set forth below, unless this Agreement is otherwise amended in writing:

Urban Systems, Inc.
 Attn: Michael P. Palamone
 2000 Tulane Avenue, Suite 200
 New Orleans, LA 70112
 Ph 504.523.5511

St. Charles Parish
 Attn: Sam Scholle
 Post Office Box 302
 Hahnville, LA 70057

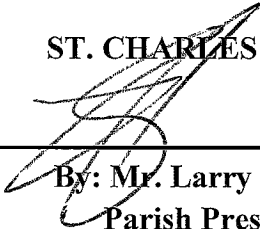
With a copy to:
Office of Director of Public Works
 Attn: Ruby Dennis
 P. O. Box 302
 Hahnville, LA 70057

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

ATTEST

R. S. Delibessy

ST. CHARLES PARISH



By: Mr. Larry Cochran
Parish President

ATTEST

Jayce Q. Taylor

URBAN SYSTEMS INC.



By: Michael P. Palamone
Principal/ Board of Directors

Exhibit A.

Corey Fauchaux
St. Charles Parish
Economic Development & Tourism
15045 River Road
Hahnville, Louisiana 70057

January 15, 2019

Subject: Analysis of the economic impacts of US Highway 90 and the BNSF freight rail corridors that connect St. Charles Parish.
USI Proposal: 18P143

Dear Mr. Fauchaux,

Thank you for considering Urban Systems in association with TMG Consulting for Proposal for Economic Impact and Resilience Study of US-90 in and around St. Charles Parish, Louisiana. We are pleased to present the following proposal for an analysis of the economic impacts of US Highway 90 and the BNSF freight rail corridors that connect St. Charles Parish and the impact of US-90 as an evacuation route during crises.

While the analysis will focus on the value of commerce and economic activity enabled by the two corridors, the goal will be to illustrate the critical importance of maintaining these corridors for transportation and commerce to the parish, the region and the state as well as national industries impacted by a failure of a critical transportation infrastructure due to a catastrophic event. Data pertaining to the economy of St. Charles Parish and its role in regional/national supply chains will be compiled and analyzed to measure the impact of an interruption in the corridors due to a hurricane. As discussed, assistance from the Parish to support data collection is critical. Our team will assure that all sensitive material/Data is necessary for a properly completed report and will be held confidentially, and aggregated or obscured.

We will also consider the resilience and evacuation impacts of US-90 and any adapted use of the BNSF rail network in evacuation procedures, and how disruption of the road and rail infrastructure could impact evacuation and repopulation activities of South Louisiana.

In the following sections please find the proposed *Scope of Work*, followed by the *Project Cost, Timeline, and Deliverables*.

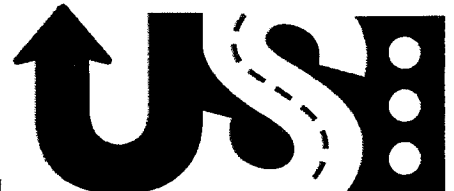
I have also attached background material on the two firms and the Key Personnel that will lead the project.

Please review our proposal and advise of any comments.

Thank you,

Michael P. Palamone
Principal/Board of Directors

URBAN SYSTEMS inc.



Project: Economic Value Projection for US Highway 90 and BNSF Rail Corridor in St. Charles Parish, Interrupted Use Impacts

Scope of Work

The consultants will conduct an economic assessment with a series of analyses focused on transportation of goods and people along US Highway 90 and the BNSF rail corridor as they transit St. Charles Parish. The Consultants will draw from our previous experience in this region and others in the North American continent in producing the report. The scope of work is described below.

To measure and quantify the economic value of vulnerable transportation conduits which pass through St. Charles Parish, to establish the “costs” of disruptions to commerce and other quantifiable impacts should the conduits be disabled by a flood/natural disaster event. The evaluation will focus on US Highway 90 and, with available data, the BNSF railroad section from Des Allemandes leading to Avondale. The analysis of economic impacts will be used to describe the wider regional, state, and national impacts of disruptions.

The study will also quantify impacts associated with disruption of access to road and rail routes connected by the US-90/BNSF corridor as it passes through St. Charles Parish, describing the potential impacts to surrounding economies, both within and outside to St. Charles Parish, in an emergency situation where access to the highway and the railway is interrupted.

Task I: Compile and Standardize Parish Economic and traffic Data

The consultants will obtain data from parish officials, stakeholders identified through parish officials, other stakeholders with reliable data, and original research; research data may be compiled from public sources such as the Bureau of Economic Analysis, the Bureau of Labor Statistics, and the U.S. Census, as well as from pay-for-data subscriptions, such as Pitney Bowes' AnySite. The process of compilation will seek to rationalize the data for analysis and modeling outputs characterizing spending, earnings, jobs, and tax revenues (see **Task III** below). The value of inputs and outputs of significant manufacturing facilities/industries that function in value chains beyond the parish will be researched to inform analysis of wider impacts at the regional, state and national level.

Data Collection & Analysis:

1. Obtain data from parish officials and original research, compile and standardize information to represent measurable economic activity in the parish, use the data as

inputs in order to model the parish economy, characterizing spending, earnings, jobs, and tax revenues; *identify and estimate qualitative* aspects of the parish economy using a supportable methodology and/or comparative data;

2. The Consultants will Perform traffic data collection, analyze and establish the motor vehicle activity on US90 and the contribution of US90 to transportation of people and goods in the parish and how the roadway connects to the larger regional transportation system, differentiate by type of vehicle and activity type;
3. Analyze rail data on the BNSF rail corridor supplied by the parish to characterize economic activity supported by rail freight through the parish, supporting wider impacts assessment;
4. Access other data from Consultants archives on resilience and evacuation after-action reports, access Census records to establish diaspora effects of evacuations;
5. Create analysis applying measured contribution of US90, and the BNSF rail corridor, to parish transportation system and project impacts to parish economic activity reliant on US90; and
6. Document data and analysis in draft and final report and slide presentation deck to report results.

Task II: Establish Vehicle Activity from Traffic Analysis for Modeling

The consultants will collaborate in analyzing and defining the vehicle traffic activity on US Highway 90 at appropriate activity peaks. This analysis will be used to characterize the impact of disrupted automotive traffic to the economy of the parish; given a sufficient impact to overall parish mobility. This analysis will also support assessment of wider economic impacts beyond the parish itself.

The vehicle traffic activity will be used to establish a basis for quantifying the economic value of US 90 as an evacuation corridor.

The consultants will collaborate with parish officials to obtain relevant data on freight rail traffic on the BNSF corridor paralleling US Highway 90 while transiting through St. Charles Parish. This data will be used to support analysis of the impacts of disrupted rail traffic on the parish and wider areas of the national economy. Research will be conducted on previous evacuation efforts involving rail evacuations, and analysis of established data will model possible evacuation scenarios. *Note: analysis and modelling of these impacts is dependent on third-party data and cannot be performed without access to the data.*

Model Inputs:

1. Origin and destination information for the traffic for the parish, segmentation by type of vehicle and peak activity.

2. Freight loading and other rail activity information detailing freight activity on the BNSF corridor between Des Allemands and Avondale, Louisiana. Any formal evacuation plans specifying passenger rail modes, such as Amtrak, and any research or after-action documentation describing passenger rail evacuation on freight rail service lines.
3. Information about the economic activity generated within the parish, likely the aggregated tax revenues collected and the applicable rates (State of Louisiana departments such as labor and revenue could probably help with modeling whatever could not be accessed from the parish; everything would be aggregated).
4. Some opportunity to understand the workings of major industries and employers in the parish, both a reasonable amount of time and perhaps some introductions to conduct interviews. We would need to be able to figure out how the major economic drivers operate to refine the model. If aggregate data is available via the Parish Office for Economic Development, it can be used to supplement whatever research can be had.

Task III: Assessment of Economic Impact of Interrupted Use of Highway 90 and BNSF Rail Service through St. Charles Parish, In-Parish and Wider Economic Areas

The consultants will use results derived from **Tasks I and II** to characterize the economic impacts of an interrupting event that would stop transportation on US Highway 90 and the parallel BNSF rail corridor. This output will characterize spending, jobs and tax revenues as standard economic metrics. Where qualitative impacts have been identified, these will be estimated where supported and described as well.

1. Research and categorize economics drivers in the parish, determine the size and scale of employment, revenues, produced goods and economic values. Memorialize and estimate observed *qualitative* aspects of the parish economy, organize materials to reflect impacts that will affect the parish, the region, the state and the nation.
2. Characterize economic categories, industrial, wholesale, commercial, and retail, compare employment with established economic impact reports.
3. Apply origin and destination analysis to the economic model to:
 - a. characterize the suspended or permanently lost economic impact in terms of spending, earnings, jobs, and taxes. This would be at least two buckets, what is suspended while the roads and rails are blocked and what will never be regained (an example would be the increased interest costs because the sale of goods was delayed); and
 - b. quantify the value of US 90 as an evacuation route, including analysis of supported impacts outside of St. Charles Parish.

- c. describe scenarios and capacity for rail evacuation using BNSF freight service rail connections, and apply models to quantify economic value of the rail evacuation corridor.

Task IV: Documentation of Economic Impact of Interrupted Use of Highway 90 and BNSF Rail Service through St. Charles Parish, In-Parish and Wider Economic Areas

The results of the foregoing tasks will be summarized in a focused report, which will be prepared in draft form for review and revised to address comments and notes from the review process, resulting in a final report for submission. The consultants will also prepare and present a summarizing slide deck.

1. Identified aspects of the parish economy will be indicated and measured, using supportable methodologies. Moreover, given accessible data on rail activity through the parish and information and critical industries in the parish, projections of wider economic impacts, including evacuation impacts, beyond the parish, into the region, the state, and the nation, can be crafted.
2. Produce the report supporting the modeling, analysis and table outputs, with presentation materials like a slide deck, etc.

Project Cost, Timeline and Deliverables

The deliverable will be an electronic copy of a full report, following discussion and mutual acceptance of a draft report with a summary of findings, methodology description, and appropriate graphics, 6 copies of the draft report and a Digital CD can be ready for client review within four to five months from notice-to-proceed. We anticipate NTP by January 14, 2019.

Meetings, schedule and Cost:

The Consultant Team anticipates 8 meeting during this process:

- Kick-Off Meeting with Parish officials
- 3 meetings during the model inputs phase including potential stakeholders
- 2 meetings during the process phase
- Final Draft meeting
- Presentation to Parish officials
- Meeting to brief designated officials, CPRA, etc.

We anticipate project duration to be 4- 6 months. We propose a Lumpsum amount of \$142,000.00 Inclusive of all Labor, overhead, fees and expenses to complete the project. We will invoice on a month basis reflecting a percent complete for that time period.