

October 10, 2025

GIS Systems and Infrastructure

TO Josh Bourgeois, Director of Public Works
City of Thibodaux
1219 Henry S Thibodaux Rd.
Thibodaux, LA 70301

FROM William Johnson
Geospatial Solutions Lead
William.johnson@tbsmith.com

Dear Mr. Bourgeois,

T. Baker Smith, LLC (TBS) is an integrated, professional consulting firm committed to delivering successful project outcomes for our clients. TBS' disciplined professionals serve as trusted advisors by engaging clients' challenges, framing innovative solutions, and providing responsive service during all phases of project delivery.

TBS provides the following Letter Agreement for professional services for the above referenced project. The specific project description, scope of work, client's responsibilities and compensation are set forth below.

SCOPE OF WORK

The City of Thibodaux has requested guidance and assistance in the administration of their GIS systems, infrastructure, data integration, and migration to a self-owned stand-alone GIS platform.

The project will consist of the implementation, configuration, and maintenance for the geospatial portal for the City of Thibodaux. The detailed scope of work consists of, but is not limited to, the following:

Data Management and Mapping:

- A. Implementation and Setup (Up-front T&M cost)
 - 1. Assist with ESRI ArcGIS Online account creation and administration.
 - 2. TBS will be a liaison between ESRI and the City of Thibodaux to assist with administration of AGOL including guidance on licensing and accessibility.
- B. GIS Services (T&M cost)
 - 1. GIS core services
 - Provide guidance on scalable design defining a workflow procedure to manage an AGOL account along with managing system requirements and data storage guidelines utilizing best practices.



- Outline and identify automation processes along with key roles and responsibilities.
 - Provide documentation of the overall required architecture, equipment, and software needed for the geospatial system.
 - Determine how datasets will be used regarding editing, modeling and analysis, business workflows, and mapping.
 - Provide guidance and assistance on overall GIS data model schema adhering to best practices and guidelines.
2. Feature editing and data maintenance
- Data Transformation – Convert raw data into geospatial formats. Restructure data to a state that it is suitable for final data analysis.
 - Access & Data Integration – When applicable, provide guidance and implementation on data exposure. Integrate various data sources from 3rd party systems.
 - Assist with updating, revising, designing, and maintenance of maps; supports the interpretation and digitation of remotely sensed data, aerial photography, and satellite imagery.
 - Identify attribute fields, column types, attribute domains, relationships, and subtypes.
 - Specify scale ranges and the spatial representations of each data theme to optimize performance.

ONGOING DATA INPUT/MAINTENANCE

TBS will input client-provided or third-party data in accordance with standard TBS QA/QC process. This will include cost-effective ways of reducing redundant data aggregation and importation routines. The time to complete this task will be billed on a time and materials basis.

CLIENT'S RESPONSIBILITY

1. Provide TBS with criteria and information regarding project requirements including all project objectives and known constraints.
2. Arrange safe access and make necessary provisions for TBS to enter public and private property required to perform the professional services.
3. Provide formally documented review and approvals of the professional services provided.
4. Provide any known PPE requirements and any known safety training requirements.

QUALITY ASSURANCE AND QUALITY CONTROL

TBS will implement and follow its internal Quality Assurance and Quality Control program to ensure all data and associated documentation are accurate and in compliance with Industry Standards. The QA/QC program will include daily data logs, time sheet review, control point checks, and



project schedule maintenance. Checklists will be used to ensure deliverables are consistent, and accurate.

COMPENSATION

T. Baker Smith, LLC will accomplish these tasks as outlined and directed by the City of Thibodaux on a yearly retainer basis for an amount not to exceed \$40,000.00, which will be invoiced monthly as services are provided according to the rate schedule attached.

TERM

This agreement shall be effective from the date of execution and expire 12 months thereafter.

STANDARD OF PERFORMANCE

The standard of care for all professional services performed or furnished by TBS under this agreement will be that degree of care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

TBS represents that to the best of its knowledge, ability, and professional judgment all work will be performed safely and in a good and workmanlike manner; that TBS has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for CLIENT.

This agreement, together with the attached Terms and Conditions and enclosures, constitutes the entire agreement between CLIENT and TBS. It may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

If you are in agreement with the terms and conditions outlined within, please execute this document in the appropriate location and return a copy to our office. Upon receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this Letter Agreement shall be applicable for forty-five (45) days, after which we reserve the right to review and/or renegotiate them.

If you have any questions, comments, or need additional information, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "William Johnson", is written over a horizontal line.

William Johnson
Geospatial Solutions Lead
337.735.2856 | Direct
337.316.6078 | Mobile
william.johnson@tbsmith.com



Agreed to this date: _____

Agreed to this date: _____

By: City of Thibodaux

By: T. Baker Smith, LLC

Client Representative (SIGN)

T. Baker Smith, LLC Representative (SIGN)

Client Representative (PRINT)

T. Baker Smith, LLC Representative (PRINT)

TERMS AND CONDITIONS

- 1. Applicability to Services:** These Terms and Conditions ("Conditions") will exclusively govern all services rendered by or on behalf of T BAKER SMITH, LLC and/or any of its affiliated entities ("Consultant") for the Client specified in the order, including all additional services, modifications to such services, or change orders for services subsequently agreed upon by the parties (collectively, "Services"). No terms and conditions other than these Conditions shall be binding upon Consultant, and all terms and conditions contained in any prior oral or written communication (including without limitation Client's purchase order and terms and conditions thereof) which are different from or in addition to these Conditions are hereby expressly rejected by Consultant and shall not be binding on Consultant. All prior proposals, negotiations, representations or terms and conditions communicated, if any, are merged herein and superseded by these Conditions, and Client is deemed to have consented to the exclusive application of these Conditions upon signature or acceptance of the Consultant's Letter Agreement, Client's submittal of a Purchase Order or agreement for Consultant to provide Services to Client, and/or by Client's allowance of Services to be rendered to or for the benefit of Client. For avoidance of doubt, Consultant offers and/or counteroffers to provide the Services solely and exclusively in strict accordance with these Conditions, expressly rejecting any and all offers, counteroffers, terms and conditions of Client which are inconsistent or in addition to the terms hereof. No additional or differing terms and conditions shall be binding upon Consultant unless expressly consented to in writing by an authorized officer of Consultant.
- 2. Charges and Payment:** Client shall pay Consultant the agreed upon price or compensation for all Services and for all agreed upon expenses and costs related thereto. Invoices are due and payable upon receipt. Invoices not paid within thirty (30) days of Client's receipt of Consultant's invoice will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within sixty (60) days of receipt will result in the discontinuation of services until such invoices are paid in full. Invoices not paid within ninety (90) days of receipt will be referred for collection. Client will be responsible for all expenses incurred in the collection of any unpaid invoice, including all reasonable attorneys' fees.
- 3. Limited Warranty/Liability:** Consultant's sole and exclusive warranties are contained in the "Standard of Performance" provision of the Letter Agreement and ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN ARE HEREBY EXPRESSLY DISCLAIMED. Client's sole and exclusive remedy for any breach of warranty shall be as follows: at Consultant's sole option and election within



Consultant's sole discretion, Consultant shall either (i) re-perform non-conforming Services within a reasonable time without additional charge, provided Client may terminate Services agreement for failure of Consultant to commence such reperformance of non-conforming services within a reasonable time, or (ii) reimburse or not charge Client for the compensation for non-conforming Services. Notwithstanding any other provision herein, Client waives any and all other remedies and claims which it may have or damages incurred arising from breach of warranty, including but not limited to any claims for incidental, consequential, punitive, or other economic damages or loss.

4. **Force Majeure.** In no event shall Consultant be liable for any damages, delays in performance or failure to perform arising out of any Force Majeure event, including but not limited to Acts of God, hurricanes, tropical storms, inclement weather, power or utility outages or shortages, actions of others, and/or any other cause, event or condition beyond the control of Consultant.
5. **INDEMNIFICATION.** The following indemnification and release of liability will apply to all work performed under this contract. In the event one party must bring legal action in order to enforce an indemnification, all such legal costs shall be included as part of the indemnification.
 - a. **CONSULTANT'S INDEMNIFICATION OF CLIENT:** Consultant shall release Client of any liability for, and shall protect, defend, indemnify, and save Client, its officers, directors, employees and joint owners harmless from and against all claims, demands and causes of action of every kind and character (including Punitive Damages) for bodily injury, death, and property damage arising out of the performance of Consultant's duties under this Contract to the extent caused by the negligence or willful misconduct of Consultant, its subcontractors or their employees.
 - b. **CLIENT'S INDEMNIFICATION OF CONSULTANT:** Client shall release Consultant of any liability for, and shall protect, defend, indemnify, and save Consultant, its officers, directors, employees and joint owners harmless from and against all claims, demands and causes of action of every kind and character (including Punitive Damages) for bodily injury, death, and property damage to the extent caused by the negligence or willful misconduct of Client or its employees or agents.
 - c. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of this Contract, including, without limitation, loss of profit or business interruptions, however same may be caused, and regardless of whether caused by the negligence, breach of warranty or other legal duty, or other legal fault of either party.
6. **Compliance with Law:** Client shall at its expense comply with State, Federal and Local laws and regulations affecting all Services hereunder and Client shall pay all taxes imposed upon it by virtue of the Services rendered.
7. **Default:** In case of default or breach of this Agreement by Client, or if Consultant for any reason deems itself insecure, Consultant may stop work and terminate this Agreement without prejudice to any remedies or claims which Consultant might otherwise have.
8. **Jurisdiction and Venue:** The Client and Consultant hereby irrevocably (i) submit to and agree to litigate any dispute, suit, or action arising out of or relating to this Agreement or any of transactions contemplated by this Agreement in the exclusive jurisdiction and venue of the U.S. District Court for



T. Baker Smith

the State of Louisiana, Western District, Lafayette Division or any court in Lafayette Parish, Louisiana, and (ii) waive any and all objections to such jurisdiction or venue Client may have.

9. **Louisiana Statutory Employer.** The parties acknowledge and agree that (i) all work and services performed by Consultant are an integral part of and essential to the ability of Client to generate its goods, products, and services, (ii) that Client is and shall be deemed a statutory employer of Consultant's employees for purposes of La. R.S. 23:1061(A)(3), as the same may be amended from time to time.
10. **Miscellaneous:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No right of Consultant under this Agreement may be waived except in written signed by a duly authorized representative of Consultant. This instrument expresses the entire Agreement between the parties as to the content and matters addressed herein.