



April 25, 2025

MK Hopkins  
120 Dr. Michael DeBakey Drive  
Lake Charles, LA 70601  
mkh@mkh.com  
337-439-1079

**RE: Proposal for Permitting/Mitigation Services**

**PROJECT: Development at corner of W Lake and Sallier  
Lake Charles, Louisiana**

Dear Ms Hopkins:

JMB Companies, Inc (JMB) is pleased to propose permitting and mitigation services for you for your proposed development on a tract of land at the corner of West Lake and Sallier in Lake Charles, LA. The scope of services is based on the intent to permit a development on a piece of property identified in emails and phone conversations. Services proposed are based upon emails and phone call and are further described below:

#### **BASIC SERVICES**

- ❖ **Permit Plats** - Includes preparation of permit drawings utilizing shapefiles from Clients engineers. Accuracy will be dependent on information provided.  
**Lump Sum Fee: \$1,500.00**
- ❖ **Permitting**—Includes completing and submitting the US Army Corps of Engineers 4345 application form for wetland permitting. Submitting the request to the Louisiana Department of Environmental Quality for a Water Quality Certification. The \$350.00 fee and cost to run Public notices will be paid by JMB. Services also includes responding to questions and request from the permit agencies. Status updates and final documents will be sent to Client. Approval cannot be guaranteed. If unusual modifications to the original application are necessary or changes are requested by client, time required will be billed at our standard rates. JMB will confer with client before proceeding with any additional work. See Specific Conditions below.  
**Lump Sum Fee: \$3,500.00**

**TOTAL LUMP SUM FEE BASIC SERVICES: \$5,000.00**

#### **MITIGATION SERVICES**

- ❖ **Wetland Mitigation** – The exact amount of wetland mitigation is to be determined by the U.S. Army Corps of Engineers during the permit review process. However based

on value calculations of adjacent mitigation it is anticipated that the 0.5 acres of wetland impacts would require the purchase of between 0.6 and 0.8 acres of bottomland hardwood habitat mitigation, if purchased from the Nabours No Hope Wetland Mitigation bank of which JMB has a contract with. The applicant will not be required to purchase from that specific bank, however, if mitigation is purchased from another bank then the applicant will have to contract the purchase themselves.

The estimate is based on needing 0.6 to 0.8 acres, if the amount of mitigation increases or decreases the price will change based on a price of \$17,000 an acre at tenth acre increments.

**ESTIMATED MITIGATION COST: \$10,200 to \$13,600**

## **REIMBURSABLE EXPENSES**

The client shall reimburse JMB for all reasonable out-of-pocket expenses directly chargeable to the services provided in this contract at a rate of actual costs plus a handling charge of 15% not covered under Permitting services. Reimbursable charges subject to this provision are as follows:

- ❖ Travel - \$0.55 per mile
- ❖ Copies/Scans
- ❖ Blackline prints
- ❖ Overnight postage/shipping
- ❖ Courier service
- ❖ Out-of-town Lodging/per diem

## **ADDITIONAL SERVICES**

The following services and/or fees are considered Additional Services and are not included in the price quoted herein under **BASIC SERVICES**. The following services can be provided on a time and material basis, or at a specified amount to be mutually agreed upon:

- ❖ Determination of impact fees
- ❖ Rezoning or special use permitting
- ❖ Public hearings
- ❖ State of Louisiana Division of Historical Resources reviews
- ❖ Environmental assessment studies or reports
- ❖ Restoration Plan or Mitigation Bank construction plans
- ❖ Phase I Environmental Assessment
- ❖ Wetland delineations, wetland surveys, etc.
- ❖ ACOE Permitting **other than listed**
- ❖ Louisiana Department of Transportation (DOTD) permitting
- ❖ NPDES permitting
- ❖ Services involving threatened or endangered species

## **SPECIFIC CONDITIONS**

- ❖ If any regulatory agency requires a design exception for any reason, the services related to the design exception would be considered an additional service that is not included in this agreement.

- ❖ This proposal assumes that an AutoCAD survey adequate for site design and permitting will be provided to JMB by others.
- ❖ This proposal assumes that survey information provided by the owner or client, for site design use, is correct and was performed with the benefit of a title search. JMB will not take responsibility for any information shown or not shown on the survey (i.e. easements) that affects the permit. Any permit changes required due to incorrect/missing items on the survey provided, will be performed as a negotiated additional service.
- ❖ This proposal does not include any services related to rezoning or comprehensive land- use amendments.
- ❖ This proposal assumes no attendance at any regularly scheduled meetings or telephone conference calls at specified time intervals for the Client, owner or contractor/construction manager updates throughout the project will be needed. Any recurring meetings that are required as a result of the project needs will be provided as an additional service.
- ❖ Changes to the project resulting in reworking of drawings or calculations or change in the scope of work initiated by the Client will be performed as an additional service, based on hourly rates.
- ❖ JMB cannot guarantee the successful permitting of preliminary site plans. Many design constraints are based on the subjective interpretation of the various regulatory agencies and could render the proposed site design cost prohibitive or totally infeasible.

## **STANDARD GENERAL CONDITIONS**

- 1) Payment of Invoices: Invoices are due and payable upon receipt. Delinquent accounts more than 90 days from date of invoice will constitute a breach of this Agreement permitting all remaining services to be terminated solely at the option of JMB Companies, Inc Notice of termination of service to be sent by certified mail, return receipt requested. Should it become necessary to collect unpaid invoices through lien process, an attorney or legal proceedings, the Client agrees to pay all costs of collections, including attorneys' fees in the lower court and appellate court. If the Client objects to an invoice, it must advise JMB in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. The Client agrees that the payment to JMB is not subject to any contingency or condition. JMB may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect on the check without such negotiation being an accord and satisfaction of any disputed debt and with prejudicing any right of JMB to collect additional amounts from the Client.
- 2) Termination: The obligation to provide further services under this Agreement may be terminated by either party upon five (5) calendar days' written notice in the event of a substantial failure, including but not limited to non-payment of invoices, by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If any material change occurs in the ownership of the Client, JMB shall have the right to immediately terminate this Agreement. In the event of any termination, JMB shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by JMB as a result of such termination. If JMB's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by JMB to the total amount of service which were to have been performed.
- 3) Standard of Care: In performing its professional services, JMB will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by JMB's undertaking herein or its performance of services, and it is agreed that JMB is not a fiduciary with respect to the Client.
- 4) Client Furnished Information: JMB will consider all up front information supplied by the Client as accurate and correct. Additional work or work done over because of inaccurate or inadequate information supplied by the Client will be paid for as Additional Services.

- 5) Use of Documents: All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by JMB are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of JMB's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by JMB will be at the Client's sole risk and without liability to JMB, and the Client shall indemnify, defend and hold JMB harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle JMB to further compensation at rates to be agreed upon by the Client and JMB. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents be prepared by JMB, the hardcopy shall govern. Only printed copies of documents conveyed by the JMB may be relied upon. Because data stored in electronic media format can deteriorate or be modified without JMB's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.
- 6) Additional Services: If authorized by the Client, JMB will furnish Additional Services which are not considered normal or customary Basic Services. The cost for Additional Services provided by JMB personnel will be billed on a time and material basis. Additional Services provided by others will be billed directly to the Client by the Provider.
- 7) Reimbursable Expenses: The Client will pay JMB for the actual expenses incurred in connection with the project for commercial out-of-town travel and subsistence, shipping charges (i.e., FedEx, Express Mail, etc.), courier/delivery charges and printing/reproduction costs.
- 8) Controlling Law: This Agreement will be governed by the laws in the State of Louisiana and deemed to have been entered into in Lafayette Parish, Louisiana. Exclusive venue and jurisdiction to determine all issues of interpretations and enforcement of this contract and any modifications thereto are in Lafayette Parish, Louisiana and nowhere else.
- 9) Oral Agreements: No oral agreement, guarantee, promise, representation or warranty will be binding.
- 10) Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and JMB, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of JMB and JMB's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional error or omissions, strict liability or breach of contract or any warranty, express or implied, of JMB or JMB's officers, directors, employees, agents and sub-consultants, shall not exceed the amount of our fee. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall JMB be liable for lost profits or consequential damages, for additional cost or other consequences due to changed conditions or for costs related to the failure of contractor to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client, and nothing in this Section 11 shall require the Client to indemnify JMB. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against JMB by the Client or third parties to a sum not to exceed the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.
- 11) Dispute Resolution: All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 12) No Third-Party Beneficiaries; Assignment and Subcontracting: This Agreement gives no rights or benefits to anyone other than the Client and JMB, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and JMB. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by JMB, without the written consent of JMB. JMB reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If JMB exercises this right, JMB will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent sub-consultants.
- 13) Confidentiality: The Client consents to the use and dissemination by JMB of photographs of the project and to the use by JMB of facts, data and information obtained by JMB in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, JMB shall use reasonable care to maintain the confidentiality of that material.
- 14) Authorization: The signature below authorizes the work herein described and does so on behalf of the Owner of the property in question and warrants that the Client has authority to sign this Agreement.

**BASIS FOR PAYMENT**

- ❖ Invoices for professional services will be submitted monthly with final billing upon delivery of the permits.
- ❖ All rates and fees are subject to renegotiation after a three month period from the date of this proposal, if it has not been accepted by the Client.
- ❖ In the event this agreement is terminated prior to completion of services, JMB will be compensated by the Client for all work accomplished to the point of termination in accordance with the fee structure stipulated herein.

**ACCEPTANCE**

We appreciate the opportunity to provide professional services for you. If the defined scope of work is acceptable, this letter will serve as an agreement between JMB Companies Inc and MK Hopkins for the services contained herein. If the Client elects at a later date not to proceed with any of the services listed, the Client must notify JMB in writing. Please execute in the space provided and return to JMB Companies, Inc. We will not begin any work until a signed agreement is received. Thank you.

Sincerely,

**JMB Companies, Inc.**



**Aaron C. Landry**  
**Director of Environmental Services**

\_\_\_\_\_  
MK Hopkins

\_\_\_\_\_  
Date