

June 4, 2026  
DDG #20-173  
Mayor Kevin Clement  
City of Thibodaux  
Canal Blvd. Bridge Replacement



# PROFESSIONAL SERVICES AGREEMENT AMENDMENT #5

## DESCRIPTION OF DESIGN CHANGES

This amendment is for additional traffic analysis by the traffic sub-consultant, Neel Schaffer Inc. and Associates, to evaluate anticipated traffic delays associated with closing both Canal Blvd. Bridges at once as well as evaluating delays if one bridge was to always remain open.

Attached to this amendment is an in-depth scope of work and fee from Neel Schaffer, Inc. which outlines the scope of work and deliverables.

## ESTIMATED FEE FOR THIS AMENDMENT: \$17,500.00

Hourly     Hourly Not to Exceed     Fixed Fee

### CONTRACT SUMMARY

Original Contract	1/22/2021	\$ 402,644.80
Amendment #1	8/4/2022	\$ 30,000.00
Amendment #2	5/5/2023	\$ 331,397.46
Amendment #3	8/19/2024	\$ 31,300.00
Amendment #4	3/10/2025	\$177,893.76
Amendment #5	6/4/2026	\$17,500.00
	<b>TOTAL:</b>	<b>\$ 990,736.02</b>

## ACCEPTANCE OF AMENDMENT

On January 22, 2021, the parties hereto executed an original Standard Form of Agreement for Professional Engineering Services which remains in full force and effect and is hereby incorporated by reference thereto. This Professional Services Agreement Amendment shall be bound by the terms and conditions of the original Standard Form of Agreement for Professional Engineering Services, which is not inconsistent herewith.

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
Date

6/4/2026

\_\_\_\_\_  
Matthew P. Rodrigue, PE  
Duplantis Design Group, PC

\_\_\_\_\_  
Date



6/3/2026

Mr. Matthew Rodrigue  
Duplantis Design Group (DDG).  
314 E Bayou Rd  
Thibodaux, LA 70301  
mattrodrigue@ddgpc.com

**Re: Canal Bridge Replacement  
High-Level Traffic Analysis Memo  
Thibodaux, LA**

Dear Mr. Matthew Rodrigue,

We are pleased to submit this proposal to perform a high-level traffic analysis in connection to the bridge replacement construction along Canal Blvd in Thibodaux, LA to determine impacts to the roadway network. A detailed scope of work (Exhibit A) has been developed and is attached for your review and approval. Based on this scope of work, we propose to provide this study for a lump sum fee of \$17,500. This fee is subject to change based on your review and approval of the proposed scope of work. Attendance of any additional meetings will be billed separately based on our 2026 Hourly Rate Schedule (Exhibit B).

Neel-Schaffer, Inc. will bill Duplantis Design Group (DDG). monthly for our services based on work completed to date. We hold Duplantis Design Group (DDG). responsible for payment of services. Our statements shall be due and payable within 30 days of statement date. Payment of these services will be performed in accordance with our attached General Terms and Conditions (Exhibit C).

*(NOTES: Any additional requirements by the city or DOTD may change the scope and necessitate a re-negotiation of fees.)*

This letter, Exhibits A, B, and C will represent the entire understanding between Duplantis Design Group (DDG). and Neel-Schaffer, Inc. with respect to the services we will provide for this project and may be modified in writing signed by both parties. If this satisfactorily sets forth your understanding of our agreement, please have the original document signed by the authorized personnel in the space provided and return to us, keeping a copy for your files.

engineers | planners | surveyors | environmental scientists | landscape architects

P: 225.924.0235 | F: 225.208.1132

10000 Perkins Rowe, Suite G360

Baton Rouge, LA 70810

www.neel-schaffer.com



6/3/2026  
Mr. Matthew Rodrigue  
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We are looking forward to working with you on this project. Should you have any questions or if I may be of further service to you in any way, please don't hesitate to call me at 985-807-1816.

Sincerely,



Jonathan Duhe, P.E., PTOE  
Senior Project Manager  
NEEL-SCHAFFER, INC.

Enclosures

cc: Ellen Howard, Engineer Manager, Neel-Schaffer, Inc.

Agreed to and accepted by:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date



Exhibit A  
NSI Proposal # 4182634  
Proposed Scope of Work  
LA 1 at Canal Blvd Detour Analysis  
Traffic Impact Study

**Scope of Work**

NSI will prepare a high-level technical memorandum for DDG that outlines a traffic analysis assessing potential impacts associated with various bridge closure scenarios during construction to replace the Canal Blvd bridge in Thibodaux, Louisiana. This technical memorandum can be utilized by governing officials to assess whether a more in-depth traffic analysis should be considered.

This analysis will use model data to estimate travel times along selected routes. These projected travel times will be compared against existing conditions to quantify the anticipated percentage increase for each route for all scenarios. The study will evaluate up to eight routes across the City of Thibodaux under three scenarios:

Scenario 1. Existing Conditions

Scenario 2. One Lane Open in Each Direction along Canal Blvd Bridge during Construction

Scenario 3. Full Closure of Canal Blvd Bridge during Construction

Detailed tasks related to each phase is detailed as follows.

**Task I: Project Management/Coordination/Meetings**

This task will include coordination with developer and representatives.

**Task II: Route Analyses**

This task will include running the Base (2023) Houma-Thibodaux MPO Travel Demand Model to determine travel time for up to eight routes. These routes will include north-south spans as well as east-west spans traversing the city of Thibodaux. All three scenarios (Existing, One Lane Open, and Full Closure) will be modeled to determine the travel times. These times will be reflected as a percentage increase from existing in tables to predict the increase in travel times anticipated. These percentage increases will be applied to travel times obtained from the Probe Data Analytics (PDA) Suite to estimate travel times for each scenario.

**Task III: Report of Findings and Recommendations**

This task will document existing and future conditions and provide all findings.

**EXHIBIT B**

**NEEL-SCHAFFER, INC.  
2026 RATE SCHEDULE FOR PROFESSIONAL SERVICES**

<b>EMPLOYEE CLASSIFICATION</b>	<b>POSITION</b>	<b>HOURLY RATE</b>
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	\$300.00
P-7	Engineer Manager/Professional IV	\$260.00
P-6	Senior Project Manager/Professional III	\$235.00
P-5	Project Manager/Professional II	\$190.00
P-4	Professional I	\$165.00
P-1, P-2, P-3	Professional Intern	\$125.00
T-6	Senior Certified Engineering Technician	\$170.00
T-5	Certified Engineering Technician/Supervisory Technician	\$155.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	\$115.00
T-2	Technician II/Inspector II/Survey Instrument Person	\$90.00
T-1	Technician I/Inspector I/Survey Assistant	\$80.00
T-1	Student Intern	\$45.00
A-4	Senior Administrative	\$100.00
A-3	Senior Clerical	\$90.00
A-2	Clerical	\$70.00
A-1	Assistant Clerical	\$65.00
	Three-Member Survey Party	\$250.00
	Two-Member Survey Party	\$185.00
	One-Member Survey Party	\$140.00

“Professional” positions include engineer, architect, geologist, scientist, landscape architect, and planner.

“Technician” positions include engineering, soil, architecture, planning, GIS and information technology.

**REIMBURSABLE EXPENSE SCHEDULE**

<b>EXPENSE</b>	<b>COST</b>
Vehicle Mileage	\$0.70/mile
Traffic Counter/Video Monitor	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost. Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's other contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom. Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs arising out of or in any way connected with the performance of such services by other persons or entities including any claims arising from modifications, clarifications, interpretations, adjustments or changes made to the plans and specifications to reflect changes in field or other conditions.

5. **Ownership of Documents.** All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
6. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
7. **Suspension of Services.** Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

8. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
9. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.
11. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
12. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
  - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
  - (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Hazardous Materials.** Client acknowledges that Consultant has been retained to perform professional services and that Consultant is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Project site in connection with Consultant's activities under this Agreement.
14. **Risk Allocation.** To the fullest extent permitted by law, the total aggregate liability of Consultant and Consultant's officers, directors, employees, agents, and subconsultants to Client and anyone claiming by, through or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the Consultant's total fee under this Agreement or the amount of \$50,000, whichever is greater.
15. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

16. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.
17. **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
18. **Compliance with Laws.** To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
19. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
21. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction before a judge hearing the matter alone, as both finder of fact and law, without a jury. By entering into this Agreement, the parties expressly agree to waive their rights to a jury.
22. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
23. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
24. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
25. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
26. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

27. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
  
28. **Conflicting Terms.** If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

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