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Dwayne Bourgeois

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Robert "Bob" Pitre



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

High Tide Consultants, LLC

700 Canal Boulevard
Thibodaux, LA 70301

Re: Thibodaux Regional Detention Pond Analysis

NLLD Project No: 6500.59Z

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 detention capacity of the existing regional detention ponds located on Canal Boulevard in Thibodaux, LA as described in the attached proposal.

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	Not to Exceed \$ 8,000.00
Task 2 – Topography Survey	Not to Exceed \$ 9,200.00
TOTAL	Not to Exceed \$ 17,200.00

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.

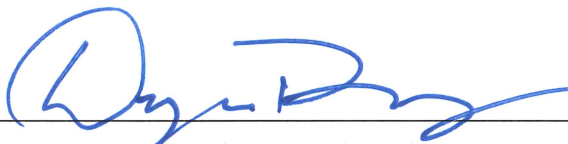
INSURANCE:

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 2/9/2024



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



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



January 17, 2024
Revised January 25, 2024

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

RE: **Thibodaux Regional Detention Pond Analysis**
Canal Blvd., Thibodaux, LA
HTC Project No. 23-282

Arthur,

Please allow this letter to serve as our proposal to provide civil engineering design and consulting services for the survey and analysis of detention capacity of the existing regional detention ponds located on Canal Boulevard 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 a detailed survey based on the scope of work attached and recommendations via exhibits for warranted. The scope of work details and assumptions are attached for your reference.

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 (hourly not to exceed)

- HTC will coordinate sub-consultant surveyor for the scope of work as attached.
- HTC will provide analysis of proposed and existing conditions to determine effectiveness of existing regional detention.
- HTC will provide improvement plans as required to mitigate adverse conditions.

B. Topographic Survey (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 these improvements.
- 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.
- 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.

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 (hourly not to exceed)	\$ 8,000.00
B.	Topographic Survey (hourly not to exceed)*	\$ 9,200.00

TOTAL \$ **17,200.00**

**Item shall be completed by a subconsultant with an included mark-up of 15%.*



**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 _____

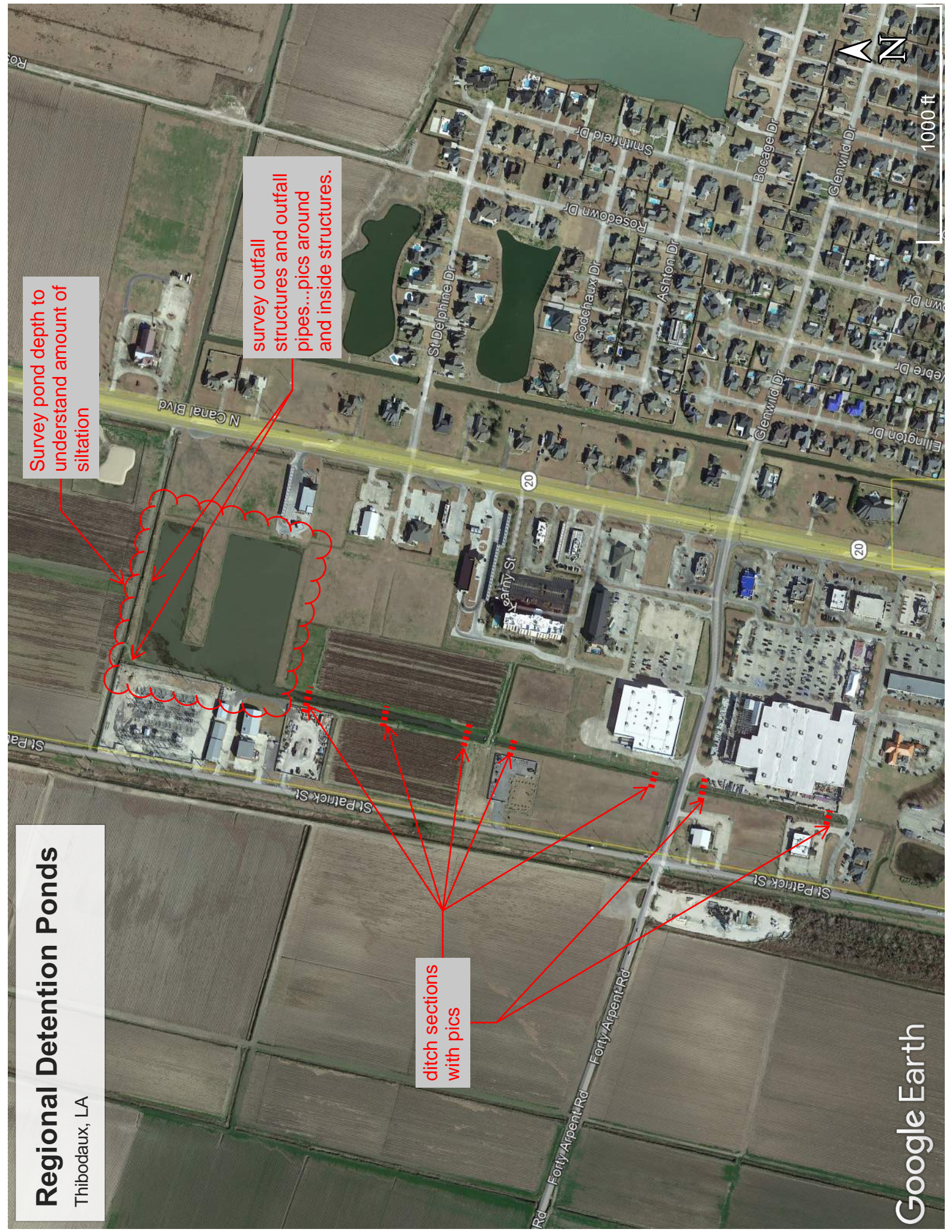
Regional Detention Ponds

Thibodaux, LA

Survey pond depth to understand amount of siltation

survey outfall structures and outfall pipes...pics around and inside structures.

ditch sections with pics



ACADIA 
LAND SURVEYING, LLC
LOUISIANA • MISSISSIPPI • ALABAMA • TEXAS

January 24, 2024

Shane Guin, P.E.
High Tide Consultants LLC
700 Canal Blvd.
Thibodaux, LA 70301
Phone: 985-859-8994

RE: Topographic Survey –Regional Detention Ponds Thibodaux, LA
ALS Project No. 24-01-117

Dear Shane,

Please allow this letter to serve as Acadia Land Surveying, L.L.C.'s proposal to provide a Topographic Survey for Regional Detention Ponds in Thibodaux, LA.

Our proposal is based on email containing Scope of Work and attached aerial map showing area to be surveyed.

We will place a Louisiana One Call within three (3) working days prior to beginning our fieldwork. This is to allow the utility companies or their representatives responding to the Louisiana One Call time to mark the utilities on the ground. We will then locate these markings and show them on the survey. If underground utilities are not located in the field, we will show visible features and to the best of our ability determine the location of the utilities from records available to us. We will label all utilities not physically located in the field as "not surveyed".

Acadia will use the following certification on the Topographic Survey:

CERTIFICATION:

This topographic survey is not valid without the raised or colored seal and signature of the Registered Land Surveyor. This topographic survey also does not purport to be a boundary survey and does not meet the most recent Standards of Practice for Land Surveys as set forth by the State of Louisiana, Board of Registration for Professional Engineers and Land Surveyors.

The cost to provide the Topographic survey will be hourly not to exceed \$8,000.00. Reimbursable expenses will be included in cost.

Any additional work that is not covered in this proposal will be billed on an hourly basis from the enclosed rate schedule or by additional proposal. This may include but it is not limited to: subdividing property, meeting with utility companies to get location of utilities that were not marked in response to the Louisiana One Call, exhibits, and additional topographic information for the development of the site. Any outside services will be billed at cost.

January 24, 2024

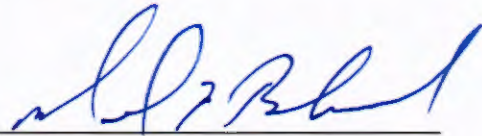
Shane Guin, P.E.
High Tide Consultants LLC
700 Canal Blvd.
Thibodaux, LA 70301
Phone: 985-859-8994

RE: Topographic Survey –Regional Detention Ponds Thibodaux, LA
ALS Project No. 24-01-117

Acadia Land Surveying, L.L.C. would like to take this time to thank you for the opportunity to submit this proposal and I look forward to working with you on the above-mentioned project.

If this proposal is acceptable to you, please sign below and return to our office.

Sincerely,



Michael P. Blanchard, P.L.S.
Acadia Land Surveying, LLC

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

Acadia Land Surveying, L.L.C.
***Rate Schedule as of January 1, 2023**

Survey Party:

Two (2) Man Crew
 Three (3) Man Crew
 Four (4) Man Crew

Bill Rate

\$110.00/Hour
 \$150.00/Hour
 \$190.00/Hour

Individual Rates:

Principal in Charge
 Registered Land Surveyor
 Land Survey Intern
 Surveying Technician
 Party Chief
 CADD Operator
 Survey Coordinator
 Secretary

\$150.00/Hour
 \$125.00/Hour
 \$ 95.00/Hour
 \$ 85.00/Hour
 \$ 75.00/Hour
 \$ 65.00/Hour
 \$ 55.00/Hour
 \$ 50.00/Hour

Equipment:

Drone
 GPS (one unit)
 Robotic Total Station
 Hydrographic Surveying Equipment
 Truck
 All Terrain Cycle
 14' John Boat (No motor)
 Chain Saw

\$500.00/Day
 \$200.00/Day
 \$200.00/Day
 \$200.00/Day
 \$100.00/Day
 \$100.00/Day
 \$ 75.00/Day
 \$ 30.00/Day

Survey Supplies:

1" X 2" X 12" Wooden Hub
 2" X 2" X 18" Wooden Hub
 1" X 2" X 4' Wooden Stake
 Iron Rod
 Property Marker/Cap
 Flagging
 Pin Flags
 14' Cane Poles

\$0.20/Each
 \$0.50/Each
 \$1.50/Each
 \$3.00/Each
 \$5.00/Each
 \$1.50/Roll
 \$6.00/Bundle
 \$3.00/Each

Reproductions:

30"x42" \$3.00 Paper
 24"x36" \$2.00 Paper
 18"x24" \$1.00 Paper
 11"x17" \$0.75 Paper
 8 1/2"x11" \$0.50 Paper

\$6.00 Film
 \$4.00 Film
 \$2.00 Film
 \$1.50 Film
 \$1.00 Film

Other Expenses:

Vehicle Travel portal to portal
 mile Transportation, Lodging and subsistence for out-of-town travel
 Photographs/Outside Printing/Shipping
 Filing/Recording/Permitting Fees
 Equipment Rental
 Sub-consultant Services

\$0.65.5/per
 Cost
 Cost
 Cost
 Cost
 Cost

Note:

*Rates are subject to change.

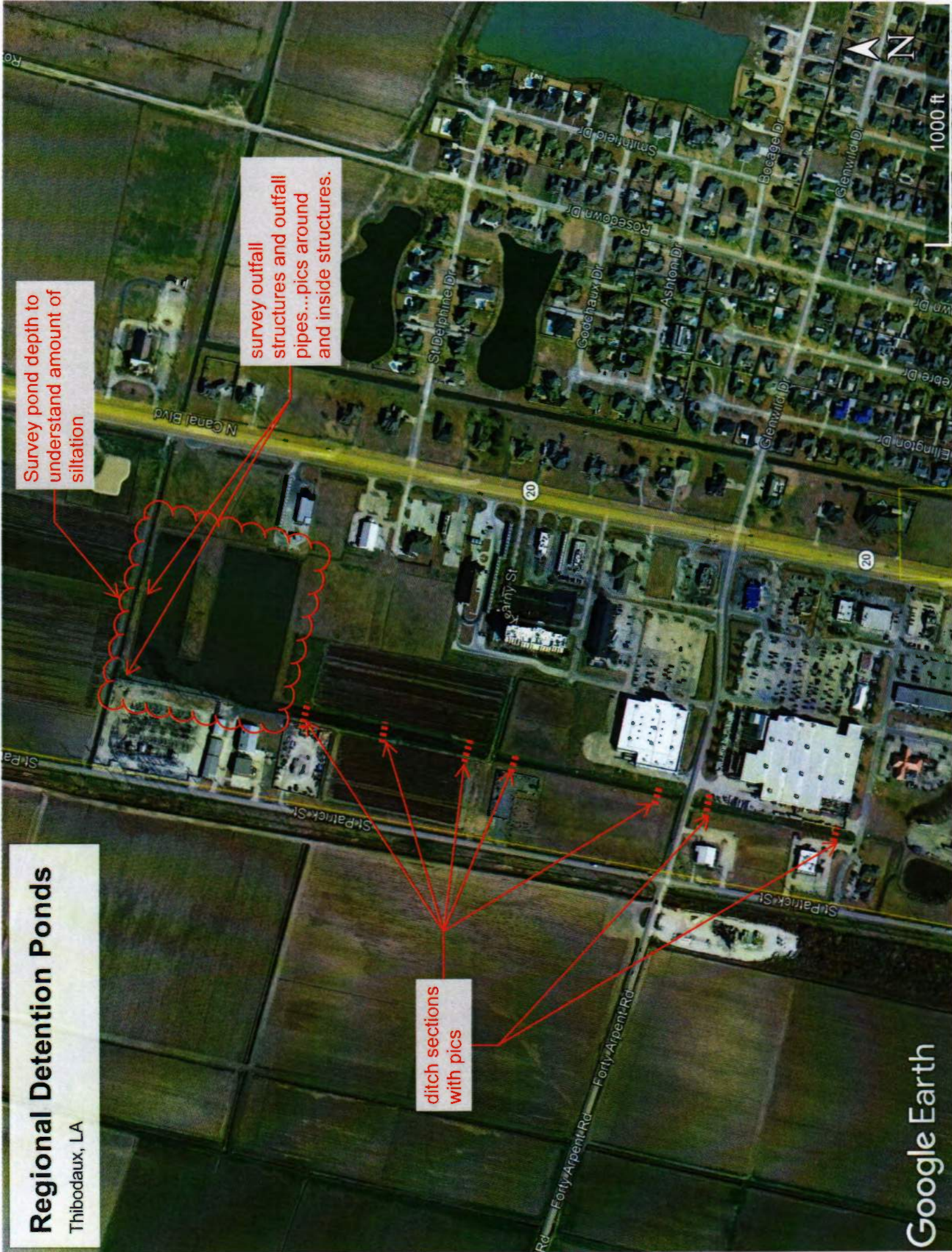
Regional Detention Ponds

Thibodaux, LA

Survey pond depth to understand amount of siltation

survey outfall structures and outfall pipes...pics around and inside structures.

ditch sections with pics



Monthly Project Status Report



Project: [Click here to enter name of project.](#)
Project Number: [Click here to enter project number.](#)
Report Date: [Click here to enter a date.](#)

Engineering Contract Information

Engineering Contract Date: [Click here to enter a date.](#)
Engineering Contract Scope: [Click here to enter the contract scope from the original contract.](#)

Engineering \$ Amount this Month: [Click here to enter the Engineering \\$ amount billed this month.](#)
Engineering \$ Amount to Date: [Click here to enter the Engineering \\$ amount billed to date.](#)

Status of Project or Work Effort

Does this Project currently have associated contract work: Yes No
If Yes,
Contractor Name: [Click to enter Contractor Name.](#)
Date of Contract: [Click to enter a date.](#)
Notice to Proceed: [Click to enter a date.](#)
Contract Time: [Click to enter # of calendar days.](#) **Ending date:** [Click to enter a date.](#)
Days Elapsed: [Click to enter number of days elapsed to date.](#) **% To Date** **% days To Date**
Total Contract Sum: [Click to enter total \(with alts & Change Orders\) \\$ amt. of Contract.](#)
Amount Billed to date: [Click to enter \\$ amount billed by Contractor.](#) **% To Date** **% \$ To Date**

Progress for the past month: [Click here to enter a summary of the work completed during the last month. Include the effort by both your firm and any contractor for this project. Report and explain any deviations from the work that was anticipated last month to be completed this month. If you are waiting on a third party for any reason, include details as to the last time you contacted this party and their anticipated response time.](#)

Anticipated Progress next month: [Click here to enter a summary of the project progress that you expect will be completed during the next month. Include the efforts of both your firm and any contractor for this project.](#)

Submitted By: _____
[Click here to type name.](#)