

AGREEMENT

BETWEEN CITY OF THIBODAUX AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of ____ day of _____, 2025, between the City of Thibodaux (OWNER) and Leonard Chauvin P.E., P.L.S., Inc. (ENGINEER). OWNER intends to:

Conduct road improvements within the City of Thibodaux as part of the 2025 City of Thibodaux Road Improvement Projects located in Thibodaux, Louisiana.

The above work to be identified as: CITY OF THIBODAUX 2025 ROAD IMPROVEMENTS (herein called the PROJECT).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

1. ENGINEERING BASIC SERVICES (SEE EXHIBIT "F")
2. ADDITIONAL SERVICES (SEE EXHIBIT "B")
 - a) Topographic Surveys – (Hourly Estimated Not to Exceed \$15,000)
 - b) Construction Observation – (Hourly Estimated Not to Exceed \$30,000)

ENGINEER shall provide professional engineering services for OWNER in all phases of the PROJECT to which this Agreement applies, serve as OWNER's professional engineering representative for PROJECT as set forth below and shall give professional engineering consultation and advise to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER'S requirements for the PROJECT and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3 and act as OWNER's representative in connection with any such services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the PROJECT and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the PROJECT, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "PROJECT COSTS").

1.2.7. Furnish three copies of the Report and present and review it in person with OWNER.

1.2.8. The Study and Report Phase Services are complete and the Report was submitted on August 11, 2025

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Report, determine the extent of the PROJECT.

1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable PROJECT COSTS.

1.3.4 Furnish three copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. The Preliminary Design Phase Services will be completed and ENGINEER's

documentation and opinion of costs submitted within **ninety (90)** calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents and the revised opinion of probable PROJECT Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the PROJECT (hereinafter called "Drawings") and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable PROJECT Cost caused by changes in extent or design requirements of the PROJECT or Construction Costs and furnish a revised opinion of probable PROJECT Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish three copies of the above documents and present and review them in person with OWNER.

1.4.6. The Final Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within **sixty (60)** calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters."

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services in accordance with applicable Louisiana Bid Law.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime CONTRACTOR(s) (hereinafter called "CONTRACTOR(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except to the extent provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to CONTRACTOR(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of CONTRACTOR(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR(s) or the safety precautions and programs incident to the work of CONTRACTOR(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that

the completed work of CONTRACTOR(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of CONTRACTOR(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and take other appropriate action in respect of Shop Drawings (as that term is defined in the aforesaid General Conditions) and samples, the results of tests and inspections and other data which each CONTRACTOR is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to CONTRACTOR(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and CONTRACTOR(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to CONTRACTOR(s) and recommend in writing payments to CONTRACTOR(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning PROJECT upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due CONTRACTOR(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any CONTRACTOR has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or

equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that CONTRACTOR(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the PROJECT is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each CONTRACTOR has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each CONTRACTOR and may give written notice to OWNER and the CONTRACTOR(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or subcontractor, or any of the CONTRACTOR(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the CONTRACTOR(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.7. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Provide assistance in the closing of any financial or related transaction for the PROJECT.

1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the PROJECT.

1.7.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the PROJECT.

1.7.5. Prepare and provide to the OWNER a set of reproducible record drawings showing Final Construction Drawings and those changes made during the construction process, based on marked-up prints, drawings and other data furnished by the CONTRACTOR(s) to ENGINEER and which ENGINEER considers significant.

1.7.6. In company with OWNER, visit the PROJECT to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with CONTRACTOR(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters."

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

No Additional Services or Reimbursable Expenses shall be incurred by the Engineer without prior written approval of the OWNER. ENGINEER shall request in writing OWNER's authorization to incur such expenses, shall explain the need for such services, and shall provide an estimate and/or limit of fees and costs for OWNER's consideration prior to OWNER's authorization to proceed.

Additional Services and compensation for this PROJECT are indicated in Exhibit B "Additional Services and Fees of the Engineer."

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for CONTRACTOR(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and

appraisals; assistance in obtaining financing for the PROJECT; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the PROJECT than are contemplated by Section 5 and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing any type of field surveys for design purposes and engineering surveys and staking to enable CONTRACTOR(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by CONTRACTOR(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, and (2) acceleration of the progress schedule involving services beyond normal working hours.

2.1.13. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT (except as agreed to under Basic Services).

2.1.15. Additional services in connection with the PROJECT, including services normally

furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident PROJECT Representative will be furnished and will act as directed by ENGINEER in order to assist engineer in observing performance of the work of CONTRACTOR(s). Such services will be paid for by OWNER as indicated in Exhibit C of this Agreement.

2.2.2. The compensation, duties and responsibilities and the limitations on the authority of the Resident PROJECT Representative and assistants will be set forth in Exhibit C which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident PROJECT Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR(s); but the furnishing of such resident PROJECT representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for CONTRACTOR(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4. If OWNER designates another person to represent OWNER at the PROJECT site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in Exhibit C of this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

The OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation

core borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable CONTRACTOR(s) to proceed with the layout of the work.

3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") as may be necessary for completion of the PROJECT.

3.8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONTRACTOR(s), such auditing service as OWNER may require to ascertain how or for what purpose any CONTRACTOR has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that CONTRACTOR(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.9. Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of CONTRACTOR(s).

3.11. Furnish, or direct ENGINEER to provide, Additional Services as described in Section 2 of this Agreement or other services which may become necessary for this PROJECT.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the PROJECT including extra work and required extensions thereto.

4.2. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities have jurisdiction over design criteria applicable to the PROJECT.

4.3. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable PROJECT Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective CONTRACTOR(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5).

4.4. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the PROJECT or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the PROJECT involves more than one prime contract.

4.5. If OWNER has requested significant modifications or changes in the extent of the PROJECT, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately and shall be agreed upon in writing by the OWNER and ENGINEER.

4.6. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within ninety (90) calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.7. If ENGINEER's services for design or during construction of the PROJECT are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4.8. In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.8 inclusive, will be modified accordingly.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1 The OWNER will pay Basic Services as provided for in Exhibit D "Schedule of Fees for Basic Engineering Services".

The Basic Service Fee is estimated at \$54,370, using an estimated construction cost of \$671,237 and a fee percentage of 8.1% The fee percentage is based on Exhibit D to this agreement. The basic Service fee may be adjusted in accordance with the terms of this agreement.

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as provided in Exhibit B to this Agreement.

5.1.2.1. *Special Consultants.* For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to Section 2, the amount billed to ENGINEER therefor times a factor of **1.20**.

5.1.2.2. *Serving as a Witness.* For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.14, at the rate of **\$800.00** per day or any portion thereof (but compensation for time spent in preparing to appear in any such

litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.).

5.1.2.3. *Resident Project Services.* For Resident Services During Construction furnished under Section 2, on the basis of Exhibit C of this Agreement.

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1. and 5.1.2., OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for: transportation and subsistence incidental thereto; obtaining bids or proposals from CONTRACTOR(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar PROJECT-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

5.2. Times of Payments.

5.2.1. Upon conclusion of each phase of Basic Services, after OWNER and ENGINEER have reviewed submittals required in the completed phase, OWNER shall pay an amount as necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

<u>Phase</u>	<u>Percentage</u>
Study and Report.....	10%
Preliminary Design	35%
Final Design	75%
Bidding or Negotiating	80%
Construction.....	95%
Operational.....	100%

5.2.2. Times of payments for Additional Services not indicated in Exhibit B and Reimbursable Expenses shall be established in the request by the ENGINEER and the authorization by the OWNER as provided in Section 2.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services

rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid according to the Schedule of Fees and Charges listed in Exhibit B to this Agreement for services rendered during that phase to date of termination by principals and employees assigned to the PROJECT. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses which have been incurred in accordance with this Agreement.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire PROJECT (herein referred to as "Construction Cost") means the total cost of the entire PROJECT to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the PROJECT.

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable PROJECT Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to PROJECT or Construction Cost he shall employ an independent cost estimator as provided in Section 3.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable PROJECT or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the

Drawings and Specifications and to make reasonable adjustments in the extent of the PROJECT to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date of which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the PROJECT within a reasonable time, or (3) cooperate in revising the PROJECT's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination.

This Agreement may be terminated by either party upon seven days' written notice.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of the OWNER.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each binds himself and his partners, successors,

executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits where under to anyone other than OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS EXHIBITS AND SCHEDULES

8.1. This Agreement is subject to the following special provisions.

8.1.1. During the term of this Agreement plus one calendar year thereafter, ENGINEER shall maintain professional liability, errors, and omissions insurance in the amount of \$1,000,000.00 with a maximum deductible of \$20,000.00. ENGINEER shall furnish certificates showing proof of Professional Liability Insurance with provisions on said certificate for notification of the OWNER of any changes in coverage.

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 1 page.

8.2.2. Exhibit B "Additional Services and Fees of the ENGINEER" consisting of 2 pages.

8.2.3. Exhibit C "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of 4 pages.

8.2.4. Exhibit D "Schedule of Fees for Basic Engineering Services" consisting of 1 page.

8.2.5. Exhibit E "Certificates of Insurance" consisting of 3 pages.

8.2.6. Exhibit F "Study and Report Phase Program Plans" consisting of 4 pages.

8.3. This Agreement (consisting of pages 1 to 17 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Kevin Clement - Mayor
(Print Name)

ENGINEER:



Leonard J. Chauvin III P.E., P.L.S.
(Print Name)

EXHIBIT A

EXHIBIT A TO AGREEMENT BETWEEN THE CITY OF THIBODAUX AND ENGINEER FOR PROFESSIONAL SERVICES, dated _____, 2025.

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, 20____ between the City of Thibodaux (OWNER) and Leonard Chauvin P.E., P.L.S., Inc. (ENGINEER) providing for professional engineering services. The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

During the Study and Report Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.2.)
has been completed to the satisfaction of the OWNER at the time of signing this contract.

During the Preliminary Design Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.3.)
Adhere to all regulatory requirements in the design of this project.

During the Final Design Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.4.)
Adhere to all regulatory requirements in the design of this project. Acquire any and all required permits.

During the Bidding or Negotiating Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.5.)
Advertise, receive and evaluate bids received and make recommendations to the OWNER all in accordance with applicable Louisiana Bid Laws.

During the Construction Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.6.)
Provide field control surveys and establish reference points and base lines to enable CONTRACTOR(s) to proceed with the layout of the work.

During the Operational Phase ENGINEER:
(insert amendments or supplements to paragraph 1.7.)

EXHIBIT A

**EXHIBIT A TO AGREEMENT BETWEEN THE
CITY OF THIBODAUX AND ENGINEER FOR
PROFESSIONAL SERVICES, dated
_____, 2025.**

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, 20____ between the City of Thibodaux (OWNER) and Leonard Chauvin P.E., P.L.S., Inc. (ENGINEER) providing for professional engineering services. The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

During the Study and Report Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.2.)

has been completed to the satisfaction of the OWNER at the time of signing this contract.

During the Preliminary Design Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.3.)

Adhere to all regulatory requirements in the design of this project.

During the Final Design Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.4.)

Adhere to all regulatory requirements in the design of this project. Acquire any and all required permits.

During the Bidding or Negotiating Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.5.)

Advertise, receive and evaluate bids received and make recommendations to the OWNER all in accordance with applicable Louisiana Bid Laws.

During the Construction Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.6.)

Provide field control surveys and establish reference points and base lines to enable CONTRACTOR(s) to proceed with the layout of the work.

During the Operational Phase ENGINEER:

(insert amendments or supplements to paragraph 1.7.)

EXHIBIT B

EXHIBIT B TO AGREEMENT BETWEEN THE CITY OF THIBODAUX AND ENGINEER FOR PROFESSIONAL SERVICES, dated _____, 2025.

ADDITIONAL SERVICES AND FEES OF THE ENGINEER

The following additional services are required for this PROJECT and the following lump sum fees will be paid to the ENGINEER by the OWNER when the corresponding services are complete:

<u>ADDITIONAL SERVICE</u>	<u>FEE</u>
Topographic Surveys*	\$ 15,000.00
Construction Observation*	\$ 30,000.00

* Estimates based on hourly rates not to be exceeded without authorization of the OWNER.

Following is a Schedule of Fees and Charges for Additional Services of the ENGINEER which may become necessary for this PROJECT and are authorized by the OWNER as provided in Section 2:

<u>SERVICE AND/OR PERSONNEL CATEGORY</u>	<u>HOURLY BILLING RATE</u>
Principal Engineer	\$ 175.00
Professional Engineer	\$ 150.00
Registered Land Surveyor	\$ 130.00
Engineering/Surveying Intern	\$ 95.00
Environmental Scientist	\$ 150.00
Construction Observer	\$ 90.00
Sr. AutoCAD Technician	\$ 95.00
AutoCAD Technician	\$ 75.00
Engineer's Assistant	\$ 50.00
Clerical and Stenographer	\$ 40.00
2-Man Survey Crew	\$ 160.00
Survey Helper	\$ 25.00
Inspection Vehicle	\$ 10.00/HR.
GPS with Data Recorder	\$ 450.00/DAY
Total Station with Data Recorder	\$ 300.00/DAY
Robotic Total Station with Data Recorder	\$ 300.00/DAY
25' Boat/225 H.P. Outboard	\$ 650.00/DAY
18' Boat/115 H.P. Outboard	\$ 450.00/DAY
18' Boat/40 Surface Drive	\$ 400.00/DAY
Sonar-Mite Echo Sounder	\$ 100.00/DAY
Four Wheel A.T.V.	\$ 200.00/DAY

PRINTING AND REPRODUCTIONBILLING RATE

Computer Plotting:	36" x 42"	\$ <u>5.50</u> per sheet
	24" x 36"	\$ <u>4.50</u> per sheet
	18" x 24" and smaller	\$ <u>3.50</u> per sheet
Blue Line Copies up to:	24" x 36"	\$ <u>3.00</u> per copy
	36" x 42"	\$ <u>4.00</u> per copy
Photo Copies:	8-1/2" x 11"	\$ <u>.10</u> per copy
	8-12" x 14"	\$ <u>.15</u> per copy
	11" x 17"	\$ <u>.20</u> per copy

FAX Transmission: \$.25 per sheet

TRAVEL

Company vehicle: \$.60 per mile

Commercial Carrier: Cost + 15 %

DIRECT EXPENSE

Miscellaneous direct expense must be authorized by OWNER prior to occurrence and will be billed at cost plus 15%.

EXHIBIT C

EXHIBIT C TO AGREEMENT BETWEEN THE
CITY OF THIBODAUX AND ENGINEER FOR
PROFESSIONAL SERVICES, dated
_____, 2025.

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR. However, ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct, or have control over CONTRACTOR's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by CONTRACTOR, for safety precautions and programs incident to the work of CONTRACTOR, for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's performing and furnishing the work, or responsibility of construction for CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents. *In particular, the specific limitations set forth in paragraph 2.2 of the Agreement are applicable.*

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

The RPR shall be the following person(s):

Derek Hebert

Other Qualified Personnel

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 1. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 2. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 1. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 3. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
5. *Records:*
 1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and

delivered to CONTRACTOR and other Project related documents.

2. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
3. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

6. *Reports:*

1. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 2. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
7. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR and applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

8. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
9. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
10. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors, Suppliers, or CONTRACTOR's superintendent.
11. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

EXHIBIT D

EXHIBIT D TO AGREEMENT BETWEEN THE
CITY OF THIBODAUX AND ENGINEER FOR
PROFESSIONAL SERVICES, dated
_____, 2025.

SCHEDULE OF FEES FOR BASIC ENGINEERING SERVICES

CONSTRUCTION COST ESTIMATE	FEE FOR BASIC SERVICES	FEE PERCENTAGE (for reference)
\$100,000 and less	\$ 11,000	11.0
\$200,000	\$ 20,000	10.0
\$300,000	\$ 28,000	9.3
\$400,000	\$ 35,000	8.8
\$500,000	\$ 42,000	8.4
\$600,000	\$ 49,000	8.2
\$700,000	\$ 56,000	8.0
\$800,000	\$ 63,000	7.9
\$900,000	\$ 69,000	7.7
\$1,000,000	\$ 75,000	7.5
\$2,000,000	\$140,000	7.0
\$3,000,000	\$198,000	6.6
\$4,000,000	\$260,000	6.5
\$5,000,000 and higher	\$320,000	6.4

Fee shall be based on CONSTRUCTION COST ESTIMATE determined at the completion of Study and Report Phase (or Preliminary Design Phase for some projects) and will not change unless scope of project is changed. If the OWNER establishes a Construction Cost limit, the Construction Cost limit shall be used to determine the fee from the above schedule.

Fees for construction costs not shown in the above chart shall be determined by linear interpolation of fee amounts.

For projects which consist solely of renovation of existing buildings, pump stations, plants, etc., the above fees will be increased by a factor of 1.25. This does not apply to projects involving replacement and abandonment of existing utilities and facilities.

For purposes of using the above schedule, the Construction Cost Estimate/limit shall consist of the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the PROJECT.

During the construction phase, change orders shall not alter the fee unless said change order changes the scope of the PROJECT and requires additional engineering services not contemplated prior to the Construction Phase. If change orders arise because of inadequate or erroneous construction documents or because of any matter which could reasonably have been anticipated by ENGINEER and included in the original construction documents, such change orders shall not alter the ENGINEER's fee.

EXHIBIT E

**EXHIBIT E TO AGREEMENT BETWEEN THE
CITY OF THIBODAUX AND ENGINEER FOR
PROFESSIONAL SERVICES, dated
_____, 2025.**

**CERTIFICATE OF PROFESSIONAL LIABILITY, GENERAL LIABILITY, WORKMEN'S
COMPENSATION INSURANCE AND AUTOMOBILE LIABILITY INSURANCE**

CONSISTING OF 3 PAGES.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rebecca Tyler
Oak Point Risk Advisors	PHONE (A/C, No, Ext): (985) 868-0715
208 East Bayou Rd	FAX (A/C, No):
	E-MAIL ADDRESS: RTyler@oakpointrisk.com
Thibodaux LA 70301	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Phoenix Insurance Company
	INSURER B: Charter Oak Fire Insurance Company
	INSURER C: Travelers Indemnity Co of America
	INSURER D: Louisiana Workers' Compensation Corporation
	INSURER E: Admiral Insurance Company
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 25-26 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			BA-7R292621-25-47-G	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7R292621-25-47-G	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0H735644-25-47	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	80672	05/01/2025	05/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			EO000044593-08	05/01/2025	05/01/2026	Gen Aggregate \$2,000,000 Each Occurrence \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Oak Point Risk Advisors		NAMED INSURED Leonard Chauvin P.E. P.L.S., Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

General Liability Policy Includes:
Blanket Additional Insured as required by written contract;
Blanket Waiver of Subrogation as required by written contract
Contractual Liability
Primary and Non-Contributory as required by written contract

Commercial Auto Policy Includes:
Blanket Additional Insured as required by written contract
Blanket Waiver of Subrogation as required by written contract.
Primary and Non-Contributory as required by written contract.

\$4M Umbrella Policy Includes:
Blanket Additional Insured as required by written contract
Blanket Waiver of Subrogation as required by written contract
Follow Form
Schedule of Underlying Coverages Include: General Liability, Auto, Employers Liability

Workers Compensation Policy Includes:
Blanket Waiver of Subrogation as required by written contract
USL&H
Blanket Alternate Employer as required by written contract

Professional Liability Policy Includes:
Blanket Waiver of Subrogation as required by written contract

EXHIBIT F

**EXHIBIT F TO AGREEMENT BETWEEN THE CITY
OF THIBODAUX AND ENGINEER FOR
PROFESSIONAL SERVICES, dated
_____, 2025.**

STUDY AND REPORT PHASE PROGRAM PLANS

CONSISTING OF 4 PAGES.

627 JACKSON STREET
THIBODAUX, LA. 70301

(985) 449-1376 TEL
(985) 449-1050 FAX

LEONARD CHAUVIN P.E., P.L.S., INC.
Civil Engineer - Land Surveyor

August 11, 2025

City of Thibodaux – Department of Public Works
Attn: Josh Bourgeois, Public Works Director
1219 Henry S. Thibodeaux St.
Thibodaux, LA 70302

***RE: 2025 Proposed Road Improvements Project located in the
City of Thibodaux, Lafourche Parish, Louisiana***

Mr. Bourgeois,

We have prepared an Opinion of Probable Project Cost for the streets requested by the City of Thibodaux. A map has been attached with this transmittal for your reference indicating the streets that have been requested to be improved. At this time the cost provided for each street is only an opinion of probable cost, and pricing will be refined as design progresses. Upon your approval, LCI will begin investigation of the street conditions and determine which streets can be improved with the funding available. LCI has attached the cost for Engineering Basic Services, Topographic Surveys, and Construction Observation. Engineering Basic Services is based on a fee curve for Engineering Services of a project valued at the construction cost indicated on the attached. The cost per street is based on cold planning the existing surface and overlaying with a 2" wearing course. An allowance for patching is included in each indicated cost. If it is discovered during design that the roads are in worst condition than expected at this time, a cost estimate and proposed road improvement list will be revised and resubmitted for your approval prior to bidding. Topographic Surveys will be required to quantify the work to be completed and assist with design. A General Plan of the project and Opinion of Probable Project Cost is provided for your review along with a contract to provide professional services.

Please review the attachments and call to discuss if you have any further questions. We look forward to working with the City of Thibodaux on this project and will commence upon your approval of the proposed work.

Sincerely,



Leonard J. Chauvin III, PE, PLS

Attachments: Project General Plan (1), Probable Construction Cost (1)

ST. JOSEPH ST. (±1,040')

BAYOU LANE

CARDINAL DR.

TETREAU ST. (±2,930')

TETREAU ST. (±625')

IRIS ST. (±1,550')

LEDET ST.

SANDERS ST.

GOODE ST.

MCCULLA ST.

ST. CHARLES ST.

LACARDE ST.

CANAL BLVD.

GERALD T. PELTIER DR.

E 12TH ST.

MENARD ST.

LA HIGHWAY 308
LAFOURCHE
BAYOU

MAP SHOWING
CITY OF THIBODAUX
2025 ROAD IMPROVEMENTS
LAFOURCHE PARISH, LOUISIANA
DATE: AUGUST 11, 2025

SCALE IN FEET



LEONARD CHAUVIN P.E., P.L.S., INC.
CIVIL ENGINEER - LAND SURVEYOR
627 JACKSON ST. THIBODAUX, LA.
PHONE: (985) 449-1376

Leonard Chauvin P.E., P.L.S., Inc.
627 Jackson St.
Thibodaux, LA 70301
August 11, 2025

OPINION OF PROBABLE PROJECT COST
CITY OF THIBODAUX
2025 ROAD IMPROVEMENTS
THIBODAUX, LOUISIANA

ITEM	DESCRIPTION	QTY.	UNIT	St. Joseph Street		QTY.	UNIT	Tetreau Steet Menard St. - 12th Street		QTY.	UNIT	Tetreau Steet 12th Street - Gen. T Peltier		QTY.	UNIT	Iris Street	
				UNIT PRICE	TOTAL			UNIT PRICE	TOTAL			UNIT PRICE	TOTAL			UNIT PRICE	TOTAL
202	Removal of Structures and Obstructions	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS	\$ 2,500.00	\$ 2,500.00
401 A	Aggregate Surface Course for Driveway Maintenance (LA 610 Limestone)	5	TON	\$ 55.00	\$ 275.00	5	TON	\$ 55.00	\$ 275.00	5	TON	\$ 55.00	\$ 275.00	5	TON	\$ 55.00	\$ 275.00
401 B	Shape & Compact Shoulders (Windrow Materials)	11.5	Sta	\$ 60.00	\$ 690.00	30	Sta	\$ 60.00	\$ 1,800.00	6.1	Sta	\$ 60.00	\$ 366.00	16	Sta	\$ 60.00	\$ 960.00
401 C	Aggregate Surface Course for Shoulder Maintenance (Reclaimed Asphalt)	5	TON	\$ 30.00	\$ 150.00	5	TON	\$ 30.00	\$ 150.00	5	TON	\$ 30.00	\$ 150.00	5	TON	\$ 30.00	\$ 150.00
502 A	Level 1 - 12" Full Depth Asphalt Patch	100	SY	\$ 122.00	\$ 12,200.00	750	SY	\$ 122.00	\$ 91,500.00	300	SY	\$ 122.00	\$ 36,600.00	300	SY	\$ 122.00	\$ 36,600.00
502 C	Level 1 - 2" Asphalt Concrete Wearing Course	1900	SY	\$ 18.00	\$ 34,200.00	7600	SY	\$ 18.00	\$ 136,800.00	1600	SY	\$ 18.00	\$ 28,800.00	3600	SY	\$ 18.00	\$ 64,800.00
502 D	3' Driveway Transitions (Asphalt)	100	SY	\$ 12.00	\$ 1,200.00	300	SY	\$ 12.00	\$ 3,600.00	100	SY	\$ 12.00	\$ 1,200.00	100	SY	\$ 12.00	\$ 1,200.00
509 A	2" Cold Plan	1900	SY	\$ 5.00	\$ 9,500.00	7600	SY	\$ 5.00	\$ 38,000.00	1600	SY	\$ 5.00	\$ 8,000.00	3600	SY	\$ 5.00	\$ 18,000.00
713	Temporary Signs and Barricades	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS	\$ 5,000.00	\$ 5,000.00	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS	\$ 2,500.00	\$ 2,500.00
727	Mobilization/Demobilization	1	LS	\$ 15,000.00	\$ 15,000.00	1	LS	\$ 15,000.00	\$ 15,000.00	1	LS	\$ 15,000.00	\$ 15,000.00	1	LS	\$ 15,000.00	\$ 15,000.00
TOTAL					\$ 78,215.00				\$ 294,625.00				\$ 95,391.00				\$ 141,985.00
PROBABLE STREET COST:					\$ 78,215.00				\$ 294,625.00				\$ 95,391.00				\$ 141,985.00
Total																	\$ 610,216.00

10% Contingency \$ 61,021.60

SUB TOTAL \$ 671,237.60

ENGINEERING, SURVEYING, & CONSTRUCTION OBSERVATION	
Engineering Basic Services (8.1%)	\$ 54,370.00
Topographic Surveys	\$ 15,000.00
Construction Observation	\$ 30,000.00
Total	\$ 99,370.00

TOTAL PROBABLE PROJECT COST \$ 770,607.60