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LETTER AGREEMENT FOR PROFESSIONAL SERVICES

High Tide Consultants, LLC

700 Canal Boulevard
Thibodaux, LA 70301

Re: Leighton Levee Culvert Maintenance

NLLD Project No: 6100.51Z

Attn: Shane Guin,

The North Lafourche Conservation, Levee and Drainage District (NLCLDD) requests High Tide Consultants, LLC (ENGINEER) to provide professional services as described below:

SCOPE of WORK:

Engineer, through the use of a sub-consultant, will acquire topographic information concerning three culverts currently located within the Leighton FDA levee. This information will be used to understand the viability of potentially removing the culverts or adding a flow control structure to ensure floodwaters from the FDA do not recirculate within the system.

Deliverables will include a topographic survey of the subject area, evaluation of current conditions and recommendations to address recirculation issue in the form of a report and exhibits.

Task No. 1 – Topographic Survey

Engineer will contract survey services to determine existing drainage patterns and to identify the specific drainage areas outside the Leighton FDA. This work shall be sufficient to determine if the current culverts in the Leighton FDA need to be improved, modified or removed. Engineer will present survey data to NLCLDD.

Task No. 2 – Report and Exhibits

Engineer will use the collected survey data along with LIDAR information to determine the benefit of revisions to the existing culvert locations for the betterment of all parties involved. The Report and Exhibits will detail the analysis performed by Engineer and provide supporting documentation of recommendations issued by Engineer to NLCLDD.

COMPENSATION:

All work will be compensated on a time and materials basis using the current ENGINEER Labor and Equipment Fee Schedule attached and made part of this Agreement. All services will be billed monthly. An estimate of costs is as follows:

Topographic Survey	\$ 8,625.00
Report and Exhibits	\$ 15,000.00
TOTAL	\$ 23,625.00

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 ENGINEER 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.

ENGINEER 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 ENGINEER 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.

ENGINEER 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:

ENGINEER 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 ENGINEER, 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 the Company, or upon execution of a more formal agreement by ENGINEER 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 ENGINEER under this Agreement shall be the property of the NLCLDD.

REPORTING:

ENGINEER shall, as a condition of this Letter Agreement for Professional Services, provide a Monthly Project Status Report at least eight 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.

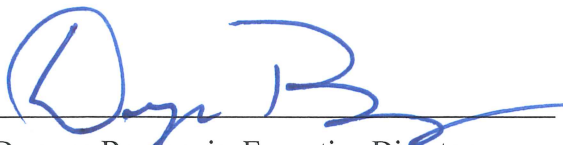
INSURANCE:

ENGINEER 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 ENGINEER. 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 3/20/2024



Dwayne Bourgeois, Executive Director
North Lafourche Conservation, Levee &
Drainage District



Shane Guin, P.E.
High Tide Consultants, LLC