

## MASTER AGREEMENT FOR CONSULTANT SERVICES

THIS MASTER AGREEMENT FOR CONSULTANT SERVICES, effective as of January 1, 2025 (this "Agreement"), is entered into by and between The City of Thibodaux ("Owner"), and SJB Group, LLC, a Louisiana limited liability company, ("Consultant") for the purpose of providing Owner with consulting or professional services (the "Services") as Owner may from time to time request. Consultant's Federal Taxpayer Identification Number is 72-0454164. Consultant's State Identification Number is 36063779K. The parties, intending to be legally bound, agree as follows:

1. Term of Agreement. This Agreement shall remain in full force and effect for a term of One (1) Year following the effective date, unless extended, or sooner terminated as provided herein.

2. Master Agreement. This Agreement anticipates both small tasks requested by the Owner and confirmed by SJB by email, and engineering design projects requested by issuance of Task Orders by the Owner. Each task or Task Order shall be subject to the terms and conditions of this Agreement. This Agreement shall apply to all Task Orders entered during the term of this Agreement, with respect to the Services that are the subject of this Agreement, unless the parties expressly agree otherwise by a written modification to this Agreement, signed by an authorized representative of both parties.

3. Scope of Agreement

a) Except as otherwise provided herein, Owner shall authorize the performance of any Services by reviewing and approving consultant drafted email for small tasks, and by reviewing and approving consultant drafted written Task Orders. Each Task Order shall provide a description of services, schedule, deliverables, and compensation for services and reimbursables.

b) All Services shall be performed by Consultant in accordance with the terms and conditions of this Agreement and specifications set forth for the Services in the applicable email or Task Order. The term "Services" shall include, but not be limited to all labor and/or materials furnished by Consultant.

c) Owner retains the right to make changes within the general scope of Services set forth in any Task Order. If any change affects the time of performance under a Task Order, an adjustment in performance time and/or compensation shall be agreed to in writing, in advance by the parties.

d) Owner shall assist and cooperate with Consultant and Consultant's Personnel whenever necessary by making personnel available to Consultant for consultation, reasonable access to Owner sites, and providing other information and data required for the performance of the Services whenever such personnel, information, and data are reasonably available to Owner. The term "Consultant's Personnel" includes Consultant's employees, contractors, agents, and subcontractors.

4. Invoices and Payments

a) Consultant shall render invoices for Services performed for Owner in accordance with the charges specified in applicable Task Order. The invoices shall be computed on the basis of one or more of the following methods as specified in the Task Order:

i) Lump Sum - The lump sum charge as set forth in the applicable Task Order.

ii) Schedule of Hourly Rates - Those rates as set forth in Exhibit A (Consultant's Schedule of Hourly Rates) which shall be submitted by Consultant, subject to Owner's approval, and kept current throughout the term of this Agreement.

b) Invoices shall describe in detail the Services performed, the charges therefore, the amount of reimbursable expenses, if any, as authorized by the applicable Task Order, and applicable taxes,

if any. Owner shall pay Consultant within thirty (30) days after receipt of each invoice unless the invoice is in dispute or otherwise differently in the Task Order.

c) If Owner disputes any invoice rendered or amount paid, Owner will promptly notify Consultant and the parties will use their best efforts to resolve the dispute expeditiously. The time for paying the portion of the invoice in dispute shall be extended until the dispute is resolved. Undisputed portions of any invoice shall be paid promptly, as provided in paragraph (b) above. Any dispute involving a portion of an invoice shall not result in the entire invoice being withheld, or delayed.

5. Independent Contractor. Consultant hereby declares and agrees that Consultant is, intends to, and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of Owner, that Consultant's Personnel are not employees or agents of Owner; the Consultant has and hereby retains the right to exercise full control of and supervision over the performance, employment, direction, compensation, and discharge of any and all of Consultant's Personnel assisting in the performance of Consultant's obligations; that Consultant will be solely responsible for all matters relating to payment of Consultant's Personnel, including compliance with workers' compensation, unemployment, disability insurance, social security, withholding, and all other federal, state, and local laws, rules and regulations governing such matters; and that Consultant will be responsible for Consultant's own acts and those of Consultant's Personnel during the performance of Consultant's obligations under this Agreement.

6. Taxes. If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under the Master Agreement, then the Consultant may invoice such new taxes, fees, or charges as Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Consultant is entitled.

7. Termination

a) Termination of Agreement. Either Consultant or Owner may terminate this Agreement upon reasonable prior written notice to the other setting forth the effective date of the termination. The expiration or termination of this Agreement shall not affect the obligations of the parties under any Task Order previously issued under this Agreement, and the terms and conditions of this Agreement shall continue to apply to such Task Order as if this Agreement had not expired or been terminated.

b) Termination of Task Order. Owner may terminate any Task Order upon reasonable prior written notice setting forth the Services to be completed by the effective date of termination. Upon receipt of any termination notice, Consultant shall make a good faith effort not to incur additional expenses unless Owner's written notice of termination states otherwise. Owner shall pay Consultant for any Services not previously billed that were performed to Owner's satisfaction up to the effective date of termination. Pursuant to the preceding sentence, if compensation is based on hourly rates, Owner shall pay Consultant in accordance with such rates for work performed up to the effective date of the termination notice. If compensation is pursuant to an agreed upon lump sum, Owner shall pay the pro rata portion of such sum representing the Services completed prior to the effective date of termination.

8. Warranties. Consultant hereby warrants and represents that all Services provided hereunder shall be performed to the commonly accepted industry standard by qualified personnel promptly and with diligence, in accordance with the descriptions of such Services in this Agreement and the applicable Task Order.

9. Indemnification

a) Consultant shall indemnify and hold harmless Owner from and against any fine, penalty, loss, cost, damage, injury, claim, expense, or liability (individually and collectively "Liabilities") including, but not limited to, Liabilities as a result of (i) injury to or death of any person; (ii) damage to, or loss or destruction of any property; or when such Liabilities arise out of or result from the performance of Services by Consultant or Consultant's Personnel under this Agreement, except for that portion of Liabilities which are caused by the gross negligence or willful misconduct of Owner.

b) Owner shall indemnify and hold harmless Consultant from and against any fine, penalty, loss, cost, damage, injury, claim, expense, or liability (individually and collectively "Liabilities") including, but not limited to, Liabilities as a result of (i) injury to or death of any person; (ii) damage to, or loss or destruction of any property; or when such Liabilities arise out of or result from the performance by SJB Group, LLC or SJB Group, LLC Personnel under this Agreement, except for that portion of Liabilities which are caused by the gross negligence or willful misconduct of Consultant.

10. Insurance.

a) Consultant shall as a minimum maintain Workman's Compensation insurance with Louisiana statutory limits; General Liability with limits of \$1,000,000 for each occurrence and a General Aggregate of \$2,000,000; Automobile Liability – Combined Single Limit per accident for Bodily Injury and Property Damage at \$1,000,000 and Professional Liability (E&O) coverage of \$1,000,000.

b) Consultant shall provide Owner with Certificates of Insurance from Consultant's insurance agent or broker or insurance company evidencing the coverage, limits, and provisions specified.

c) Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant which is applicable to a Specific Project.

11. Assignment. None of Owner's or Consultant's duties under this Agreement or any Task Order may be delegated, nor may this Agreement or any Task Order be assigned by Owner or Consultant or by operation of law without the express written consent of the other party. Any attempted assignment shall be void. Except as set forth above, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, and assigns.

12. Notices. Except as otherwise provided herein, all notices or other communications to be given or that may be given by either party to the other shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid and addressed as follows:

TO CONSULTANT  
P.O. Box 1751  
Baton Rouge, LA 70821-1751  
ATTN: \_\_\_\_\_

TO OWNER:  
P.O. Box 217  
Thibodaux, LA 70785  
ATTN: \_\_\_\_\_

The address to which notices or communications may be given to either party may be changed by written notice given by one party to the other pursuant to this section.

13. Waivers and Amendments. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default. No provision of this Agreement or any written Task Order shall be deemed waived, amended, or modified by either party, unless such waiver, amendment, or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, or modification.

14. Governing Law. This Agreement will be governed by the domestic laws of the State of Louisiana.

15. Severability. If any provision, or any portion of any provision, contained in this Agreement is determined to be invalid under any statute or rule of law, then it shall, to that extent alone, be deemed omitted.

16. Entire Agreement. This Agreement, including the exhibits attached hereto, and any Task Orders, constitute the entire agreement between the parties with respect to the subject matter hereof. Except for Task Orders that may have been issued prior to the execution of this Agreement, all prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SJB GROUP, LLC (Consultant)

CITY OF THIBODAUX (Owner)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Title: Vice President of Engineering

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Further Description of Method of Invoices and Payments and Related Matters**

This is an exhibit attached to and made a part of the Agreement dated, January 1, 2025, between SJB Group, LLC and The City of Thibodaux for the purpose of providing consulting or professional services:

1. The method of invoice and payment for services rendered by Consultant shall be as set forth below and the term Reimbursable Expenses payable to Consultant shall have the meaning indicated below:

For minor miscellaneous work requested by the Owner, invoices will be developed on the basis of man-hours expended times the applicable rate per hour as contained in the attached Rate Sheet for the classification of employee engaged in the work. All invoices shall include a detailed description of the task requested to be performed by Consultant.

For larger and more specific projects a Task Order will be developed under this Master Agreement. Invoicing for a Task Order can be established on a Lump Sum or Time and Expense basis. Billing methods for specific Task Orders shall be mutually agreed upon by Owner and Consultant prior to beginning work. The establishment of a Lump Sum Fee or Time and Expense will require that the Scope of Services can be clearly defined and limited by the specific Task Order issued. Any additional work or services outside the scope of the Task Order will be billed on a Time and Expense basis.

Reimbursable expenses shall include applicable round-trip mileage from SJB's office to the project site, applicable postage required for express mailings and applicable charges for specialized consultants, or equipment employed by SJB Group, LLC at the request of the City of Thibodaux.

2. OWNER has established the following budgetary requirements and considerations in respect of the Assignment:

The City of Thibodaux has established a one (1) year budget for as-needed, or as-called-for Consulting and Professional Services at Fifteen Thousand Dollars (\$15,000.00). Prior to exceeding this amount the Consultant will request approval from the Owner for any additional funds before the service is provided.

3. SJB Group, LLC Rate Sheet Attached



**LGA Member Rate Sheet – Effective September 1, 2024**

**GENERAL ENGINEERING RATES**

Principal	\$350.00/Hour
Engineering Manager	\$250.00/Hour
Gas Compliance Manager	\$125.00/Hour
Sr. Project Manager	\$195.00/Hour
Utility Engineer –Project Manager	\$190.00/Hour
Engineering Project Manager	\$175.00/Hour
Sr. Landscape Architect	\$160.00/Hour
Project Manager	\$145.00/Hour
Engineer Intern	\$115.00/Hour
Designer/Planner	\$105.00/Hour
Designer/Technician/Inspector	\$95.00/Hour

**GENERAL SURVEYING RATES**

Principal Surveyor	\$300.00/Hour
Sr. Reg. Land Surveyor	\$250.00/Hour
Reg. Land Surveyor	\$175.00/Hour
Sr. Project Manager	\$155.00/Hour
Project Manager/LSI	\$140.00/Hour
Sr. Designer	\$135.00/Hour
CADD Technician	\$105.00/Hour
Drafter	\$95.00/Hour
Survey Technician	\$75.00/Hour
One Man Crew	\$115.00/Hour
Two Man Crew	\$205.00/Hour
Three Man Crew	\$255.00/Hour
Four Man Crew	\$310.00/Hour
LIDAR Crew (2 Man)	\$250.00/Hour
Boat & Motor	\$250.00/Day
UTV	\$500/Day

**GENERAL CONSTRUCTION SERVICES RATES**

Program Manager/Coordinator	\$235.00/Hour
Sr. Project Manager	\$230.00/Hour
Project Manager	\$175.00/Hour
Jr. Project Manager/Program Assist	\$130.00/Hour
Communication Specialist	\$95.00/Hour

**GENERAL SUBSURFACE UTILITY ENGINEERING RATES**

SUE Department Manager	\$250.00/Hour
SUE Asst. Dept. Mgr./Project Manager	\$170.00/Hour
Utility Coordinator	\$190.00/Hour
Designer	\$130.00/Hour
Technician	\$105.00/Hour
SUE Tech I	\$75.00/Hour
SUE Tech II	\$100.00/Hour
SUE Tech III	\$120.00/Hour
Designating Day Rate:	\$2,900.00/Day
Test Hole Day Rate:	\$3,350.00 Day

**GENERAL ADMINISTRATIVE RATES**

Accountant	\$170.00/Hour
Administrative Assistant	\$85.00/Hour

Note: Per Diem to be negotiated.

**TERMS NET 30**