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## LETTER AGREEMENT FOR PROFESSIONAL SERVICES AMENDMENT NO. 1

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

Re: Rienzi/North Canal Drainage Area Study

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:

This work is being performed as part of and/or as a supplement to the original letter agreement dated October 6, 2017 for the above reference project. Further task to be performed as listed below.

#### Task No. 3 – Additional Survey

DDG shall perform additional field investigation and survey work to better determine the boundary limits of the drainage basin and to establish preliminary levee cross-sections. This field investigation will provide justifiable determination as to the boundary of the basin with the reasoning as to why this determination was made. DDG will also further investigate if the eastern Levert boundary line can be established in order to clearly identify the proposed servitude lines and include in a servitude agreement between Levert Land and the NLLD.

#### Task No. 4 – Conveyance Channel Delineation and Sizing

DDG will determine the optimal sizing of the major conveyance channels within the force drainage area while taking in consideration the potential for future development in this area.

**Task No 5 – Attendance at Property Owner Meetings**

DDG will attend meetings with the NLLD and property owners as needed based on property owner requests.

**Task No. 6 Update Final Report**

DDG will use the additional gathered information to revise the preliminary report into a final report for submittal, review, and use by the NLCLDD.

**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>Original Agreement</b>	<b>\$ 63,000.00</b>
Task No. 3	\$ 19,427.00
Task No. 4	\$ 5,298.00
Task No. 5	\$ 2,500.00
Task No. 6	\$ 6,932.00
<u>Amendment No. 1 Total</u>	<u>\$ 34,157.00</u>
<b>Total</b>	<b>\$ 97,157.00</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 \_\_\_\_\_

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Dwayne Bourgeois, Executive Director  
North Lafourche Levee District

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Heather Klingman, PE  
Duplantis Design Group, PC