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Shawn Preston, Sr.

Joni Tuck

## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

**Duplantis Design Group, PC**  
314 East Bayou Road  
Thibodaux, LA 70301

**Re:** Rienzi/North Canal Drainage Area Study  
Proposals Dated 9/5/2017 (Attached)

**NLLD Project No:** SP-1046

Attn: Heather Klingman,

The North Lafourche Conservation, Levee and Drainage District (NLCLDD) requests Duplantis Design Group, PC (DDG) to provide professional services as described below:

SCOPE of WORK:

**Task 1 – INFORMATION GATHERING**

DDG shall gather data on the forced drainage areas to include LIDAR information and any previously prepared forced drainage evaluations to create exhibits showing existing conditions and all major drainage features. Meet with NLCLDD, City of Thibodaux, Lafourche Parish Government, etc. as necessary to solicit concerns based on real issues during rain events. Develop a determined scope of work for areas requiring supplemental information to be gathered during Task No. 2. Submit a preliminary report to NLCLDD of the area specific drainage issues so that a prioritized scope of work can be determined for Task No. 2.

**Task 2 – CONSTRUCTION LAYOUT**

DDG shall carryforward all information gather in Task No. 1 and commence with topographical survey work as needed to continue to evaluate and finalize the existing conditions of the Rienzi/North Canal Force Drainage Area. Evaluate all existing and gathered information to generate a list of recommended improvement areas. Continue evaluation of these areas by performing drainage area and capacity calculations.



Prepare and forward a preliminary list of recommended improvements for the NLCLDD to review. NLCLDD will comment on the recommended improvements and meet with DDG to discuss. DDG will prepare a finalized report for the NLCLDD use that will include an engineered estimated cost for the projects, detail the project impact areas, generalize the upcoming and ongoing development in these areas, address the area demographics along with any and all relevant information for a proactive plan so that the NLCLDD can prioritize these projects.

COMPENSATION:

All work will be compensated on a time and materials basis using the current Duplantis Design Group, PC Labor and Equipment Fee Schedule (Effective 2/27/16) attached and made part of this Agreement. All services will be billed monthly. An estimate of costs is as follows:

Task No. 1	\$ 13,000.00
Task No. 2	\$ 50,000.00
<b>TOTAL</b>	<b>\$ 63,000.00</b>

No payments in excess of the above estimates will be paid by the NLCLDD unless this agreement is modified in writing by mutual consent of both parties prior to the expenditure of any additional expense. It is further understood that any work performed under this letter agreement that coincides and/or duplicates compensated services under any future engineering agreement will merit a deductive adjustment to the future agreement for those coinciding services.

STANDARD OF PERFORMANCE:

The standard of care for all professional services performed or furnished by Duplantis Design Group, PC under this agreement will be the care and skill ordinarily used by members of the professional practices under similar circumstances at the same time and in the same locality.

Duplantis Design Group, PC represents that, to the best of its knowledge, ability, and professional judgment, it is an expert in its field; that all work will be performed safely and in a good and workmanlike manner; that Duplantis Design Group, PC has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for the NLCLDD.

Duplantis Design Group, PC agrees to indemnify the NLCLDD from and against any damages, losses, claims, adjustments, suits, penalties, fines, demands, expenses (including reasonable attorney's fee or other expenses) or causes of action directly or indirectly resulting from any breach of "the applicable standards of care."

INDEMNIFICATION:

Duplantis Design Group, PC will defend, indemnify, save and hold harmless the NLCLDD from and against all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of Duplantis Design Group, PC, its agents, servants and employees, and any and all cost, expense and/or reasonable attorney fees incurred by the NLCLDD as a result of any such claims, demands, and/or causes of action except those claims, demands and/or causes of action arising out of the negligence of the NLCLDD.

This Indemnity agreement does not extend to any actual or alleged negligence of the NLCLDD, its contractors, sub-contractors, consultants, or agents.

TERMINATION:

This agreement shall terminate immediately upon written notification of its termination by the NLCLDD to Duplantis Design Group, PC, or upon execution of a more formal agreement by Duplantis Design Group, PC with the NLCLDD for a project that would be a continuation of the work performed under this Agreement. In the event that a formal agreement is reached with a different engineering firm that would be considered, in the judgment of the NLCLDD, a continuation of the work contemplated under this Agreement, then this Agreement shall be immediately terminated.

WORK PRODUCT:

The work product prepared by Duplantis Design Group, PC under this Agreement shall be the property of the NLCLDD.

REPORTING:

Duplantis Design Group, PC shall, as a condition of this Letter Agreement for Professional Services, provide a Monthly Project Status Report at least two business days prior to scheduled NLCLDD monthly meetings, in the format provided. Attached and made part of this contract is a Monthly Status Report template that must be used to provide these monthly status reports to the District.


INSURANCE:


Duplantis Design Group, PC shall maintain professional liability insurance for work performed under this Agreement.

This agreement, together with the enclosures and attachments, constitutes the entire agreement between the NLCLDD and Duplantis Design Group, PC. It may only be amended, supplemented, or modified, by a duly executed written instrument.

If you are in agreement with the terms and conditions outlined within, please execute this document in duplicate at the appropriate location below and return an original to our office. If you have any questions, comments or are in need of additional information, please contact our office.

Agreed to this date 10-6-2017

  
Dwayne Bourgeois, Executive Director  
North Lafourche Levee District

  
Heather Klingman, PE  
Duplantis Design Group, PC

Civil Engineering Proposal  
Rienzi / North Canal Drainage Area Study  
City of Thibodaux and Surrounding Areas  
Lafourche Parish, Louisiana  
August 7, 2017  
(Revised September 5, 2017)  
DDG #17-398



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August 7, 2017  
(revised September 5, 2017)

Dwayne Bourgeois, Executive Director  
North Lafourche Conservation Levee & Drainage District (NLCLDD)  
P.O. Box 309  
Thibodaux, LA 70302-0309

RE: Rienzi / North Canal Drainage Area Study  
City of Thibodaux & Surrounding Areas  
Lafourche Parish, Louisiana  
DDG Project No. 17-398

Dear Mr. Bourgeois:

Please allow this letter to serve as our proposal to provide engineering support and analyses for the development of a Drainage Study for the Rienzi / North Canal Drainage Area, located in Lafourche Parish, Louisiana. DDG proposes to conduct the services described herein on a time and materials basis with a not to exceed limit. The not to exceed limit is based on various assumptions regarding the level of effort required for survey and evaluations. Once the initial data gathering tasks are complete, the scope of the surveying and field investigation efforts may need to be adjusted in coordination with the NLCLDD. Fees for the project are detailed within the scope of work on pages A-1 through A-3.

The proposed engineering services contained herein are based on the information provided through phone calls, email correspondence, a meeting held with NLCLDD and David Duplantis on July 13, 2017, DDG's existing knowledge of the Basin based on previous work in the area, and the following attachments:

- Attachment A – Scope of Work and Cost Proposal
- Attachment B – Rate Sheet
- Attachment C – Drainage Basin Exhibits

DDG appreciates the opportunity to provide these services to the NLCLDD. If the services described in this proposal are acceptable, DDG will assist the NLCLDD in completing and executing NLCLDD's standard letter agreement for professional services.

This proposal shall be considered valid for sixty (60) days from the proposal date.

Sincerely,  
Duplantis Design Group, PC

A handwritten signature in black ink that reads "Heather R. Klingman".

Heather Klingman, PE  
Principal

# Attachment A – Project Background, Scope of Work, & Project Assumptions

## Project Background

The Rienzi / North Canal Drainage Basin includes approximately +/-1900 acres of land at the northern tip of Lafourche Parish as shown in Exhibit 2 (included under Attachment C). The Basin is generally bounded by St. Patrick Hwy to the West, Bayou Lafourche to the South, natural ridges and man-made canals to the east, and the Eighty Arpent Canal to the north. The Basin is comprised of a mixture of land uses, including commercial, residential, and agricultural. The Basin generally drains north to the Eighty Arpent Canal, which is located at the northern end of the Basin.

Due to drainage issues encountered within the Basin, NLCLDD has requested that DDG investigate the existing conditions to determine areas of deficiency that can be identified, studied, and subsequently addressed to improve the overall efficiency of the drainage system within the Basin. The investigation will focus on the existing conveyance systems out to the Eighty Arpent, the Eighty Arpent Canal, and the existing subsurface drainage systems throughout the Basin as needed to identify specific problem areas.

The Basin is located mostly within the limits of the City of Thibodaux, but the northernmost portion of the basin is located outside of the City limits. This study will evaluate the drainage basin as a whole without regard to the municipal boundaries so that the recommendations included in the study area are based on their effectiveness at improving the drainage within the overall basin as opposed to jurisdictional boundaries.

Within the last several years, Northern Lafourche parish has seen a significant rise in new residential construction. DDG will evaluate and take this trend into consideration when evaluating the drainage basin and recommended improvements.

DDG proposes to take a step-by-step approach to this investigation. A detailed scope of work and the proposed phases are included in the next section of the proposal

## Scope of Work

### Phase 1 – Information Gathering

The following activities are included with this phase:

- Gather existing Lidar information.
- Set up an existing conditions exhibit showing all major drainage features, developed areas, and main drainage routing.
- Gather all known studies completed for the Basin and evaluate as it relates to future planned improvements.
- Meet with NLCLDD, City of Thibodaux, Lafourche Parish government, and large land holding companies within the study area to gather any reports that DDG may not have copies of, thoughts and experience on specific problem areas/issues, and knowledge of any future large-scale developments within the study area.
- Review additional information gathered at meetings and establish a scope of work for any necessary topographic survey and field investigations.
- A memo will be submitted to the NLCLDD outlining the existing drainage basin conditions and the established scope of work moving forward into the next task. Any modifications to the proposed scope of work will be addressed prior to commencing with Phase 2.

**DDG Phase 1 Fee: \$13,000**

**Phase 1 Duration: 4 weeks**

### Phase 2 – Field Investigation / Survey / Recommendations & Report Preparation

The following activities are included with this phase:

- Commence topographic survey work and field investigations to evaluate the existing conditions of the Basin.
- The extent of the survey work that will be required will not be known until the end of Phase 1 / beginning of Phase 2, as such, DDG has assumed a not to exceed fee of \$10,000 for topographic survey work. If it is determined during the course of the investigation that the required survey will exceed the \$10,000 limit, DDG will coordinate with the NLCLDD for additional services.
- Evaluate information obtained from survey and field investigations and generate an initial list of recommended improvements. The initial list of recommendations will be determined through observation and an understanding of the hydrology and drainage in the study area, previous reports, and interviews of individuals with direct knowledge of the Basin.
- Further evaluate areas in need of improvements by performing drainage area and capacity calculations.
- The initial list of recommendations will be submitted to the NLCLDD for review and comment. Any modifications to the initial list of recommended improvements will be addressed prior to preparing the report.
- DDG will prepare the final deliverable in the form of a written report that details the existing conditions of the Basin and outlines the recommended improvements.
- The recommended improvements will be prioritized and will include an associated order of magnitude cost for the improvements.

**DDG Phase 2 Fee: \$40,000**

**Survey Cost: \$10,000 subject to change based on actual data needs**

**Task Duration: 16 weeks**

### Project Summary

Phase	Phase Description	Task Duration (weeks)	Cumulative Duration (weeks)	DDG Fee	Survey Fee	Total
1	Information Gathering	4	4	\$13,000		\$13,000
2	Field Investigation / Survey / Recommendations & Report Preparation	16	20	\$40,000	\$10,000	\$50,000



## Project Assumptions

The project assumptions below are believed to be reasonably accurate at the time this proposal was prepared based on the information available. These items are not to be deemed as statements of fact but only assumed parameters used in the preparation of the fees associated with this project. Changes to these parameters during the course of the project may result in decreased or increased fees.

- DDG will be provided any and all existing data relevant to the Basin for review and incorporation into the study.
- Cost of surveys described in phase 2 will be updated based on an actual proposal from a survey subconsultant once the detailed scope of survey work is determined. The increase or decrease of the fees associated with this phase will be coordinated with the client and will be included in a formal contract amendment. Any fee increase will be coordinated with the client prior to commencement of the work.
- Detailed modeling services are not included in the scope of this proposal. It is assumed that detailed modeling efforts for each of the recommended improvements will be conducted at a later date when that particular recommended improvement is approved for a separate project.
- Detailed design of proposed improvements is not included in the scope of this work.
- Wetland delineation, environmental permitting, and consultation with the U.S. Army Corps of Engineers/DNR is not included with this scope of work. If the client would like DDG to provide these services, an additional services request can be submitted.



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**Attachment B – Rate Sheet**  
**(Effective 2/27/16)**

Executive.....	\$155.00 - \$170.00/hour
Principal.....	\$145.00 - \$155.00/hour
Senior Associate.....	\$135.00 - \$145.00/hour
Associate.....	\$130.00 - \$140.00/hour
Business Unit Leader.....	\$130.00 - \$140.00/hour
Senior Project Manager.....	\$120.00 - \$140.00/hour
Senior Design Professional.....	\$120.00 - \$140.00/hour
Project Manager.....	\$100.00 - \$135.00/hour
Assistant Project Manager.....	\$85.00 - \$110.00/hour
Construction Manager.....	\$100.00 - \$130.00/hour
CAD Designer.....	\$85.00 - \$95.00/hour
CAD Technician.....	\$55.00 - \$85.00/hour
Project Representative.....	\$45.00 - \$65.00/hour
Administrative Assistant.....	\$45.00 - \$60.00/hour

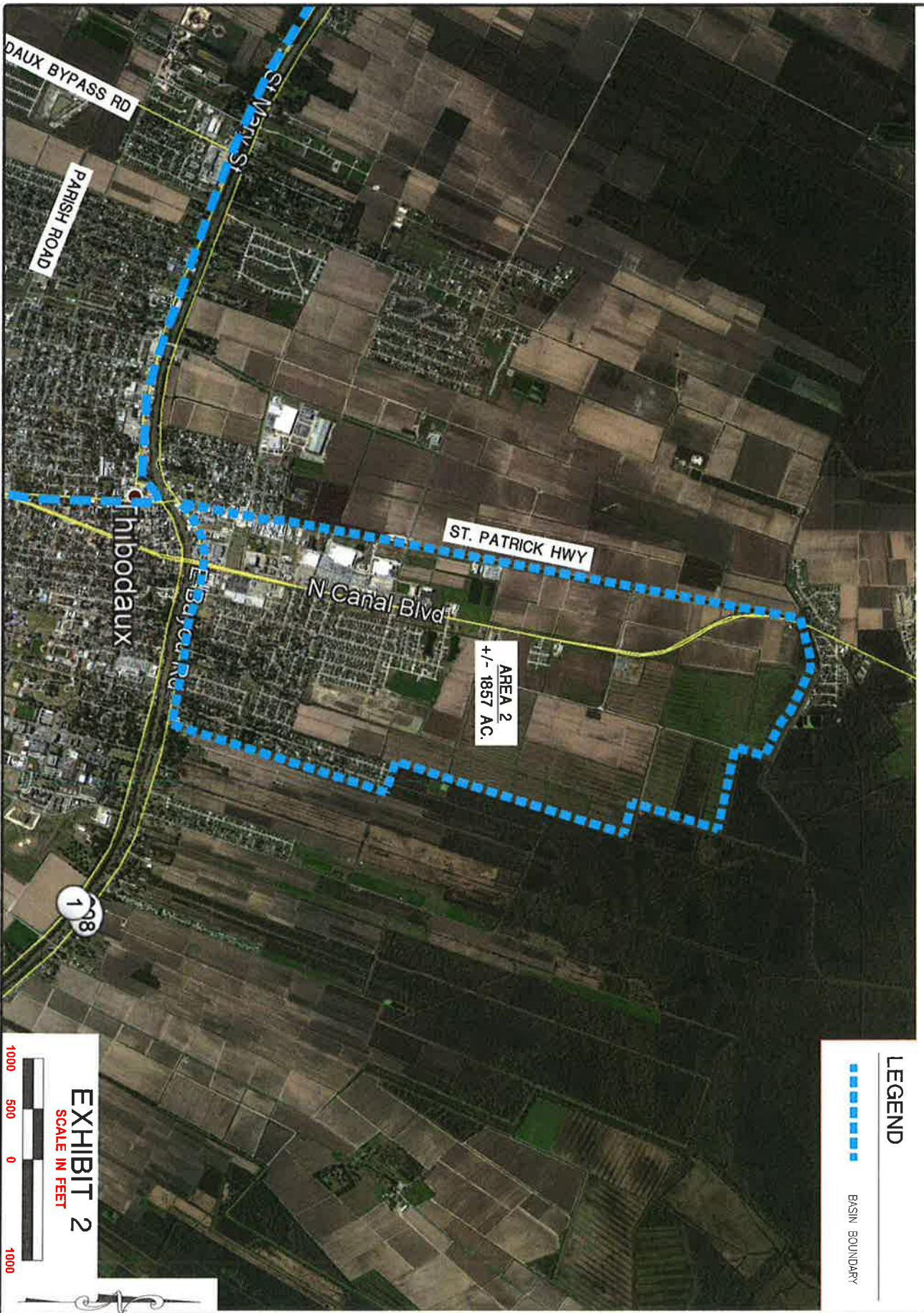
**Reimbursable Items**

Vehicle Travel for Projects.....	\$0.54 per mile
Transportation, Lodging, and Subsistence for out of town travel.....	Cost
Printing Cost	
Bond.....	\$0.25/s.f.
Vellum.....	\$0.65/s.f.
Mylar.....	\$1.90/s.f.
Color Bond.....	\$6.50/s.f.
Color Photo.....	\$11.00/s.f.
Photographs, Telecopier, Shipping, and Materials.....	Cost
Filing/Recording/Permitting Fees.....	Cost
Deposition/Trial Testimony by Principal, P.E., or AIA.....	Rate x 1.5
Subconsultant Services.....	Cost + 10%

\*Rates are subject to change. DDG reserves the right to change the rate sheet periodically. If DDG is being compensated based on an hourly agreement, DDG will bill the client based on the new rates established on the modified rate sheet.

Client's Initials \_\_\_\_\_

## **ATTACHMENT C – Drainage Basin Exhibit**



**LEGEND**

— BASIN BOUNDARY



DATE	
BY	
CHECKED	
DESIGNED	
PROJECT NO.	
TITLE	
SHEET	EX-2

**THIBODAUX DRAINAGE**

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