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Robert "Bob" Pitre



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

High Tide Consultants, LLC
700 Canal Boulevard
Thibodaux, LA 70301

Re: Thibodaux Coulon Canal

NLLD Project No: 6400.63Z

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 will provide civil engineering design and consulting services for the survey and analysis of the Coulon Canal located along St. Patrick Street from the North Thibodaux residential area (North 13th Street) to its outfall at the 80 Arpent Canal in Thibodaux, LA. Additionally, ENGINEER will perform topography survey and engineering design as denoted in Task 3 and Task 4 for drainage improvements around the Thibodaux Civic Center.

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:

Task 1 – Civil Engineering Services-Coulon Canal	\$35,000.00
Task 2 – Topography Survey-Coulon Canal	\$12,075.00
Task 3 – Civil Engineering Services – City of Thibodaux	\$12,500.00
Task 4 – Topographic Survey-City of Thibodaux	\$ 5,800.00
TOTAL	\$65,375.00

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 NLCLDD.

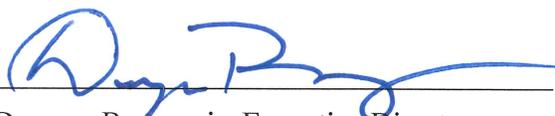
INSURANCE:

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 9/3/2024



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



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



July 30, 2024
Revised August 19, 2024

North Lafourche Conservation, Levee and Drainage District (NLLD)
Attn: Arthur Ostheimer
P.O. Box 309
Thibodaux, LA 70302

RE: **Thibodaux Coulon Canal Feasibility Analysis**
Thibodaux, LA
HTC Project No. 24-226

Arthur,

Please allow this letter to serve as our proposal to provide civil engineering design and consulting services for the survey and analysis of the Coulon Canal located along St. Patrick Street from the North Thibodaux residential area (North 13th Street) to its outfall at the 80 Arpent Canal in Thibodaux, LA.

The proposed design and consulting services contained herein are based on the information provided from email correspondence, site visit and internet reconnaissance. Although we have provided estimated fees for professional engineering services in good faith, fees are subject to some deviation as further, more detailed information becomes available. This document once executed will serve as the design services contract between your organization and HTC inclusive of the project scope and deliverables described further below.

The deliverables that will be prepared by our firm will consist of following items:

- A survey based on the attached scope of work denoting the existing condition of the outfall canal.
- A scope of work including exhibits for sweeping/cleaning the existing cross-section of the canal to improve current drainage characteristics.
- Analysis and exhibits analyzing the possibility of enlarging Coulon Canal to accept more drainage for future development improving the overall drainage efficiency of adjacent drainage areas. Analysis would include meetings with adjacent landowner to understand viability of ROW acquisition, drainage analysis for canal design and associated cost estimates for improvements.
- A survey of the area around the Thibodaux Civic Center complex and outfall area behind the current Big Lot development.
- A scope of work for drainage improvements around the Thibodaux Civic Center and its associated outfall to St. Patrick Hwy culvert. This work will be performed by the City of Thibodaux.

HTC appreciates the opportunity to provide this proposal to you and looks forward to working with you on this project. If the proposal is acceptable, please sign the space provided below. This proposal shall be considered valid for sixty (60) days from the proposal date.

Sincerely,
High Tide Consultants, LLC



B. Shane Guin, PE
Enclosures

By signing the proposal below, I hereby certify that I am authorized to sign this agreement on behalf of **North Lafourche Conservation, Levee and Drainage District** and that I have read and familiarized myself with this Agreement and all attachments identified herein.

ACCEPTED: _____ DATE: _____

Detailed Scope of Work:

- A. Civil Engineering Services – Coulon Canal (hourly not to exceed)
 - HTC will coordinate sub-consultant surveyor for the scope of work as attached.
 - Sweeping/Cleaning of current Coulon Canal section
 - i. HTC will utilize the survey data and previous drainage analysis prepared by DDG to develop a sweeping/cleaning package for NLLD to contract with LPG maintenance contractor to provide improvements to the existing drainage canal.
 - Analysis of Coulon Canal widening
 - i. HTC will perform engineering analysis of potential improvements to the Coulon Canal to allow for additional drainage areas to discharge into the Coulon Canal to improve adjacent drainage areas.
 - ii. Services would include a report with supporting documentation and a cost estimate for proposed improvements.
 - iii. HTC will coordinate with adjacent property owners to determine viability of potential ROW acquisition.

- B. Topographic Survey – Coulon Canal Scope (hourly not to exceed – sub-consultant)
 - HTC will utilize a sub-consultant to perform the required topographic survey of the project area as denoted in the attached Survey Scope of Work.

- C. Civil Engineering Services – City of Thibodaux Scope of Work (hourly not to exceed)
 - HTC will coordinate sub-consultant surveyor for the scope of work as attached.
 - HTC will analysis the area and develop improvement plans to be utilized by the City of Thibodaux for drainage improvements around the Civic Center and associated outfall. The plans will be developed as required for installation by city employees and will not be for bidding to an outside contractor.

- D. Topographic Survey – Coulon Canal Scope (hourly not to exceed – sub-consultant)
 - HTC will utilize a sub-consultant to perform the required topographic survey of the project area as denoted in the attached Survey Scope of Work.

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.

- HTC will work within an agreed upon schedule and deadlines coordinated with client.
- Any wetlands permitting or coordination with USACE is not included. Client will provide pertinent information regarding wetlands documents of the site prior to preparation of civil infrastructure design plans.
- Any easement exhibits, legal maps, or other instruments required for establishment of new or adjustment to existing servitudes or easements will be provided by others. HTC will coordinate with governing entities to understand requirements for servitudes or easements and provide information to client.
- It is assumed that no permits are required from any AHJ (Authority Having Jurisdiction) for the sweeping/cleaning associated with the current cross-section of the Coulon Canal.
- This proposal assumes there are no environmental conditions that will affect the development of the property.
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) document will be done by the contractor or other, if required. This service can be provided by HTC for an additional fee if needed.
- Coulon Canal Scope of Work - Any improvements to be performed from the analysis provided by HTC shall be completed by NLLD staff or NLLD's maintenance contractor and will not go through the LA Public Bid Process for the sweeping/cleaning portion of the project.
- City of Thibodaux Scope of Work - Any improvements to be performed from the analysis provided by HTC shall be completed by city staff. Plans will not be prepared in a manner to be issued for bidding from outside contractors.

Fee Schedule:

Note: Reimbursables will be billed in accordance with the attached rate sheet and are in addition to the fees described above.

	TASK	FEE
A.	Civil Engineering Services - <i>Coulon Canal (hourly not to exceed)</i>	\$35,000.00
B.	Topographic Survey - <i>Coulon Canal (hourly not to exceed)*</i>	\$12,075.00
C.	Civil Engineering Services - <i>City of Thibodaux (hourly not to exceed)</i>	\$12,500.00
D.	Topographic Survey - <i>City of Thibodaux (hourly not to exceed)*</i>	\$5,800.00

TOTAL \$65,375.00

**Item shall be completed by a subconsultant with an included mark-up of 15%. The 15% mark-up is provided in the fee shown above.*



**HIGH TIDE CONSULTANTS, LLC (HTC)
RATE SHEET
Effective Date 1/1/24**

Principal	\$180.00/hour
Project Manager	\$130.00/hour - \$160.00/hour
Project Engineer	\$110.00/hour - \$130.00/hour
CADD Designer	\$90.00/hour - \$120.00/hour
CADD Technician	\$75.00/hour - \$90.00/hour
Project Representative.....	\$80.00/hour - \$110.00/hour
Administrative Assistant.....	\$70.00/hour - \$90.00/hour

Reimbursable Items

Vehicle Travel for Projects	\$0.67 per mile
Transportation, Lodging, and Meals.....	Cost
Printing Cost	
Bond	\$0.25/sf
Vellum	\$0.65/sf
Mylar	\$1.90/sf
Color Bond.....	\$6.50/sf
Color Photo.....	\$11.00/sf
Photographs, Telecopier, Shipping, and Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal or PE	Rate x 2
Subconsultant Services	Cost + 15%

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

Client's Initials _____



7/24/2024

High Tide Consultants
Shane Guin

Reference:

Proposal for Surveying Services
NLLD Coulon Canal Lateral 102
Thibodaux Lafourche Parish, LA

This proposal is for surveying services. The items covered in this proposal are listed below. Survey requirements are based on plans and specs provided. Any work requested outside of the items listed below will be based on time and material unless a price is agreed upon prior to the additional work beginning. Payment is due within 30 days of the invoice date.

- Project Control and Setup
- Lateral 102 Cross Sections every 500' (+/- 13,000')
- Locate and Cross Section all culverts located in Lateral 102
- Locate and Cross Section all culverts discharging into Lateral 102
- Locate any visible utilities crossing Lateral 102
- Cross Section 80 Arpent canal upstream and downstream of Lateral 102 intersection
- Cross Section and Topo intersection of Outfall and St Patrick next to Entergy Sub-station
- Provide CAD File and Point File (CSV) of Survey

Estimated Cost for the above items.....\$10,500.00

If you agree with the scope of work and cost, please sign below and return. No work will begin prior to receiving this signed proposal.

Initial HES

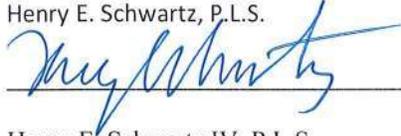
Client's Initials _____

TERMS

1. Payment: CLIENT shall make within 30 days receipt of GIS's invoices to the address above. If CLIENT fails to make any payment due GIS for services and expenses within 30 days of the date on the invoice therefore, the amounts not paid will be considered past due. A delinquency charge of 1½% per month shall be added to the past due amount, and, in addition, GIS may suspend services under this Work Release, without liability for delay or other damages which may result therefrom, upon delivery of written notice of its intention thereof. CLIENT shall pay all reasonable attorneys' fees, court costs and collection fees incurred by GIS in the collection of any past due invoices.
2. Standard of Care: GIS shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
3. Liability: Notwithstanding anything to the contrary, the exclusive remedy for GIS' breach of its obligations, and the total liability of GIS for any loss or damage claimed, either directly or indirectly, in contract, tort, or otherwise, including, but not limited to, breach of contract, breach of warranty, or negligence, arising out of or in connection with the provision of the Services shall not exceed the fees paid or payable for the specific item of services giving rise to the claimed loss or damages; and, GIS shall not be liable to CLIENT for punitive, special, liquidated, indirect or consequential damages resulting from or arising out of the this Agreement, including without limitation, loss of profit, loss of use, or business interruption, however such damages may be caused.
4. Personal Guarantee: Guarantor below personally guarantees on a continuing basis and be bound in solido with CLIENT for any sums owed by said CLEINT to GIS.

If you have any questions please do not hesitate to call.

Henry E. Schwartz, P.L.S.



Henry E. Schwartz IV, P.L.S.
Professional Land Surveyor
GIS Engineering, LLC
hschwartz@gisy.com

Client



8/19/2024

High Tide Consultants
Shane Guin

Reference:

Proposal for Surveying Services
NLLD Coulon Canal Lateral 102
Additional Topo
Thibodaux Lafourche Parish, LA

This proposal is for surveying services. The items covered in this proposal are listed below. Survey requirements are based on plans and specs provided. Any work requested outside of the items listed below will be based on time and material unless a price is agreed upon prior to the additional work beginning. Payment is due within 30 days of the invoice date.

- Project Control and Setup
- Cross Section and Topo outfall canal from St Patrick to Canal next to Wal-Mart Parking Lot
- Cross Section and Topo outfall canal from Wal-Mart to N 10th St
- Cross Section and Topo outfall canal from End of N 10th St to Canal
- Provide CAD File and Point File (CSV) of Survey

Estimated Cost for the above items.....\$5,040.00

If you agree with the scope of work and cost, please sign below and return. No work will begin prior to receiving this signed proposal.

Initial HES

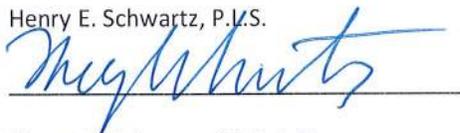
Client's Initials _____

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3. Liability: Notwithstanding anything to the contrary, the exclusive remedy for GIS' breach of its obligations, and the total liability of GIS for any loss or damage claimed, either directly or indirectly, in contract, tort, or otherwise, including, but not limited to, breach of contract, breach of warranty, or negligence, arising out of or in connection with the provision of the Services shall not exceed the fees paid or payable for the specific item of services giving rise to the claimed loss or damages; and, GIS shall not be liable to CLIENT for punitive, special, liquidated, indirect or consequential damages resulting from or arising out of the this Agreement, including without limitation, loss of profit, loss of use, or business interruption, however such damages may be caused.
4. Personal Guarantee: Guarantor below personally guarantees on a continuing basis and be bound in solido with CLIENT for any sums owed by said CLEINT to GIS.

If you have any questions please do not hesitate to call.

Henry E. Schwartz, P.L.S.



Henry E. Schwartz IV, P.L.S.
Professional Land Surveyor
GIS Engineering, LLC
hschwartz@gisy.com

Client

Survey Scope for the City of Thibodaux
Scope of Work

Additional survey area. Catch all subsurface and ditches.

