



March 5, 2026

Mayor Clement
City of Thibodaux
P.O. Box 5418
Thibodaux, LA 70302

Chiasson Park
Grant Application Assistance
For Recreational Trails Program
Thibodaux, LA

DDG Project #26-1158

Dear Mayor Clement,

Per our correspondence, Duplantis Design Group, PC (DDG) will provide assistance with the preparation of a FHWA Recreational Trails Program (RTP) application to obtain funding for renovation and ADA compliance upgrades of the Chiasson Park walking trail. The fees for these services are below:

- RTP Application Assistance – \$5,000.00

The “RTP Application Assistance” scope of work for the walking trail indicated above shall include the preparation of exhibits as required by the application. These exhibits will present proposed walking trail improvements within Chiasson Park. DDG will assist with proofing the application and drafting the Trail Project Justification sheet per the application’s requirements.

The city will utilize these exhibits to complete the RTP application for the project. The scope of work for these items will not include a topographic survey, geotechnical investigation, or detailed design.

DDG will prepare a conceptual cost estimate for the improvements to include in the application, however, detailed estimated quantities will not be included in the documents included for this effort.

This document once executed will serve as the service contract between your organization and DDG inclusive of our Standard Rate Sheet and Terms & Conditions.

DDG appreciates the opportunity to provide these services to you and is excited about being a part of the team. If acceptable, please sign in the space provided.

ACCEPTANCE OF PROPOSAL

By signing below I hereby certify that I am authorized to sign this agreement on behalf of the company listed above and that I have read and familiarized myself with this agreement and all attachments identified herein.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dillon Benoit', is written over a horizontal line.

Dillon Benoit, PE
Design Professional
Duplantis Design Group, PC

X: _____

Date: _____

STANDARD RATE SHEET + TERMS & CONDITIONS



STANDARD RATE SHEET

LABOR CATEGORIES

Executive	\$260.00/hr	Field Scientist II	\$130.00/hr
Vice President	\$250.00/hr	LSI	\$130.00/hr
Business Unit Leader III	\$230.00/hr	Regulatory Specialist I	\$130.00/hr
Senior Principal	\$230.00/hr	Senior CAD Designer	\$130.00/hr
Business Unit Leader II	\$220.00/hr	Survey Tech Manager	\$130.00/hr
Marine Crew	\$215.00/hr	Survey Technician IV	\$130.00/hr
Business Unit Leader I	\$200.00/hr	Construction Representative III	\$125.00/hr
Lead	\$200.00/hr	Drone Pilot	\$125.00/hr
Senior Design Manager	\$200.00/hr	Marine Crew Chief	\$125.00/hr
Land Crew	\$195.00/hr	Survey Coordinator	\$125.00/hr
Senior PLS	\$195.00/hr	Coastal Inspector	\$120.00/hr
Senior Design Professional	\$180.00/hr	Construction Representative II	\$120.00/hr
Senior Project Manager	\$180.00/hr	Hydrographer	\$120.00/hr
Regulatory Specialist III	\$180.00/hr	CAD Designer	\$115.00/hr
Design Professional	\$155.00/hr	Environmental Scientist I	\$115.00/hr
Environmental Scientist III	\$155.00/hr	Field Scientist I	\$115.00/hr
Field Scientist III	\$155.00/hr	Land Crew Chief	\$115.00/hr
Project Manager	\$155.00/hr	Survey Technician III	\$115.00/hr
GIS Manager	\$155.00/hr	GIS Specialist	\$115.00/hr
Regulatory Specialist II	\$150.00/hr	Construction Representative I	\$110.00/hr
PLS	\$150.00/hr	Survey Technician II	\$100.00/hr
Land Crew Manager	\$140.00/hr	CAD Technician	\$95.00/hr
Marine Crew Manager	\$140.00/hr	GIS Analyst	\$95.00/hr
Assistant Project Manager	\$130.00/hr	Junior Crew Chief	\$95.00/hr
Design Specialist	\$130.00/hr	REVIT/Architectural Draftsman	\$95.00/hr
Design Technician	\$130.00/hr	Survey Technician I	\$90.00/hr
Designer	\$130.00/hr	Administration	\$80.00/hr
Environmental Scientist II	\$130.00/hr	Intern	\$80.00/hr

REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	Cost
Printing	Cost
Photographs, Telecopier, Shipping + Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	Cost
Subconsultant Services	Rate x 1.5
Pipeline Detectors	Cost + 10%
RD8100	
Drone	\$75.00/day
Hydro/Marine	\$250.00 / 1/2 Day + \$500.00 / Full Day
Magnetometer	\$200.00 / day
Applanix IMU	\$300.00 / day
Single Beam	\$200.00 / day
Sub-Bottom Profiler	\$650.00 / day
Side Scan Sonar	\$425.00 / day
Special Rental Equipment	Rental Cost
All-Terrain Vehicle	\$100.00 / Day
12' Aluminum Boat	\$35.00 / day
24' Crew Boat	\$550.00 - 650.00 / day
26' Crew Boat	\$650.00 - 750.00 / day

EFFECTIVE: SEPTEMBER 2025

* ALL RATES ARE SUBJECT TO CHANGE

TERMS & CONDITIONS

ARTICLE 1 - PAYMENT FOR SERVICES

Client agrees to pay DDG for the performance of the services an amount determined as provided in attachments.

DDG shall invoice Client monthly for services performed during the prior month. DDG's invoices are due and payable net (30) thirty days from the date of the invoice. In the event payment is not received within this term, DDG retains the right to stop all work on the project. DDG stopping work does not relieve Client of payment obligations. Interest will accrue on all invoices past due more than thirty days at an interest rate of 1½ percent per month from the thirtieth day on any unpaid balance, plus attorney's fees for collections. Payment of DDG invoices is not to be contingent upon Client receiving funds from any Third-Party Source and Client's reliance on same shall not be deemed as cause for delay of payment beyond the terms herein.

If Client should question any charge on any invoice, Client shall so notify DDG within ten business days of the receipt of the invoice. If the leadership of DDG and Client are unsuccessful at resolving Client's question, then the matter may be addressed as provided in Article 9. In the event Client should question any charge on any invoice as aforesaid, Client shall nonetheless pay all amounts shown on such invoice which are not in dispute.

Reimbursable expenses (such as travel and accommodations, overnight mail and delivery services, special supplies, and other direct project charges incurred on behalf of the Client), and time required beyond the scope of the items described in Attachments A will be billed in accordance DDG's current rate sheet.

Assisting with project filing or correspondence, archiving old projects and general project organization will be billed as a function of the quoted professional services and not require additional fees. Those tasks may include preparation of various reports, transmittals, contracts, and other project related documents, including coordination with DDG staff on tasks, project status, billing, invoicing, accounts receivable and contract amendments.

ARTICLE 2 - TERMINATION

Client may terminate this contract within five days written notice for convenience. Either DDG or Client may terminate this contract for cause if the other party breaches any material provision hereof and does not cure such breach within ten days after receipt of written notice from the non-breaching party.

In the event of any termination of this contract, regardless of the cause of such termination, Client shall remain liable for the payment of all unpaid charges in accordance with the provisions of this contract for services performed prior to the effective date of termination, as well as for costs and expenses incurred and for services rendered in bringing the work to an orderly conclusion (including third party cancellation charges, if any).

ARTICLE 3 - INSURANCE

DDG shall provide, during the period when it is performing services hereunder, the following minimum insurance as applicable to its operations:

1. Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of \$1,000,000.00.
2. Comprehensive General Liability Insurance on standard bureau form with a combined single limit for bodily injury and property damage of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
3. Comprehensive Automobile Liability Insurance (including owned, non-owned and hired automobiles) with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.
4. Professional Liability Insurance with a combined single limit of \$3,000,000 each occurrence and \$5,000,000 aggregate.
5. If requested, DDG shall furnish certificates of insurance to Client evidencing the coverages indicated above. If the Client request to be named as an additional insured, DDG will provide a certificate evidencing the Client as additional insured if the policy allows the request.
6. DDG reserves the right to invoice Client as a reimbursable expense for the cost associated with a request to increase coverage limits for a particular project.

ARTICLE 4 - STANDARD OF CARE

DDG shall perform the services hereunder in accordance with that degree of professionalism, skill and judgment normally exercised by professional firms performing services of a similar nature. No warranties, express or implied, are made or intended by DDG with respect to the performance of services to the Client.

ARTICLE 5 - TECHNICAL DATA

It is understood that certain electronic files may be transferred between DDG and Client as an aid in the exchange of information during the design process. Such electronic files shall not be regarded as the final product. Hard copies of the final, sealed originals of completed drawings shall govern over electronic files.

Copies of all information, data, designs, plans, drawings, and specifications developed by DDG exclusively for the project and supplied or delivered to Client pursuant to this contract shall be the property of DDG. DDG grants Client a license to utilize the technical data for the purpose of the project pursuant to this contract assuming payments to DDG are in accordance with this agreement. The reuse or modification of these documents by the Client or a third party related to the Client without consent of DDG is prohibited. Client shall indemnify and hold DDG harmless from all claims, damages and expenses including attorney's fees, arising out of the Client's reuse without the permission of DDG.

ARTICLE 6 - ADDITIONAL SERVICES

DDG shall be entitled to additional compensation in the event (i) changes occur in services as requested or approved by Client, (ii) delays or changes in Client provided information or inaccuracies or deficiencies therein which affect services, (iii) changes to laws, codes, regulations or any other federal, state or local requirements or the requirements of any authority having authority to issue permits required for the project which affect services, and (iv) acts of God and any other events outside of DDG's reasonable control.

ARTICLE 7 - PROJECT SCHEDULES

Once DDG has received a fully executed contract, DDG will work towards completion of the project on an agreed upon schedule with the Client. It is acknowledged by DDG and Client that the project schedule is dependent upon factors and entities beyond the control of DDG or the Client, therefore, as the project progresses DDG and the Client shall collectively analyze and review the progression of the project. Additional time to complete DDG's task under the contract will be granted when third party decisions warrant additional time. Also, it is acknowledged between DDG and the Client the timeliness of reviews and approvals from permitting and approval authorities having jurisdiction over DDG's work may cause the project schedule to be compromised and DDG cannot be held responsible for this uncontrollable condition. Certain aspects outside of DDG's control may impact the project schedule, and therefore DDG is not guaranteeing or warranting strict compliance with any schedule. DDG and its Client are aware that many factors outside of DDG's control may affect DDG's ability to complete the services to be provided under the Terms and Conditions and that DDG will perform its services with reasonable diligence and expediency consistent with sound professional practices.

ARTICLE 8 – OPINIONS OF PROBABLE COST

DDG acknowledges Client may request DDG to assist with the development of an opinion of probable cost for the project. DDG will utilize experience with other similar projects to develop an opinion of probable cost, however, it shall be understood by Client actual cost to construct the project may vary significantly from DDG's opinion. Factors which may affect this opinion include but are not limited to local market conditions, availability of required material and trades and time of year the project is put out to bid among other potential factors. If the Client requires more assurance as to the actual cost of the project, Client shall consult with a construction estimating specialist.

ARTICLE 9 – DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to good faith meeting between Client and DDG leadership within 15 days of a claim, dispute, etc. If no Agreement is reached, then the parties hereby agree to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the jurisdiction of where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters that are not resolved by mediation shall be the subject to and decided by litigation unless the parties mutually agree otherwise.

ARTICLE 10 - ENTIRE AGREEMENT

This document constitutes the entire agreement between DDG and Client with respect to the services and supersedes all prior written and oral statements, commitments, and undertakings with respect to the services. It is understood and agreed that (a) there are no representations or warranties of any kind except as expressly set forth herein and (b) no waivers or revisions to this contract shall be effective unless made in writing and signed by an authorized representative of each party.

No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and DDG. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project.

ARTICLE 11 - GOVERNING LAW AND SEVERABILITY

This contract shall be governed, administered and interpreted in accordance with the laws of the State of Louisiana, excluding its conflict of law provisions.

If any word, phrase, clause, article, or other provision of this contract is adjudicated or found to be unenforceable, the said word, phrase, clause, article, or other provision shall be deleted or modified, as necessary to render all the remainder of this contract valid and enforceable. All such deletions or modifications shall be the minimum necessary to affect the foregoing.

ARTICLE 12 – LIMITATION OF LIABILITY

Based on the fees of service by DDG and the relative risk and benefits to the Client and DDG, the Client agrees to the following:

1. In recognition of the relative risks and benefits of the project to both the Client and DDG, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the consultant and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DDG and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DDG total fee for services rendered on this project, whichever is lessor. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
2. This shall apply to any claims arising from the Client or anyone associated with the Client due to claims against DDG, including but not limited to for negligence and professional errors and omissions.
3. Under no circumstances shall DDG be liable for lost profits, costs associated with delays in the project due to changed conditions or for cost associated with the means and methods of the contractor or his failure to perform the work in accordance with the construction documents.

ARTICLE 13 – HEADINGS

The headings preceding the text of the several articles hereof are inserted for convenience of reference and shall not constitute part of this contract nor affect its meaning, content, effect, nor be referred to in any interpretation thereof.

ARTICLE 14 – DESCRIPTION OF CLIENT:

The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

ARTICLE 15 – COUNTERPARTS

This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be but one and the same document.

ARTICLE 16 – DDG PERSONNEL RESPONSIBILITY/CONSTRUCTION ACTIVITIES

The following are basic responsibilities of DDG:
(i) DDG shall not have control over, charge of, or responsibility for the contractors' construction means, methods, techniques, sequences, procedures, or safety programs in connection with the construction activities. (ii) DDG is not responsible for the contractor's failure to perform the construction activities. (iii) DDG shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing construction activities on the project. (iv) DDG cannot reject work performed at the construction site but is obligated to recommend the rejection of poor-quality work to the Owner when condition of said work is reasonably obvious (v) Review of all major material submittals and fabrication shop drawings is for general compliance. The contractor is responsible for compliance with the contract documents despite any submittal review response or comments.

ARTICLE 17– FIELD OBSERVATIONS/SAFETY

If the scope of services in the proposal includes construction field observations, DDG shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and DDG, in order to observe the general progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow DDG to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Should DDG provide construction field observations at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by DDG does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.