

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER _____; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____; MOVED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

ORDINANCE NO. 22-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REAPPORTIONING THE CITY COUNCIL DISTRICTS ESTABLISHED BY THE CITY CHARTER IN ACCORDANCE WITH THE POPULATION OF THE CITY OF MANDEVILLE REPORTED AS A RESULT OF THE 2020 FEDERAL CENSUS; DEFINING THE DISTRICTS CREATED AS A RESULT THEREOF; SUBMITTING THE SAID DISTRICTS FOR REVIEW BY THE UNITED STATES DEPARTMENT OF JUSTICE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, under the provisions of Article II, Section 2-01 of the City Charter of the City of Mandeville, there are established in this City three (3) geographic districts created for the purpose of electing from each district one member of the City Council of the City of Mandeville; and

WHEREAS, again under the provisions of the said Section 2-01 of Article II of the City Charter of the City of Mandeville the Planning Commission of the City of Mandeville is charged with the responsibility and duty to review the population figures attributed to the City of Mandeville as a result of each decennial federal census and submit to the City Council of the City of Mandeville a proposed plan of redistricting of the said districts based upon the population disclosed by the said census; and

WHEREAS, the Planning Department of the City of Mandeville assembled the 2020 census information and developed several redistricting plans that it presented to the Planning Commission; and

WHEREAS, the Planning Commission presented a redistricting plan to the public; and

WHEREAS, at its regularly scheduled meeting of August 11, 2022, the City Council of the City of Mandeville received from the said Planning Commission the plan of redistricting prepared by that Commission in accordance with its review of the census-figures reported for the City of Mandeville as a result of the 2020 Federal census; and

WHEREAS, this City Council, after review and consideration of the said plan, and of the comments made with regard to the said plan at the public hearings held on the subject of the said plan of redistricting held on October 25, 2022 at 6:00 p.m., November 8, 2022 6:00 p.m., desires to adopt the plan of redistricting as presented by the Planning Commission of the City of Mandeville, all in accordance with the provisions of Article 11, Section 2-01 of the City Charter of the City of Mandeville; and

NOW, THEREFORE, be it ordained by the City Council of the City of Mandeville that the boundaries of City Council Districts I, II and III be and they are hereby set and established, in reliance upon the determined by the 2020 federal census of a population of 13,187 people residing within the corporate limits of the City of Mandeville as follows:

COUNCIL DISTRICT 1: District 1 shall consist of all property situated within the corporate limits of the City of Mandeville located west of a line starting at the point of intersection of northern limits of the City of Mandeville and the western ROW of U.S. Highway 190 then proceed in a southerly direction along the western ROW of U.S. Highway 190 to a point of intersection with northern ROW of LA Highway 22, then proceed 552 feet in a southerly direction to a point on the east boundary of Lot C (Northlake Shopping Center), then proceed in a southerly direction 1,500 feet along the western ROW of the frontage road to a point on the southeastern corner of Lot 3A, then proceed in a southwesterly direction 355.5 feet along the western ROW of the Frontage road of North Causeway Boulevard to the northeast corner of Lot Q (City of Mandeville), then proceed 420 feet in a westerly direction along the northern boundary of Lot Q to the northwest corner of the lot, then proceed in a southerly direction 178 feet to the southwest corner of Lot Q then proceed 600 feet west to the northwest corner of the Lot R, then proceed South 272 feet to the southwest corner of the Lot R, then 1,000 feet East to the western ROW of **Frontage Road**, then go in a southerly direction along the western line of **Frontage Rd** 2,247.6 feet to the southeast corner of Lot C (City of Mandeville), then proceed westerly a distance of 429.5 feet along the southern line of the parcel C to its intersection with easterly line of The Shadows Subdivision at lot 5, then proceed in a distance of 380 feet in a southerly direction along the eastern boundary of the The Shadows Subdivision to the southeast corner of the subdivision, then proceed westerly 440.7 along the southern boundary of The Shadows Subdivision to its intersection with the northern ROW of the West Causeway Approach, then proceed S69-44-25W 75 feet to the centerline of the northbound West Causeway Approach, then proceed in a northwesterly direction along said centerline of the West Causeway Approach to the intersection of the centerlines of West Causeway Approach and Mark Smith Drive, then proceed in a southerly direction along the centerline of Mark Smith Drive to its intersection with the centerline of Tara Lane, then proceed in a easterly direction along the centerline of Tara Lane to its intersection with the centerline of Christian Court, then proceed in a northerly direction along the centerline of Christian Court to the intersection of the centerlines of Christian Court and Robyn Place, **then proceed in a easterly direction along the centerline of Robyn Place to its intersection with Woodstone Drive, thence proceed southeast a distance of 48 ft to the northeast corner of Lot 119 of Woodstone Subdivision**, then in a southerly direction follow along the eastern boundary of Lot 119 a distance of 122 feet to its southeast corner, then go approximately 390 feet in the same southern direction as the eastern boundary of Lot 119 Woodstone, to its intersection with the northern boundary of the CLECO Right-of-Way, then proceed along the northern boundary of the CLECO Right-of-Way to its intersection with the western ROW of Chestnut Street, then proceed in an southerly direction to the intersection of the western ROW of Chestnut Street with the southern boundary of Weldon Park Subdivision, then proceed easterly along the southern boundary of the Weldon Park Subdivision to southeast corner of Lot 1 Square 14 Weldon Park Subdivision, then proceed a distance of 528 feet to the point of intersection of the southern boundary of the CLECO Right-of-Way with the centerline of Mandeville High Blvd., then proceed in a southerly direction along the centerline of the Mandeville High Blvd. to its intersection with centerline of Decker Lane, then proceed 230 feet in an easterly direction along the same line of direction of the centerline of Decker Lane, then proceed a distance approximately of 652 feet to the intersection of the southern boundary of Lakeside Village and the centerline of Rue Esplanade, then proceed in a easterly direction along the southern boundary of Lakeside Village to the southeast corner of Lakeside Village Subdivision, then proceed 462 feet in a southerly direction along eastern boundary of the Royal Acres Subdivision to the southeast corner of Lot B-1B-3 Royal Acres subdivision, then proceed approximately a distance of 194 feet in a southeasterly direction to the point on the east boundary of Lot G1 Royal Acres subdivision, then proceed in a southwesterly direction 186 feet to a point along the eastern boundary of Lot G, then

proceed in a southwesterly direction along the Mandeville corporate limits boundary of Lot G2 (Wastewater Treatment Plant property) and southern boundary of The Sanctuary to Lake Pontchartrain.

COUNCIL DISTRICT 2: District 2 shall consist of all property situated within the corporate limits of the City of Mandeville located east of a line starting at the point of intersection of northern limits of the City of Mandeville and the western ROW of U.S. Highway 190 then proceed in a southerly direction along the western ROW of U.S. Highway 190 to a point of intersection with northern ROW of LA Highway 22, then proceed 552 feet in a southerly direction to a point on the east boundary of Lot C (Northlake Shopping Center), then proceed in a southerly direction 1,500 feet along the western ROW of the frontage road to a point on the southeastern corner of Lot 3A, then proceed in a southwesterly direction 355.5 feet along the western ROW of the frontage road of North Causeway Boulevard to the northeast corner of Lot Q (City of Mandeville), then proceed 420 feet in a westerly direction along the northern boundary of Lot Q to the northwest corner of the lot, then proceed in a southerly direction 178 feet to the southwest corner of Lot Q then proceed 600 feet west to the northwest corner of the Lot R, then proceed South 272 feet to the southwest corner of the Lot R, then 1,000 feet East to the western ROW of **Frontage Road**, then go in a southerly direction along the western line of **Frontage Road** 2,247.6 feet to the southeast corner of Lot C (City of Mandeville), then proceed westerly a distance of 429.5 feet along the southern line of the parcel C to its intersection with easterly line of The Shadows Subdivision at lot 5, then proceed in a distance of 380 feet in a southerly direction along the eastern boundary of the The Shadows Subdivision to the southeast corner of the subdivision, then proceed westerly 440.7 along the southern boundary of The Shadows Subdivision to its intersection with the northern ROW of the West Causeway Approach, then proceed S69-44-25W 75 feet to the centerline of the northbound West Causeway Approach, then proceed in a northwesterly direction along said centerline of the West Causeway Approach to the intersection of the centerlines of West Causeway Approach and Mark Smith Drive, then proceed in a southerly direction along the centerline of Mark Smith Drive to its intersection with the centerline of Tara Lane, the proceed in a easterly direction along the centerline of Tara Lane to its intersection with the centerline of Christian Court, then proceed in a northerly direction along the centerline of Christian Court to the intersection of the centerlines of Christian Court and Robyn Place, then proceed in a easterly direction along the centerline of Robyn Place to its intersection with **Woodstone Drive**, thence proceed southeast a distance of 48 ft to the northeast corner of Lot 119 of **Woodstone Subdivision**, then in a southerly direction follow along the eastern boundary of Lot 119 a distance of 122 feet to its southeast corner, then go approximately 390 feet in the same southern direction as the eastern boundary of Lot 119 Woodstone, to its intersection with the northern boundary of the CLECO Right-of-Way, then proceed along the northern boundary of the CLECO Right-of-Way to its intersection with the western ROW of Chestnut Street, then proceed in an southerly direction to the intersection of the western ROW of Chestnut Street with the southern boundary of Weldon Park Subdivision, then proceed easterly along the southern boundary of the Weldon Park Subdivision to southeast corner of Lot 1 Square 14 Weldon Park Subdivision, then proceed a distance of 528 feet to the point of intersection of the southern boundary of the CLECO Right-of-Way with the centerline of Mandeville High Blvd., then proceed in a southerly direction along the centerline of the Mandeville High Blvd. to its intersection with centerline of Decker Lane, then proceed 230 feet in an easterly direction along the same line of direction of the centerline of Decker Lane, then proceed a distance approximately of 652 feet to the intersection of the southern boundary of Lakeside Village and the centerline of Rue Esplanade, then proceed in a easterly direction along the southern boundary of Lakeside Village to the southeast corner of Lakeside Village Subdivision, then proceed 462 feet in a southerly direction along eastern boundary of the Royal Acres Subdivision to the southeast corner of Lot B-1B-3 Royal Acres subdivision, then proceed approximately a distance of 194 feet in a southeasterly direction to the point on the east boundary of Lot G1 Royal Acres subdivision, then proceed in a southwesterly direction 186 feet to a point along the eastern boundary of Lot G, then proceed approximately a distance of 727 feet in a

easterly direction to the point of intersection with Lot 14 Block 1 AND west of a line commencing at the City of Mandeville northern limits and the frontage road of N Causeway Blvd, proceed in a southeasterly direction along the eastern ROW of the frontage road to its intersection with Lot 1-A-1-B, thence proceed in a northerly direction 233.65 ft to a point on Lot 1-A-1-B, thence northwest 261 ft to a point on the southern ROW of Lasalle St, thence east along the southern ROW of Lasalle St 829.96 ft to a point on the western ROW of Ausbury Dr, thence east 81.88 ft to a point on the southwestern corner of Lot 19A, thence proceed northwesterly along Lot 19A and eastern ROW of Ausbury Dr 109.37 ft to the northwest corner of Lot 19A, thence northeasterly 224.41 to a point on the northeast corner of Lot 19A, thence northeasterly 47.5 ft to a point on the northwest corner of Lot W (Saint Timothy property), thence proceed east along the northern boundary of Lot W 465.92 ft, then proceed south along the eastern side of Lot W 465.88 ft, then in a southwesterly direction 446.74 ft to a point on Lot W1 (Saint Timothy property), thence in a northwesterly direction 68 ft to a point on Lot W1, thence west 147 ft to a point on the eastern ROW of Ausbury Dr, then in a southerly direction follow the eastern ROW line of Ausbury Dr to its intersection with the eastern ROW of U.S. Hwy 190, thence follow the eastern ROW line of Hwy 190 to its intersection with Lot N, thence proceed in a northeasterly direction 122.17 ft to a point on Lot N, thence northwesterly 36 ft to a point on Lot N, thence northeasterly 226 ft to the northeast corner of Lot N, then proceed in a southeasterly direction 600 ft along the eastern side of Lots N, M and L to a point on the northern ROW of Meadowbrook Blvd, then proceed along the northern ROW line of Meadowbrook Blvd to its intersection with the eastern ROW line of U.S. Hwy 190, thence follow the eastern ROW line of U.S. Hwy 190 in a southerly direction until its intersection with the Chenier Apartments, thence proceed in a southeasterly direction along the northern boundary of Chenier Apartments 1,689 ft, thence south a distance of 311 ft to a point on the eastern line of Chenier Apartments, thence east 51 ft to a point on the eastern line of Chenier, thence south 331 ft to the southeastern corner of Chenier, thence proceed in a northwesterly direction 1,221.5 ft along the southern line of Chenier to its intersection with the eastern ROW line of U.S. Hwy 190, then proceed in a southerly direction 639.4 ft to a point of intersection between the eastern ROW line of U.S. Hwy 190 and the northwest corner of Lot 1(Tanglewood Subdivision), then proceed south along Lot 1 to its intersection with the centerline of Oakwood Drive, then west to the intersection with the centerline of U.S. Hwy 190, then proceed in a southeasterly direction along the centerline of U.S. Highway 190 to the intersection of the centerlines of U.S. Highway 190 and East Causeway Approach, then proceed in a westerly direction along the centerline of East Causeway Approach to the centerline of Cambronne Street, then proceed in a southerly direction to the intersection of southern ROW of East Causeway Approach and the western ROW of Cambronne Street then proceed in a easterly direction along the southern ROW of East Causeway Approach to the northwest corner of Lot 10, Square 1, Baudot Tract, Section 46 Township Range 08S-11E, then proceed in a southerly direction to the southwest corner of Lot 10, then proceed in a southerly direction in the same directional line to the intersection point with the centerline of Corporal Samuel Sams Drive, then proceed in a westerly direction to the east boundary of Lot 149, New Golden Shores Subdivision, then proceed in a southerly direction along the eastern boundary of New Golden Shores Subdivision until its intersection with the centerline of Monroe St, then proceed in a easterly direction along the centerline of Monroe Street, to the intersection of the centerlines of Monroe Street and Galvez Street, then proceed in a southerly direction along the centerline of Galvez Street to the intersection of a southerly projection of the centerline of Galvez Street and Lake Pontchartrain.

COUNCIL DISTRICT 3: District 3 shall consist of all property situated in the corporate limits of Mandeville that are located east of a line commencing at the intersection of eastern ROW of U.S. Hwy 190 and the northwestern corner of LOT 1 (Tanglewood Subdivision), then proceed south along Lot 1 to its intersection with the centerline of Oakwood Drive, then west to the intersection with the centerline of U.S. Hwy 190, then proceed in a southeasterly direction along the centerline of U.S. Highway 190 to the intersection of the centerlines of U.S. Highway 190 and East Causeway Approach, then proceed in a westerly direction along the centerline of East Causeway Approach to the centerline of Cambronne Street, then proceed in a southerly direction to the intersection of southern ROW of East Causeway Approach

and the western ROW of Cambronne Street then proceed in a easterly direction along the southern ROW of East Causeway Approach to the northwest corner of Lot 10, Square 1, Baudot Tract, Section 46 Township Range 08S-11E, then proceed in a southerly direction to the southwest corner of Lot 10, then proceed in a southerly direction in the same directional line to the intersection point with the centerline of Corporal Samuel Sams Drive, then proceed in a westerly direction to the east boundary of Lot 149, New Golden Shores Subdivision, then proceed in a southerly direction along the eastern boundary of New Golden Shores Subdivision until its intersection with the centerline of Monroe St, then proceed in a easterly direction along the centerline of Monroe Street, to the intersection of the centerlines of Monroe Street and Galvez Street, then proceed in a southerly direction along the centerline of Galvez Street to the intersection of a southerly projection of the centerline of Galvez Street and Lake Pontchartrain.

BE IT FURTHER ORDAINED, that all sections and provisions of this ordinance be deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

- AYES:**
- NAY:**
- ABSTENTIONS:**
- ABSENT:**

and the ordinance was declared adopted this _____ Day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



MANDEVILLE

An Historic Lakefront Community

Planning and Zoning Commission

KAREN GAUTREUX, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHARMAN
ZONING COMMISSION

CARA BARTHOLOMEW, AICP
DIRECTOR, DEPT. OF PLANNING AND DEVELOPMENT

MEMBERS
SCOTT QUILLIN
SIMMIE FAIRLEY
NIXON ADAMS
CLAIRE DURIO
MIKE PIERCE

MEMOMORANDUM TO THE CITY COUCIL

October 05, 2022

Ordinance 22-22

Reapportionment Plan of City Council Districts – Census Data 2020

The City Charter states in Sections 2-01(E) and (F) that following official publication of each federal census, the Planning Commission shall alter, change or rearrange council district boundaries so as to provide for population equality among the districts as near as reasonably practical. To the extent possible, council districts shall be compact and composed of contiguous territory. Additionally, the reapportionment plan prepared by the Planning Commission shall be submitted to the City Council for approval by ordinance. The Council may adopt, amend, or reject the reapportionment plan prepared by the Planning Commission. Upon rejection of a plan by the Council, the Planning Commission shall submit an alternate plan. No ordinance effecting reapportionment shall be considered for final passage by the council until at least three public hearings have been held on the proposal.

THE PROCESS:

The United States Bureau of the Census declared that the official population of the City of Mandeville was 13,187. This population was divided by the Census Bureau into Census Blocks which must remain intact and cannot be further divided. Based on this information, the Planning Department prepared numerous plans for reapportioning the districts based on the following formula:

$$\text{Ideal Population} = \frac{\text{Total Population}}{\text{Number of Districts}}$$

Based on this formula the ideal population in each of the three Mandeville districts is 4,396 people. Districts can be larger or smaller than this ideal number, however, the sum of the deviations from this number of the smallest and largest districts can be no more than 5% under Justice Department guidelines of what an acceptable redistricting plan is.

The 2020 Census has a population of 4442 in District 1, 4609 in District 2 and 4136 in District 3. The average district population is 4396 allowing for the 5% variance equals to 219 difference.

The Planning Commission recommends moving West Beach Parkway Subdivision into District 3 in order to balance the districts under the 5% variation. West Beach Parkway Subdivision has a population of 220. This scenario leaves District 1 with 4442, District 2 4,389 and District 3 4,356.

The Council received the recommendation from the Planning Commission on Ordinance 22-22 at the August 25,2022 Council Meeting. The Council amended the plan to include the east side of Barbara Place within Golden Shores. The numbers have been revised to include the following:

- District 1 – 4442 (1%)
- District 2 – 4439 (1%)
- District 3 – 4396 (-2%)

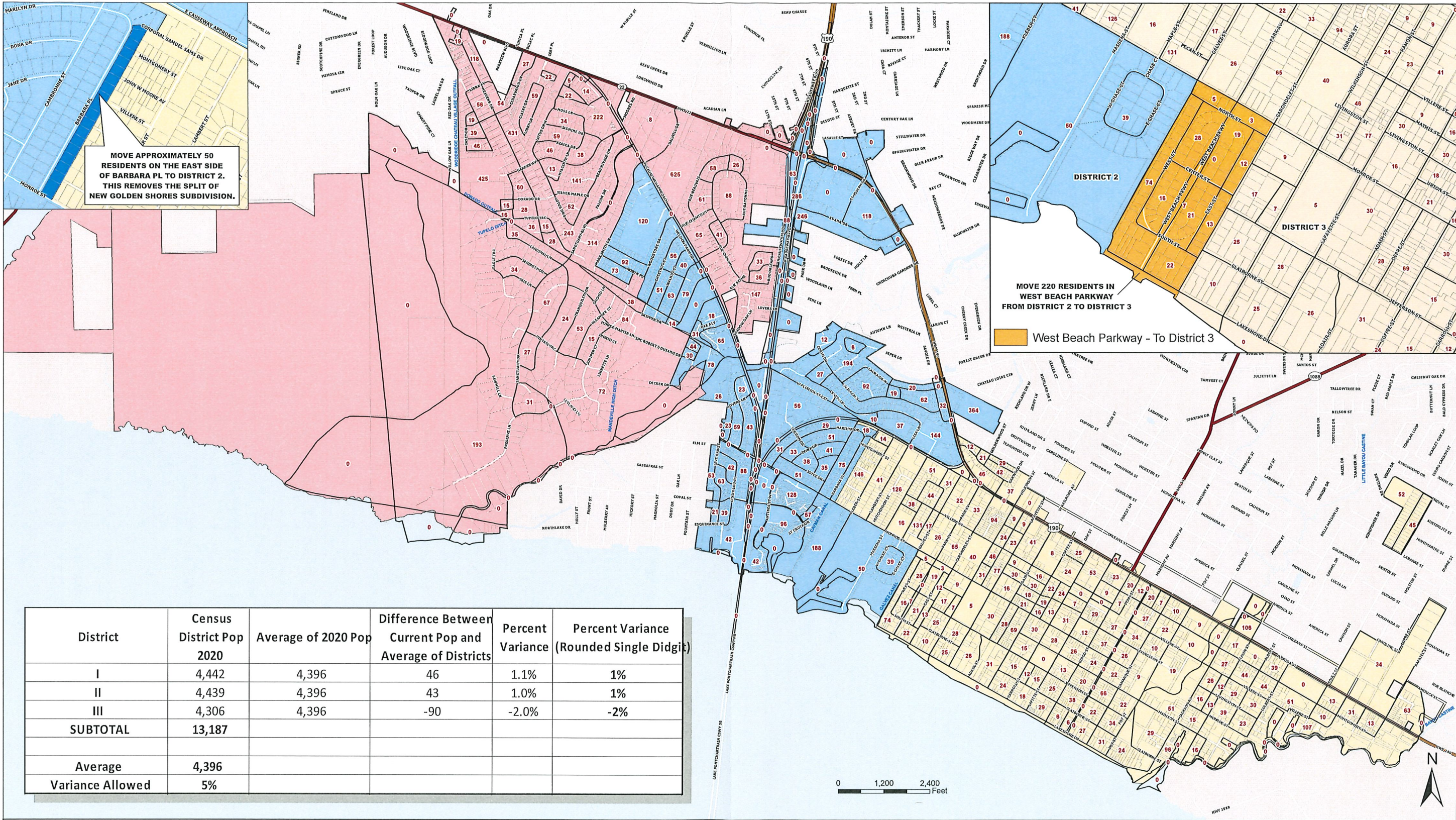
The amended changes meet the requirements and is permitted in the City Charter.

After review by the St Tammany Registrar of Voters office, it was determined that the legal description did not clearly define the eastern boundary line of Council District 2. The previous description for Council District 2 only defined the eastern boundary of the district from Tanglewood subdivision south to Lake Pontchartrain. This description did not take it to consideration Chenier apartments, the commercial area in front of Meadowbrook subdivision, the St. Timothy Church area, and the Emerald Corner shopping center.

The Council District 2 legal description has been amended to include a boundary line from the northern limits of city on Hwy 190 south to the Tanglewood subdivision, to capture the Chenier apartments, the commercial area in front of Meadowbrook subdivision, the St. Timothy Church area, and the Emerald Corner shopping center. This gives a clearly defined eastern boundary line for Council District 2 from the northernmost city limit south to Lake Pontchartrain.

Attachments:

- 2020 Redistricting W. Beach Parkway Scenario 1 as amended 08.25.2022
- Reapportionment Plan
- Current Council Districts



City of Mandeville GIS Map Disclaimer

Pertains to all published and non-published maps produced by the City of Mandeville staff, and/or the information used in these applications that were derived from digital databases which include but not limited to the following electronic map and graphic formats: PDF, MXD, PMF, DWF, GIF, JPEG, BMP, and TIFF. This product is for informational purposes and is not prepared for, nor is it suitable for conveyance, engineering, surveying, or other purposes requiring high precision. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. All mapping and retrieval of City of Mandeville GIS data is to be considered a generalized spatial representation that is subject to constant and often dynamic revisions. All maps and databases are constantly being updated and corrected and thus any map may have an updated version. This information is provided as a visual representation only and is not to be used as a legal or official representation of legal boundaries, ownership, or municipal districts and/or regulations.

CITY OF MANDEVILLE REAPPORTIONMENT PLAN CITY ORDINANCE 22-22

Legend

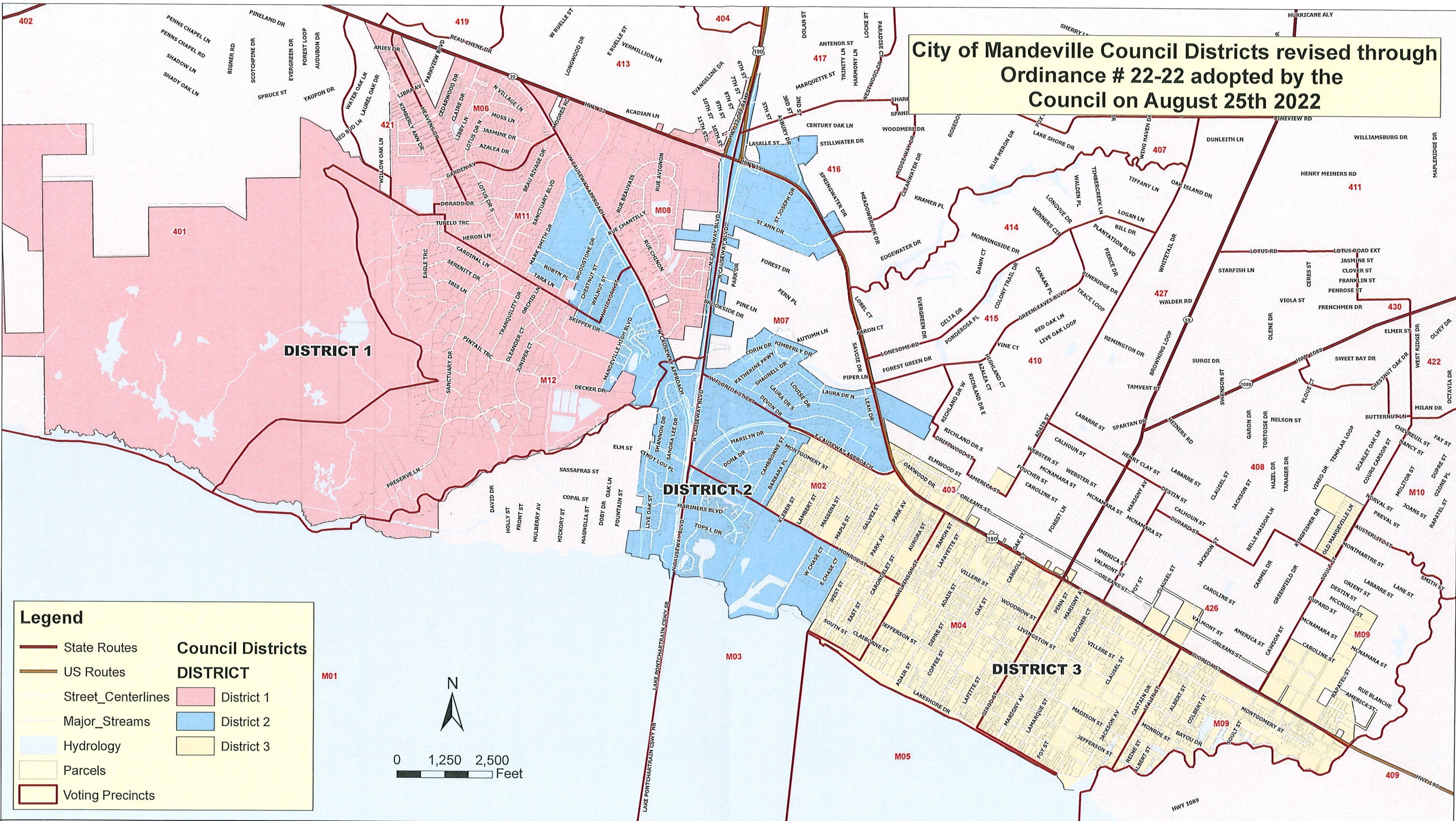
- Parcels
- Census Blocks Mandeville 2020
- State Routes
- US Routes
- Street_Centerlines
- Hydrology
- Major_Streams
- Lake_Pontchartrain

Council Districts

- DISTRICT 1
- 2
- 3



City of Mandeville Council Districts revised through Ordinance # 22-22 adopted by the Council on August 25th 2022



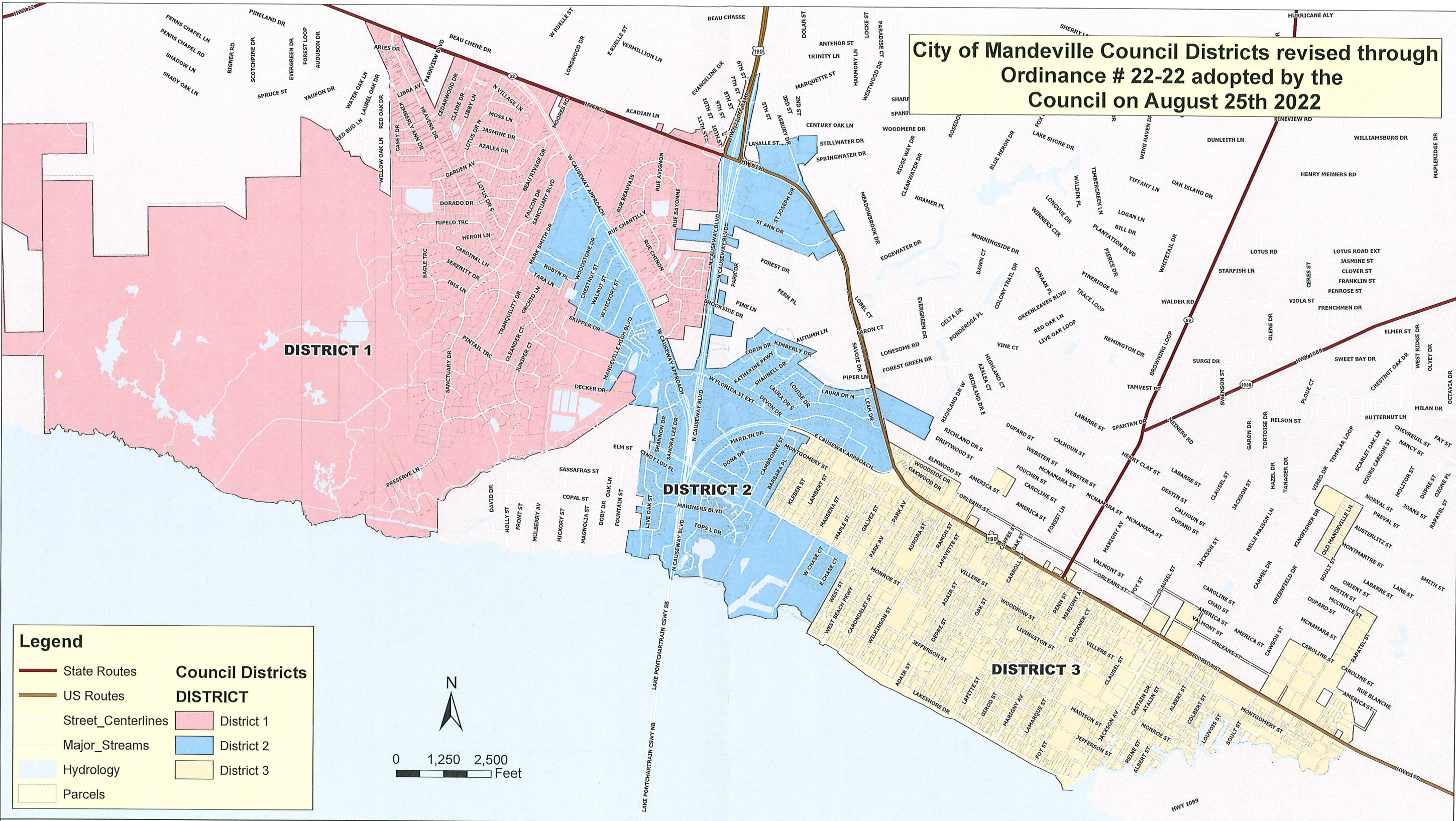
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**CITY OF MANDEVILLE
COUNCIL DISTRICT MAP**



City of Mandeville Council Districts revised through Ordinance # 22-22 adopted by the Council on August 25th 2022



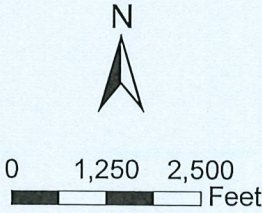
Legend

- State Routes
- US Routes
- Street_Centerlines
- Major_Streams
- Hydrology
- Parcels

Council Districts

DISTRICT

- District 1
- District 2
- District 3

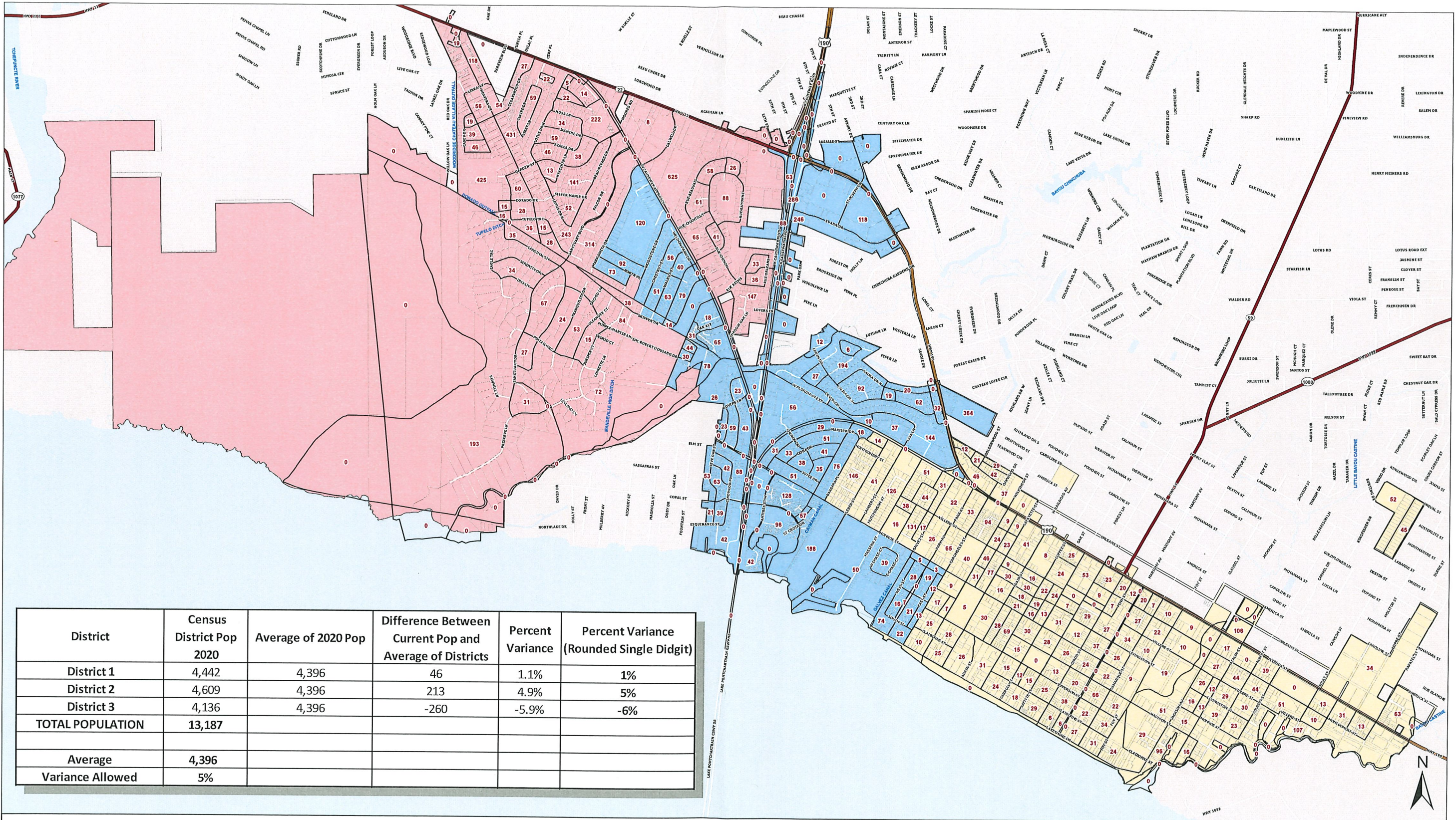


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**CITY OF MANDEVILLE
COUNCIL DISTRICT MAP**





District	Census District Pop 2020	Average of 2020 Pop	Difference Between Current Pop and Average of Districts	Percent Variance	Percent Variance (Rounded Single Digt)
District 1	4,442	4,396	46	1.1%	1%
District 2	4,609	4,396	213	4.9%	5%
District 3	4,136	4,396	-260	-5.9%	-6%
TOTAL POPULATION	13,187				
Average	4,396				
Variance Allowed	5%				

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CITY OF MANDEVILLE

COUNCIL DISTRICT MAP AND

2020 CENSUS POPULATION COUNT

Legend

- State Routes
- US Routes
- Street_Centerlines
- Major_Streams
- Hydrology
- Parcels
- Census Blocks Mandeville 2020

Council Districts

- DISTRICT**
- 1
 - 2
 - 3



Mandeville LA Occupational Chain Store License Renewal
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



Liquor License Application

1. Liquor license to be issued to: Smoke, Cigarettes, Beer.
 2. Legal name(s): Individual, Partners, or Corporation D.M. Businesses LLC
 3. Apply for: Class "A" ___ Class "B" / High Content Low Content / Restaurant ___
 4. Business location address: 3960 West Florida St unit 4 Mandeville LA 70448
 Telephone () 757-329-4668
 5. Mailing address 3960 West Florida St unit 4 Mandeville LA 70448
 6. Contact Person Domanick Acosta Phone Number (757) 329 4668
 E-Mail Address: Jordoes.civa@gmail.com Fax Number () Web Address

7. Type of organization: Individual (Complete line A only) ___ Partnership ___ Corporation ___ Non-Profit ___ LLP ___ LLC Other ___
 8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A. Domanick Acosta Owner [Redacted] 100
 Resident Address City State Zip Home Phone Number

B. Name Title SSN % Owned
 Resident Address City State Zip Home Phone Number

C. Name Title SSN % Owned
 Resident Address City State Zip Home Phone Number

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

Trade name Owner's name Address License #

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO If yes: Name Location:

11. Has applicant applied for state liquor license? NO

12. Has the applicant ever been denied a state or local liquor license? NO

13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO

14. Is applicant the owner of the premises to be occupied? NO
 If no, does applicant hold a bona fide written lease? yes (Supply copy of lease with application.) 3960 Florida St suite 4

15. If premises leased, give name and address of lesser. Florida Gateway Center LLC

16. Describe the part of the building to be occupied by business: Half building with Drive through

17. Open date for this location 10-1-22

18. Describe in detail your business, i.e.: Type of sales, activity, or service you perform:
Retail Store selling Alcohol and Tobacco products

An original approved **Sales Tax Clearance Certificate** must be attached to the application, requested from the St. Tammany Parish Sales Tax Department. Visit <http://www.stpsa.com/how-do-i/sales-tax/> for forms and to register online.

I affirm that the information given on this application is true and correct.

Signature of Applicant Domanick Acosta Title: Owner
 Signature of Preparer _____ Date _____



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business D.M. Businesses LLC
2. What is your name? Domanick Acosta
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? yes
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
12. If married is husband or wife eligible for license? Not married
13. Have you or your spouse any interest in an establishment holding a current liquor license? _____
 If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
------------	---------	------------------	-----------	--------

14. Have you ever used any other name than the one given herein? NO

Name	Placed Used	Date
------	-------------	------

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 1 day of September, 2002.

[Signature]
 Notary Public Eric Larsen, Notary Public #157226
 My Commission expires with my life

[Signature]
 Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenuinsights.com.

Line No.	Product	Description	Issue / Run Date	Size	Amount
		<p>of high and low alcohol content at retail in the Parish of St. Tammany, at the following address: 3960 W. Florida Street, Mandeville, LA 70448, Domanick Acosta, Owner. Oct 19, Oct 26 2T.</p>			

22676	#CAMPAIGN_DESC#	STF Legal Open	10/26/2022	28	95.00
-------	-----------------	----------------	------------	----	-------

D.M. Businesses, LLC. d/b/a Smoke. Cigarettes. Beer. are applying to the Office of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of St. Tammany, at the following address: 3960 W. Florida Street, Mandeville, LA 70448, Domanick Acosta, Owner. Oct 19, Oct 26 2T.

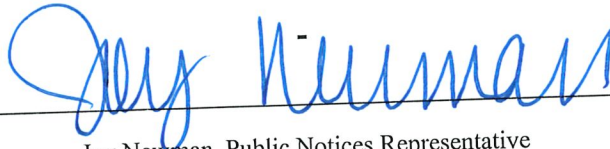
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

The hereto attached notice was published in ST. TAMMANY FARMER, a weekly newspaper of general circulation within the Parish of St. Tammany, in the following issues:

10/19/2022



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature appears above

19 Oct 2022



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 9045

ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

The hereto attached notice was published in **ST. TAMMANY FARMER**, a weekly newspaper of general circulation within the Parish of St. Tammany, in the following issues:


10/26/2022



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature appears above

26 Oct 2022



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 9045

Domanick Acosta
3960 W. Florida Street
Mandeville, LA 70448



MANDEVILLE

A Historic Lakefront Community

Planning and Zoning Commission

KAREN GAUTREUX, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN
ZONING COMMISSION

CARA BARTHOLOMEW, AICP
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

MEMBERS:
SCOTT QUILLIN
SIMMIE FAIRLEY
NIXON ADAMS
CLAIRE DURIO
MIKE PIERCE

CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE LOT 3, SQUARE 1 TANGLEWOOD SUBDIVISION

The City of Mandeville Dept. Of Planning and Development received an application request to rezone Lot 3, Sq. 1 Tanglewood Subdivision on September 19th, 2022. Case No. Z22-10-03 was heard at the October 11 work session and the October 25 voting meeting. The applicant owns a Part of Lot 1 and Lot 2 adjacent to Lot 3. Lots 1 & 2 are zoned B-1 Neighborhood Business District.

The Subdivision was annexed into the City of Mandeville in 1985. At the time the subdivision was zoned R-4 Residence District. The zoning district allowed for residential uses and neighborhood business uses. Ordinance 85-33 rezoned Tanglewood from R-4 to R-1 Single Family Residence for all interior lots including Lot 3, the ordinance did not rezone the lots along Florida Street and the first 2 Lots (Lots 1 & 2) at either entrance of the Subdivision. The 1993 Comprehensive Rezoning changed the designation from R-4 to B-1 Neighborhood Business District and the R-1 Single Family Residential District remained the same.

A motion to recommend denial for the rezoning from R-1 to B-1 was made and passed unanimously. The Commission found the intension of the 1985 rezoning was to there was no compelling reason to rezone an existing single family residence zoned R-1 to B-1 Neighborhood business District to further encroach into the subdivision.

Attached:

Case Summary

Survey of Lot 3

Survey Partial Lot 1 & 2

Ordinance 85-33

CASE SUMMARY SHEET**CASE NUMBER: Z22-10-03****DATE RECEIVED: September 19, 2022****DATE OF MEETING: October 11, 2022 and October 25, 2022****Address: 290 Oakwood Dr****Subdivision: Tanglewood****Zoning District: R-1 Single Family Residential****Property Owner: Pneuma Properties LLC**

REQUEST: **Z22-10-03** – Pneuma Properties LLC requests the rezoning of a lot designated R-1X Single Family Residential Existing Small Lots District to B-1 Neighborhood Business District, Square 1 Lot 3, R-1X Single Family Residential Existing Small Lots District, 290 Oakwood

CASE SUMMARY:

The applicant owns the property at 290 Oakwood Dr, located on the south side of Oakwood Dr and east of Highway 190. The property measures 75' x 103.38' being 7,753.5 per a survey prepared by Ned Wilson and dated 09.05.1979. The lot is improved with a single-family residence. The lot is part of the Tanglewood subdivision, with the lots along Oakwood Dr being zoned R-1X. The lots at the entrance to the subdivision are zoned B-1 with the lots along Florida being zoned B-2 Highway Business District.

The applicant is requesting to rezone the property to B-1 Neighborhood Business District. The applicant also owns the adjacent property at the corner of Hwy 190 and Oakwood Drive, being a remainder of Lot 1 & Lot 2. The Lot is irregularly shaped due to the expansion of Hwy 190. Lot 1 & 2 allow for a 1270 sq ft buildable area. The applicant is requesting to rezone the Lot 3 to construct a mental health spa that would allow a larger lot area.

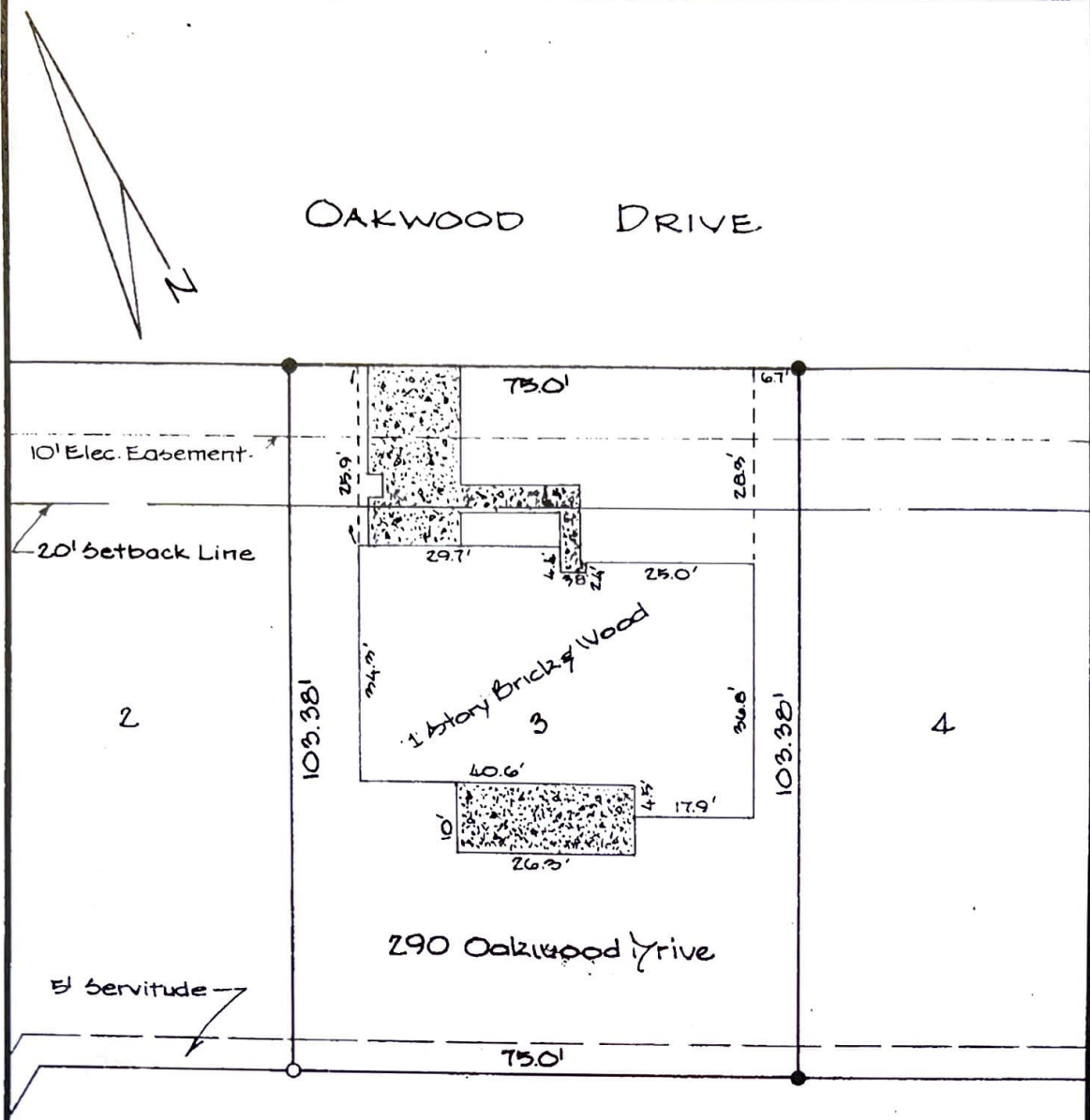
The application states the following:

I am requesting that this property be changed from Residential to commercial. I currently own the commercial lot next door as well as this residential home/lot. The residential home is surrounded by commercial property on three of the 4 sides and I am requesting to convert the zone of the residential property in order to make the commercial lot build-able and create a campus adequate for a mental health spa. The residential property across the street was historically converted to commercial and I am requesting the same.

CLURO SECTIONS:**7.5.8. B-1 - Neighborhood Business District****7.5.8.1. Purpose of the B-1 Neighborhood Business District**

The purpose of the B-1 neighborhood business district shall be to provide sites for small-scale service and retail establishments to support adjacent residential neighborhoods. This district includes personal service and retail or office establishments, which are 3,000 square feet or less, which conduct all business operations within an enclosed facility, and which do not present any adverse impact on the peace, appearance or value of adjacent residential areas.





Lot 3, Square 1
Tanglewood Subdivision

Certified Correct to:
South Savings & Loan Assoc.,
Lawyers Title of Louisiana
and Kirk Roppens

●, ■: CORNER FOUND

○, □: CORNER SET

SCALE: 1:240

DATE: May 21, 1979

REVISED: 9-5-79

4-16-80

PREPARED FOR THE EXCLUSIVE USE OF:

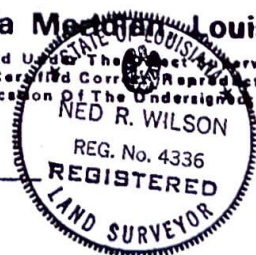
KIRK ROPPENAS

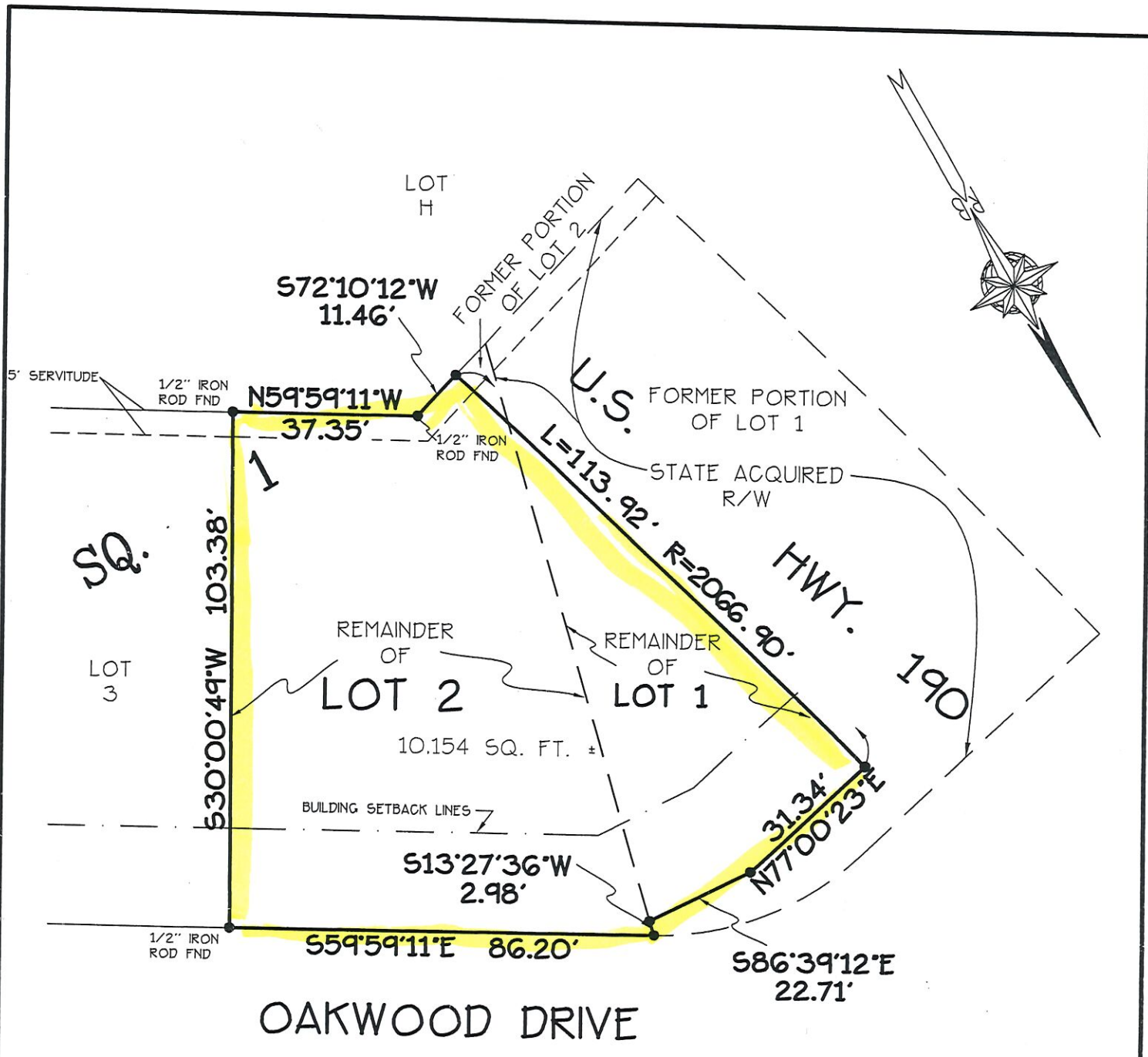
Township South, Range East, St. Helena Parish, Louisiana

Certified Correct In Accordance With A Physical Survey Made On The Ground Under The Direct Supervision Of The Undersigned. Signature And Seal Must Be In RED Ink Or The Plat Is Not Certified Correct. No Reproduction And The Use Of Any Part Of This Plat Thereafter Shall Be Permitted Without The Certification Of The Undersigned.

Ned R. Wilson

NED R. WILSON
Louisiana Registered Land Surveyor





- REF.: 1.) Survey by: Gerald B. Dunn
Dated: May 28, 1974
2.) Survey by: BFM CORPORATION
Dated: May 2, 2001

Note: I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described IS NOT located in a special flood hazard area, it is located in Flood Zone C.

NOTE: OWNER OR BUILDER RESPONSIBLE FOR OBTAINING SETBACKS BEFORE CONSTRUCTION BEGINS.

FIRM Panel# 220202 0002 C Rev. APRIL 4, 1983

● DENOTES 1/2" IRON PIPE SET UNLESS OTHERWISE NOTED

Survey of
REMAINDER OF LOT 2 AND REMAINDER OF LOT 1
SQUARE 1 * TANGLEWOOD SUBDIVISION
CITY OF MANDEVILLE
ST. TAMMANY PARISH, LOUISIANA
FOR
CLAUDE P. DUET

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

RANDALL W. BROWN
 REG. NO. 04586
 REGISTERED PROFESSIONAL SURVEYOR
 RANDALL W. BROWN, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04586

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Planners • Consultants
 228 W. Causeway App. Mandeville, LA 70448
 (985) 624-5368 FAX (985) 624-5309

Date: MAY 24, 2007
 Survey No. 07381
 Project No. B07381.CR5
 Scale: 1" = 30' ±
 Drawn By: DCT
 Revised:

THE FOLLOWING ORDINANCE WAS INTRODUCED BY
COUNCILMAN PRICE, MOVED FOR ADOPTION BY
COUNCILMAN Shoers AND
SECONDED BY COUNCILMAN Price

ORDINANCE NUMBER 85-33

AN ORDINANCE OF THE CITY OF MANDEVILLE, LOUISIANA, AMENDING THE ZONING MAP OF THE CITY OF MANDEVILLE TO RECLASSIFY AND REZONE TO AN R-1 STATUS LOTS 3 THROUGH 19 OF SQUARE 1, LOTS 5 THROUGH 10 OF SQUARE 2, LOTS 1 THROUGH 9 OF SQUARE 3, LOTS 1 THROUGH 10 OF SQUARE 4, LOTS 1 THROUGH 19 OF SQUARE 5, AND LOTS 1 THROUGH 9 OF SQUARE 6, ALL LOCATED IN TANGLEWOOD SUBDIVISION, MANDEVILLE LOUISIANA, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Lots 3 through 19 of Square 1, Lots 5 through 19 of Square 2, Lots 1 through 9 of Square 3, Lots 1 through 10 of Square 4, Lots 1 through 19 of Square 5 and Lots 1 through 9 of Square 6, Tanglewood Subdivision, are currently zoned R-4 Residence District; and

WHEREAS, the area proposed for rezoning herein has currently been developed in accordance with the plans of its original subdivider to single-family residential land use; and

WHEREAS, all of the above described lots and squares of ground are located within the corporate limits of the City of Mandeville; and

WHEREAS, under the plan of development of the above referenced lots and squares of ground approved by the City of Mandeville, said squares and lots were intended for development as non-commercial, single-family residential land use; and

WHEREAS, the city services and utilities available to the above described squares and lots of ground, such as water lines, sewer collection lines, fire hydrants and streets are most conducive to single-family residential use and development; and

WHEREAS, under its present zoning classification, certain multi-family or commercial usages could be permitted in and on the above referenced squares and lots; and

WHEREAS, such an intrusion or commercial or multi-family use into an area which has developed into a stable single-family residential neighborhood would cause severe disruption of the community; and

WHEREAS, for the foregoing reasons it is in the best interest of the health, welfare and safety of the citizens of Mandeville, that the above referenced squares and lots be rezoned from their present classification as R-4 Residence District to R-1 Residence District.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Mandeville that the zoning map of the City of Mandeville be amended to reflect as an R-1 Residence District the following lots and squares in Tanglewood Subdivision: Lots 3 through 19 of Square 1, Lots 5 through 10 of Square 2, Lots 1 through 9 of Square 3, Lots 1 through 10 of Square 4, Lots 1 through 19 of Square 5, and Lots 1 through 9 of Square 6.

BE IT FURTHER ORDAINED that, in order to avoid the possibility of the proliferation of what would, under the provisions of this ordinance, become prior inconsistent uses during the period of time otherwise required for the effectuation of municipal ordinances, that the provisions of this ordinance take effect immediately upon adoption.

BE IT FURTHER ORDAINED that the Clerk of the City of Mandeville be and she is hereby authorized and empowered to take any and all actions which in her discretion she deems necessary or advisable for the promulgation of the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES: 3
NAYS: 0
ABSENT: 0
ABSTENTIONS: 0

and the ordinance was declared adopted on the 24th day of October, 1985.

Linda Mc Intosh
Linda McIntosh, City Clerk

Paul R. Spitzfaden
Paul R. Spitzfaden, Mayor

CERTIFICATE

I, the undersigned Clerk of the City of Mandeville, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of Mandeville at a meeting of said Board of Aldermen held on the 24th day of October, 1985 at which a quorum was present and voting. I do further certify that the provisions of this ordinance have not thereafter been amended, rescinded or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this 25th day of October, 1985.

Linda Mc Intosh
Linda McIntosh, City Clerk



MANDEVILLE

A Historic Lakefront Community

Planning and Zoning Commission

KAREN GAUTREAUX, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN
ZONING COMMISSION

CARA BARTHOLOMEW, AICP
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

MEMBERS:
SCOTT QUILLIN
SIMMIE FAIRLEY
NIXON ADAMS
CLAIRE DURIO
MIKE PIERCE

CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE LOT 11, SQUARE 82, CITY OF MANDEVILLE

The City of Mandeville Dept. Of Planning and Development received an application request to rezone Lot 11, Sq. 82 City of Mandeville on September 19th, 2022. Case No. Z22-10-03 was heard at the October 11 work session and the October 25 voting meeting. The applicant owns Lot 12 to the south of Lot 11. Lots 11 is zoned B-1 Neighborhood District, Lot 12 is zoning R-1 Single Family Residential District.

The Commission made a motion to recommend approval, the motion passed unanimously. The Commission found the down zoning of a parcel from B-1 to R-1 in order to construct a single family residence on Lot 11 & 12 to be compatible with the surrounding area.

Attached:

Case Summary
Survey

CASE SUMMARY SHEET

CASE NUMBER: Z22-10-04

DATE RECEIVED: September 19, 2022

DATE OF MEETING: October 11, 2022 and October 25, 2022

Address: Square 82 Lot 11

Subdivision: Old Town of Mandeville

Zoning District: B-1 Highway Business District

Property Owner: Jerilyn Schmidt

REQUEST: **Z22-10-04** – Jerilyn Schmidt requests the rezoning of a lot designated B-1 Neighborhood Business District to R-1 Single Family Residential District, Square 82 Lot 11, B-1 Neighborhood Business District, Colbert Street Square 82, Lot 11

CASE SUMMARY:

The applicant owns the property being Lot 11 in Square 82, located on the west side of Colbert St., north of Montgomery St., and south of Florida St. The property measures 53.37' x 263.58' and has a square footage of 14,067 per a survey prepared by Kelly McHugh & Associates Inc. and dated 09.19.22. The lots in the north side of the square, bordering Florida St, are zoned B-1 Highway Business District. The remaining lots in the square are zoned R-1 Single Family Residential District.

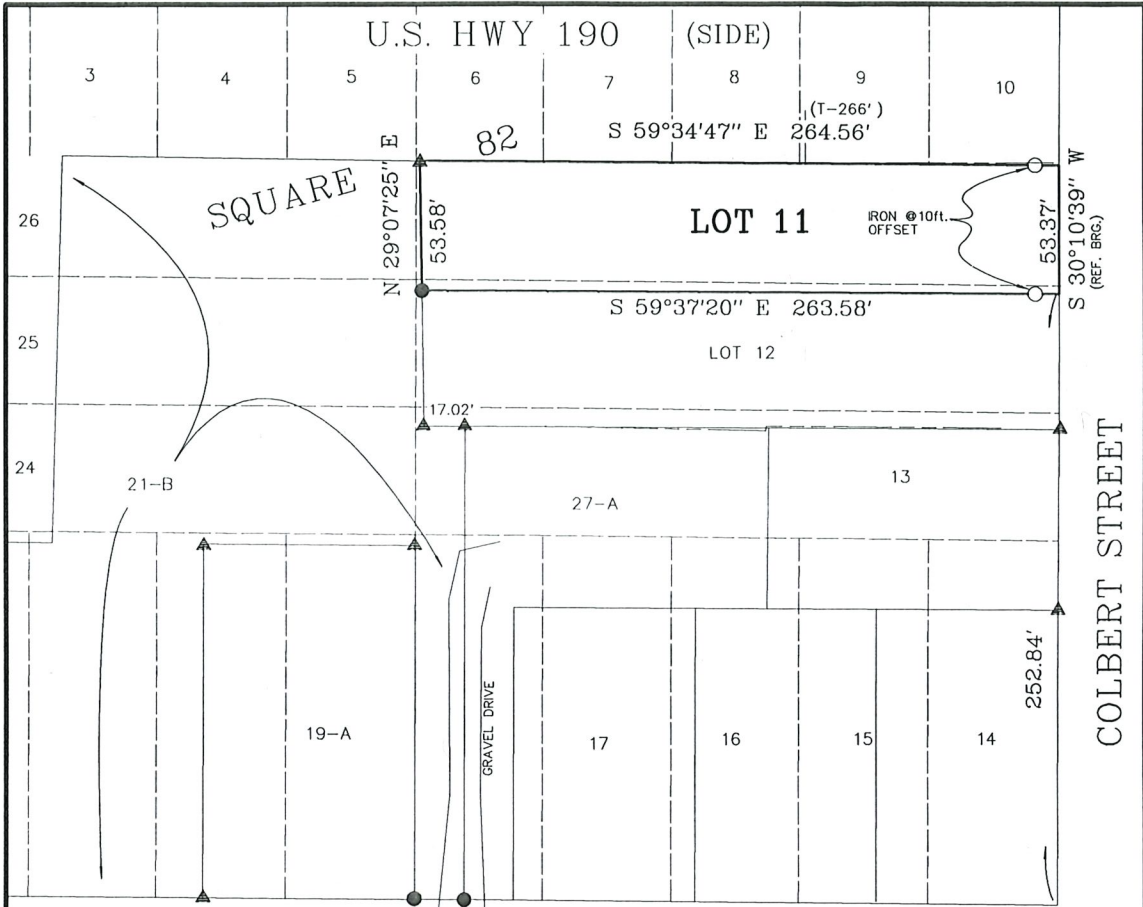
The applicant is requesting to rezone the property to R-1 Single Family Residential, as they also own the neighboring lot 12 currently zoned R-1 and want to build a new residence on the two lots. Single family residence is not permitted in the B-1 District. Rezoning the lot would allow for a 106'x263' lot.

CLURO SECTIONS:

7.5.1.1. Purpose of the R-1 District

The R-1 Single-Family Residential Zoning District shall be for the purpose of providing low-density residential neighborhoods where single families occupy single-family detached dwelling units on individual lots in a healthy, safe and peaceful environment in combination with accompanying accessory uses and community-oriented recreation and service facilities while being protected from the adverse impacts of incompatible land uses which belong in non-residential areas.





Legal Description of Lot 11, Square 82,
City of Mandeville, Louisiana

Commence at the Southeast corner of Square 82 and the intersection of the Westerly Right of Way of Colbert Street and the Northerly Right of Way of Montgomery Street and measure Northerly along said Westerly Right of Way of Colbert Street a distance of 252.84 feet to the POINT OF BEGINNING

From the POINT OF BEGINNING and leaving said Westerly Right of Way North 59°37' 20" West a distance of 263.58 feet to a point Thence North 29°07' 25" East a distance of 53.58 feet to a point Thence South 59°34' 47" East a distance of 264.56 feet to a point on said Westerly Right of Way Thence Southerly along said Westerly Right of Way South 30°10' 39" West a distance of 53.37 feet to the POINT OF BEGINNING, and containing 14,119.56 square feet or 0.32 acre(s) of land, more or less.

-- LEGEND --

- ▲ = 1/2" IRON PIPE FOUND
- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET

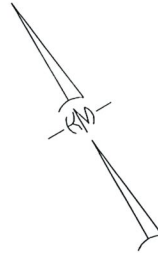
THIS PROPERTY IS LOCATED IN FLOOD ZONE X (SHADED); BASE FLOOD ELEV. N/A; F.I.R.M. PANEL NO. 2202020431D; REV. 05-16-2012

NOTE:
NO ATTEMPT HAS BEEN MADE BY KELLY McHUGH & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.


 KELLY J. McHUGH
 License No. 4443
 PROFESSIONAL
 09-19-22
 KELLY J. McHUGH & ASSOC., INC. NO. 4443

CERTIFIED TO BE IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.

MONTGOMERY STREET



REFERENCES:

1. PLAT OF A SURVEY BY THIS FIRM DATED 10-06-2016, JOB NO. 16-223
2. PLAT OF A SURVEY BY JOHN E. BONNEAU REVISED 07-07-1997, SURVEY NO. 96055-A
3. PLAT OF A SURVEY OF SQUARE 82 BY J.W. HYMEL DATED 05-01-1926

ZONING PLAT OF:

LOT 11, SQUARE 82,
TOWN OF MANDEVILLE,
CITY OF MANDEVILLE,
ST. TAMMANY PARISH, LA.

PREPARED FOR:

JERILYN SCHMIDT

KELLY J. McHUGH & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 60'	DATE: 09-19-22
DRAWN: DRJ	JOB NO.: 21-227
REVISED:	

***THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER
____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER ____***

RESOLUTION NO. 22-46

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ADOPTING THE LOUISIANA COMPLIANCE QUESTIONNAIRE***

WHEREAS, the questionnaire is a required part of the financial and compliance audit of Louisiana governmental units; and

WHEREAS, the legal matters contained in the questionnaire parallel those matters contained in the Laws Affecting Louisiana Government; and

WHEREAS, upon completion, the questionnaire must be presented and adopted by the governing body.

WHEREAS, the completed questionnaire and copy of the adoption instrument must be given to the auditor at the beginning of the audit.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Louisiana Compliance Questionnaire, that is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Clerk of the City Council, Kristine Scherer, is authorized and directed to execute the Louisiana Compliance Questionnaire attached hereto.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES: 0
NAYS: 0
ABSENT: 0
ABSTENTIONS:0

And the resolution was declared adopted this 17th day of November, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

**LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government agencies. The completed and signed questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed and signed questionnaire and a copy of the adoption instrument, if appropriate, **must be given to the auditor at the beginning of the audit.** The auditor will, during the course of his/her regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to the Legislative Auditor's office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his/her audit. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor

Enclosure

LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements of Government Agencies)

10/31/22 (Date Transmitted)

Postlethwaite & Netterville (CPA Firm Name)
1 Galleria Blvd, Suite 2100 (CPA Firm Address)
Metairie, LA 70001 (City, State Zip)

In connection with your audit of our financial statements as of 08/31/22 and for 09/01/21 – 08/31/22 (period of audit) for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of 08/31/22 (date completed/date of the representations).

PART I. AGENCY PROFILE

1. Name and address of the organization.

City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

13,187, US Census Bureau

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

MAYOR AND COUNCIL 2020-2024

Clay Madden, Mayor
224 Live Oak (70448)
cell: 985-630-8578
cmadden@cityofmandeville.com
08/25/20 – 06/30/24

Rick Danielson, Council at Large
125 Beau Rivage (70471)
cell: 985-264-7285
rdanielson@cityofmandeville.com
07/22/20 – 06/30/24

Jason Zuckerman, Council at Large
1354 Villere Street (70448)
cell: 504-881-6920
jzuckerman@cityofmandeville.com
07/22/20 – 06/30/24

Rebecca Bush, Council Dist. I
7 Finch Lane (70471)
cell: 504-451-6565
rbush@cityofmandeville.com
07/01/20 – 06/30/24

Skelly Kreller, Council District II
280 Dona Drive (70448)
cell: 985-869-0834
skreller@cityofmandeville.com
07/22/20 – 06/30/24

Jill McGuire, Council District III
1551 Lakeshore Drive (70448)
cell: 985-778-8671
jmcguire@cityofmandeville.com
07/22/20 – 06/30/24

Elizabeth Sconzert, City Attorney
1060 W. Causeway Approach (70471)
office: 626-1001; cell 504-352-5270
edeano@cityofmandeville.com

Kathleen Sides, Finance Director
530 Albert Street (70448)
cell: 985-807-3920
dof@cityofmandeville.com
08/25/20 – 08/31/22

4. Period of time covered by this questionnaire.

09/01/21 – 08/31/22

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

Act 74 of 1840

6. Briefly describe the public services provided.

Provide police, public roads and bridges, drainage, planning, utilities and other miscellaneous services for the citizens

7. Expiration date of current elected/appointed officials' terms.

June 30, 2024

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

A) All public works purchases exceeding \$157,700 have been publicly bid.

B) All material and supply purchases exceeding \$30,000 have been publicly bid.

Yes [X] No []

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [X] No []

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [X] No []

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).

2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget approval instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).

3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).

4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).

5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.

6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).

7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).

8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted

revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes [X] No []

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [X] No []

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes [] No []

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes [X] No []

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [X] No []

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes [X] No []

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes [X] No []

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes [X] No []

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes [X] No []

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes [X] No []

PART VI. MEETINGS

19. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes [X] No []

PART VII. ASSET MANAGEMENT LAWS

20. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes [X] No []

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

21. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes [X] No []

PART IX. DEBT RESTRICTION LAWS

22. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes [X] No []

23. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes [X] No []

24. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes [X] No []

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

25. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes [X] No []

26. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes [X] No []

27. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes [X] No []

PART XI. ISSUERS OF MUNICIPAL SECURITIES

28. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes [X] No []

PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS

Parish Governments

29. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes [] No []

School Boards

30. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes [] No []

31. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes [] No []

32. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Class Size Characteristics

We have also, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules, and recognize that although the schedules will not be included in the agreed-upon procedures report, the content of the schedules will be tested and reported upon by school board auditors in the school board performance measures agreed-upon procedures report:

- Education Levels of Public School Staff
- Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Public School Staff Data: Average Salaries

We understand that the content of the first two schedules will be tested and reported upon together.

Yes [] No []

Tax Collectors

33. We have complied with the general statutory requirements of R.S. 47.

Yes [] No []

Sheriffs

34. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes [] No []

35. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes [] No []

District Attorneys

36. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes [] No []

Assessors

37. We have complied with the regulatory requirements found in R.S. Title 47.

Yes [] No []

38. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes [] No []

Clerks of Court

39. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes [] No []

Libraries

40. We have complied with the regulations of the Louisiana State Library.

Yes [] No []

Municipalities

41. Minutes are taken at all meetings of the governing authority (R.S. 42:20).
Yes [X] No []
42. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528).
Yes [X] No []
43. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28).
Yes [X] No []

Airports

44. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.
Yes [] No []
45. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).
Yes [] No []
46. All project funds have been expended on the project and for no other purpose (R.S. 2:810).
Yes [] No []
47. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).
Yes [] No []

Ports

48. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452.
Yes [] No []
49. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460).
Yes [] No []
50. All project funds have been expended on the project and for no other purpose (R.S. 34:3460).
Yes [] No []
51. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460).
Yes [] No []
52. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461).
Yes [] No []

Sewerage Districts

53. We have complied with the statutory requirements of R.S. 33:3881-4159.10.
Yes [] No []

Waterworks Districts

54. We have complied with the statutory requirements of R.S. 33:3811-3837.
Yes [] No []

Utility Districts

55. We have complied with the statutory requirements of R.S. 33:4161-4546.21.
Yes [] No []

Drainage and Irrigation Districts

56. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [] No []

Fire Protection Districts

57. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [] No []

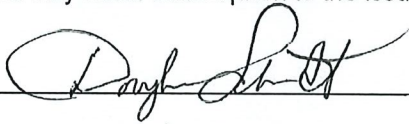
Other Special Districts


58. We have complied with those specific statutory requirements of state law applicable to our district.


Yes [] No []

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

 _____ City Clerk 11/1/2022 Date

 _____ Director of Finance 11.01.22 Date

 _____ Mayor 11-1-22 Date

**INTRODUCED BY COUNCIL MEMBER DANIELSON AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 22-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND KYLE ASSOCIATES, LLC AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Kyle Associations, LLC for professional engineering services for upgrades the Lift Stations A & 27 project, including but not limited to design, permitting, bidding, construction administration and resident inspection..

WHEREAS, the contract is attached and made a part of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Kyle Associates, LLC for professional engineering services on behalf of the City of Mandeville.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



October 20, 2022

Hon. Clay Madden, Mayor
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
Email: cmadden@cityofmandeville.com

**Re: Detailed Cost Proposal for Design and Construction Management Services
Sewer Lift Stations 27 and A Improvements**

Dear Mayor:

In accordance with the request from your office, Kyle Associates, LLC (KA) is pleased to present the following proposal for the design and construction administration services necessary for the improvements to sewer lift stations No. 27 (Mandeville High) and A (Montgomery @ Dupre).

KA understands that this is a lump-sum contract to design improvements to two separate lift stations but the plans and specifications will be combined into one bid package. It is anticipated that the scope will consist of rehabilitating the two lift stations and may consist of, but not be limited to the following at each station:

- Remove and replace the internal components of the wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc.
- Provide new emergency pump out (EPO) with a female camlock connector. EPO must be sized as part of the design.
- Upgrade Control Panel to be SCADA compliant.
- Upgrade water service to include backflow preventer, BFP cover, and freeze less hydrant. Water service to be relocated inside the fence.
- Odor control options.
- By-pass pumping of lift station during construction.

The city will authorize KA to begin work on Tasks in writing.

KA shall provide the engineering services for this project in accordance with the tasks outlined below:

Task 1 – Construction Plan Development:

Upon receipt of any existing and as-built information the city may have on the existing lift stations, KA will provide engineering services as required to generate preliminary and final construction documents for the rehabilitation of the two sewer lift stations. As required by the City, plan preparation format will include plan/profile sheets, layout drawings, details,

quantities and any other plans necessary to ensure a complete construction package. The project deliverables will be provided in accordance with the requirements of the City. Opinions of probable construction cost will be submitted as part of each submittal broken out by the anticipated phases of the construction work for each station.

Based on information provided to KA by the City and KA's further site reviews of the two lift stations, it is anticipated that the total construction cost for this project will be approximately \$838,800. Utilizing the FP&C State Fee Curve, the fee for this phase of the project shall be in the amount of \$67,148 with the design fee being broken out based on the project deliverables. It is understood that this fee is adjustable depending upon the final construction cost estimate upon completion of the final design submittal for the project.

Task 2 – Permitting:

KA will compile the necessary permit drawings along with the applicable permit applications to submit to any and all regulatory agencies required for approval of the proposed lift station improvements. The fee for this task shall be a lump sum not to exceed \$2,500.

Task 3 – Bidding and Contracting:

KA shall incorporate any comments from applicable regulatory agencies into the plans and specifications and finalize the construction documents into the necessary bid package(s) that includes the 100% plans and specifications, final opinion of probable construction cost, contractor's license/project classification recommendations and final construction time estimate. KA will also conduct the pre-bid conferences and prepare meeting minutes, issue any necessary addenda to address questions received and assist with the bid openings as requested. KA will also provide assistance in compiling the contract documents for execution by the awarded contractor(s).

It is anticipated that each phase of the bidding task will take approximately 60 calendar days to complete. The fee for this phase of the project shall be a lump sum amount of \$4,477.

Task 4 - Construction Administration:

Upon award of the construction contract, KA will provide the necessary construction compliance, administration and acceptance for the project. KA will attend the pre-construction meeting and periodic progress meetings. KA will address questions from the awarded contractor, review shop drawings/submittals and pay applications for the duration of construction to ensure the project is constructed in accordance with the final plans and specifications. Resident inspection is not included as a part of this task but could be added as an additional service. The fee for this phase of the project shall be a lump sum amount of \$17,906. This fee is subject to adjustment depending upon the final decision to construct the proposed improvements in multiple phases.

Task 5 – Resident Inspection (Optional):

If requested by the City, KA can provide full-time on-site resident inspection to ensure the selected contractor constructs the project in accordance with the plans and specifications as well as the approved permits.

The fee for this phase of the project would be billed hourly with an estimated amount of **\$45,696**. The estimated fee for this task is based on a rate of \$68/hour for the resident inspection and an estimated construction duration of 4 months (4-months x 21 working days/month x 8 hours/day = 672 man-hours, estimated).

Provided this proposal is acceptable, please proceed with the necessary contract documents for the desired tasks for execution by our office. We appreciate the opportunity to provide this proposal and look forward to working with the City of Mandeville on this important sewer lift station project.

With regards,



Christopher J. Hnatyshyn
Vice President – Business Development
Kyle Associates, LLC

Cc: (via e-mail)
David LeBreton, P.E., POE, PTP, Digital Engineering
Keith LaGrange, Public Works Director

Enclosures

**Lift Stations 27 & A
City of Mandeville**

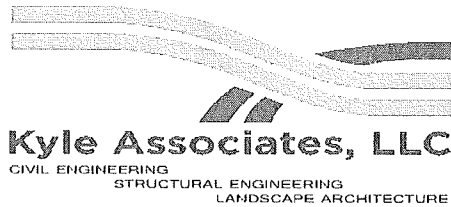
**CONCEPTUAL LEVEL OPINION OF PROBABLE CONSTRUCTION COST
KYLE ASSOCIATES, LLC**

10/6/2022

Item	Unit	Quantity	Unit Cost	Total
Lift Station #27				
Mobilization	LS	1	\$22,000.00	\$22,000.00
Demolition	LS	1	\$30,000.00	\$30,000.00
New Wet Well Top Slab w/ Hatches	LS	1	\$15,000.00	\$15,000.00
Submersible Pumps	EA	2	\$40,000.00	\$80,000.00
Lift Station Piping - Incl EPO Connection	LS	1	\$40,000.00	\$40,000.00
Control Panel	LS	1	\$90,000.00	\$90,000.00
Electrical Equipment and Labor	LS	1	\$40,000.00	\$40,000.00
Bypass Pumping	LS	1	\$50,000.00	\$50,000.00
Generator	LS	1	\$75,000.00	\$75,000.00
			Subtotal	\$442,000.00
Lift Station A				
Mobilization	LS	1	\$12,000.00	\$12,000.00
Demolition	LS	1	\$5,000.00	\$5,000.00
Submersible Pumps	EA	2	\$25,000.00	\$50,000.00
Valve Box Piping - Incl EPO Connection	LS	1	\$15,000.00	\$15,000.00
Control Panel	LS	1	\$90,000.00	\$90,000.00
Electrical Equipment and Labor	LS	1	\$25,000.00	\$25,000.00
Bypass Pumping	LS	1	\$50,000.00	\$50,000.00
			Subtotal	\$257,000.00

Construction Cost Opinion Sub-Total: \$699,000.00
Contingency - 20% \$139,800.00

Total Opinion of Probable Construction Cost: \$838,800.00



Fee Calculator based on FPC Formula

Ref: LAC: Title 34, Part III, Chapter I, Section 109

Funds Available for Construction	\$838,800
Complexity	Medium
Renovation Factor	1.15
Subject Year	2022
BCI	6912
CPI	271.0
BCI Ratio	0.1889
CPI Ratio	5.04
Base Fee Percentage	8.44%
Base Fee	\$70,775
Complexity Factor	1.10
Fee w/ Modification Factors	\$89,531
Fee as % of AFC	10.67%

FEE BREAKDOWN BY PROJECT PHASE

Preliminary Design:	\$22,383	25%
Final Design:	\$44,765	50%
Advertisement and Bidding:	\$4,477	5%
Construction Administration:	\$17,906	20%
Total Fee:	\$89,531	100%

Most recent year data available

Year	2021
CPI	271.0
BCI	6912

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF

MANDEVILLE AND

KYLE ASSOCIATES, LLC

COM PROJ. NO. 212.23.008

**LIFT STATION A (MONTGOMERY @ DUPRE) AND LIFT STATION 27
(MANDEVILLE HIGH) UPGRADES PROJECT**

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Kyle Associates, LLC, represented by Christopher J. Hnatyshyn, Vice-President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated October 20, 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

NOW THEREFORE, the City and the Consultant, for good and valuable consideration, agree as follows:

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The Consultant shall provide professional services for design, permitting, bidding, construction administration, for Lift Station No. A (LS A) located at Montgomery at Dupre and Lift Station No. 27 (LS No. 27) located on Mandeville High Blvd. The scope of work to be done at the lift stations is as follows:

- Remove and replace the internal components of the wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc.
- Provide new emergency pump out (EPO) with a female camlock connector. EPO must be

sized as part of the design.

- Upgrade Control Panel to be SCADA compliant.
- Upgrade water service to include backflow preventer, BFP cover, and freeze less hydrant. Water service to be relocated inside the fence.

Odor control options and by-pass pumping of lift station during construction.

Consultant is to perform each of the services and provide all deliverables as set forth in this Article and elsewhere in this Agreement (collectively, the “**Services**”).

The Consultant shall provide data and computations to support the design. Core boring information shall be incorporated in the design when applicable. Plans must be prepared using AutoCAD compatible with the City. The Consultant shall also submit to the Department of Public Works (the “**Department**”) all designs, computations, original reproducible drawings, typed originals of all specifications and proposal documents as required, and the final drawings on electronic format compatible with the City’s software systems at the discretion of the City. All plans must be signed and stamped by a Louisiana Registered Civil Engineer of the Consultant’s firm, who shall be responsible for the design.

The Consultant shall contact each applicable utility and obtain information regarding the location of their utilities and this information, as provide, shall be shown on the design drawings. The Consultant shall contact other firms designated by the City doing related work and shall coordinate, schedule, and report the efforts of the Firms to the City’s authorized representative. This information shall be shown on the design drawings. The Consultant shall obtain verification from the utilities of all locations named above.

The Consultant shall report all verified conflicts to the Department for coordination.

The Consultant shall, in a timely manner, contact the Department, and Planning Department as necessary, relative to horticultural requirements, such as a tree trimming, root pruning, hand work for curbing and walks near trees, etc., as required for construction, and resolve any conflicts prior to completion of final plans.

The Consultant shall provide the Department with all services required for preparation of preliminary design plans, final plans, specifications, and bid documents. These services include, but are not limited to, topographic and right-of-way surveys, preliminary plans, computations used to develop design, participation in the plan-in-hand conference, a preliminary estimate of a construction contract cost based on estimated quantities developed from the preliminary plans, and a final estimate of construction contract cost based on estimated quantities developed from the final plans.

Meetings with the City shall be scheduled as required to solicit input on project progress and upcoming issues or concerns. Consultant shall prepare and deliver a record of decisions and action items to the City for each meeting.

The Consultant shall prepare and submit complete detailed construction contract specifications and bid documents along with a revised construction cost estimate of the project to the Department.

Except for data to be furnished by the City as specifically provided by this Agreement, the Consultant shall obtain all data and furnish all services and materials required to fully develop and complete the plans, specifications, and bid proposals through the contract plan stages, including any and all work beyond the limits of the project that may be necessary to make proper connections at the beginning and end of the project limits of construction.

In addition, the Consultant shall obtain all data and furnish all services required during the construction stage, maintain all records necessary during the construction stage, ensure compliance with plans and specifications, and prepare partial and final payment to the Construction Contractor for the Department's approval. Attendance by the Consultant or its representatives at legal hearings and appearances in court are to be furnished by the Consultant at established rates to the extent of the funds available.

The Consultant shall attend up to 3 public meetings, as required. The Consultant shall provide displays appropriate for public meetings and shall provide a meeting summary following each meeting. The Consultant shall attend coordination meetings with the Department and other stakeholders. The Consultant shall provide all relevant project information to support conduct of these coordination meetings and provide a meeting summary following each meeting, as directed. The costs of which are included in the lump sum fee specified hereunder.

The Consultant is responsible for the relevance and accuracy of items and details included in the plans, specifications, or other contractual documents prepared by the Consultant. The Department will review and approve such documents only for general conformance to the Scope of Project. It is understood that the preparation of preliminary and final plans, specifications, bid documents, and estimates required of the Consultant under this Agreement will meet the standard requirements of the City as to general format and content and shall be performed to the satisfaction of the City. The Consultant shall correct all errors and omissions in the plans and specifications, including those discovered subsequent to the acceptance by the Department, without additional compensation.

The basic services to be performed by the Consultant are divided into six (6) phases of work identified in general as follows and more fully described below:

- | | |
|--------------|---|
| Phase I. | Survey |
| Phase II. | Preliminary Design |
| Phase III. | Environmental Study (<i>Not Used</i>) |
| Phase IV(a). | Final Design |
| Phase IV(b). | Bid & Award |

Phase V(a).	Construction Administration
Phase V(b).	Construction Closeout
Phase V(c)	Inspection, Reporting, and Verification
Phase VI(a)	Permitting

PHASE I. SURVEY (Not Used)

PHASE II. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)

Prior to the start of this phase, a pre-design meeting will be held. During the performance of this phase, a monthly design meeting may be held among the Engineer, the Department, and relevant City authorities in order to clarify any aspect of the proposed work. Phase II Design services shall be divided into 2 milestones: 60% Design Plans and 90% Design Plans.

60% Design Submittal

Prepare a Preliminary Design Report. The report shall document the proposed design per City standards and guidance, computations and modeling outcomes used in developing the design, agreed program (including operations and maintenance, as relevant), updated opinion of probable cost and updated schedule for design and construction.

Two (2) sets, full size 22-inches by 34-inches hard copies and electronic files of 60% design plans, together with an electronic copy of the Preliminary Design Report, shall be furnished to the City.

Upon receipt of comments, if any, the Engineer shall revise the plans accordingly until the preliminary plans are acceptable to the Department. The Engineer shall then submit to the City one (1) full size 22-inches by 34-inches set of reproducible plans, stamped and dated "60% Design" for making a complete plan-in-hand review with the Department's representatives, utility companies, and others, at a time and date mutually agreed to in advance. Following receipt of this submittal, a plan-in-hand meeting will be held.

The Engineer's 60% Design Submittal shall include:

- Design Report
- Incorporate and address all entities previous comments into current design

- Set of Project specifications
- Latest Construction Cost estimate
- Submit two (2) full size sets (22x34) with all electronic files (CAD & PDF)

Engineer shall submit 60% Design submittal with an updated construction cost estimate within 60 calendar days after submittal of Phase I Survey.

90% Design Submittal

Phase II shall be considered complete after the plan-in-hand comments have been received and incorporated by the Engineer. A listing of plan-in-hand comments, additions, and deletions shall be compiled by the Engineer for inclusion in the Phase II deliverables. A preliminary construction cost estimate, based on estimated quantities developed from the preliminary plans, shall be submitted with the preliminary plans.

The Engineer's 90% Design Submittal shall include:

- Incorporate and address all entities previous comments into design
- Complete Topo Survey information is to be shown on Plan/Profile drawings,
- Proposed profile should match the elevation on cross sections
- Complete and final set of specifications
- An updated Cost estimate
- Submit two (2) full size sets (22x34) hard copies with all electronic files (CAD & PDF)
- Apply for and acquire any permits on the City's behalf

Engineer shall submit 90% Design submittal with an updated construction cost estimate within 60 calendar days after submittal of 60 % Design submittal.

All changes to the plans, specifications, and construction cost estimate shall be logged. Drawings should be considered 90% design stage by the culmination of this Phase.

Phase II Deliverables:

1. Provide Meeting Minutes within five (5) working days of each Meeting
2. 60% Design Submittal with accepted updated construction cost estimate
3. 90% Design Submittal with accepted updated construction cost estimate

PHASE III. ENVIRONMENTAL STUDY (*NOT USED*)

PHASE IV(a). FINAL DESIGN

This phase shall consist of Engineering Services required for the preparation of complete final construction plans, specification, bid documents, and construction cost estimate. These shall meet the standard requirements of the Department's general format and content. Specifically, the work under this phase consists of the following:

1. After the plan-in-hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit three (3) set of revised full size 22-inches by 34-inches hard copies and electronic files to the Department. These shall be stamped "Advance Check."
2. A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
3. The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the "Advance Check" prints, to the Department for review. A revised construction cost estimate, a detailed traffic control plan, and a permanent pavement marking and signing plan shall be submitted at this time (if applicable). Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City for specifications, contract documents, and cost estimates.
4. Upon receipt of the Department's comments pertaining to plans and specification, the Consultant shall revise and complete the final contract plans and specifications.

The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids.

Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and typed originals of all specifications and proposal documents to be reproduced by the Department for bids. Final plans and bid documents shall be in electronic format compatible with the Department's CAD and software systems.

The plans and proposals shall be accompanied by a construction cost estimate based on the final contract plans.

All plans shall be signed and stamped by a Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect and member of the Consultant's firm, who shall be responsible for the design.

Phase IV(a) Deliverables:

1. "Advance Check" plans and Specifications
2. Finalized Design Report with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
3. Final Plans, Specifications, Computations, and Construction Contract Cost Estimate
4. Bid Proposal Package

PHASE IV(b). BID & AWARD

If the Department proceeds with bidding the Project, the Consultant shall attend the pre-bid and preconstruction conferences and be prepared to address any questions regarding the engineering work. The Consultant shall assist the City with preparing addenda and responses to bidder's questions. The Consultant shall attend bid openings, prepare bid tabulation sheets and check documentation submitted with bids for completeness. The Consultant shall submit the bid tabulation and award recommendation letter to the City within two (2) working days of the bid opening. The award recommendation letter shall report on completeness and technical correctness of the bids received.

Phase IV(b) Deliverables:

1. Bid Opening Meeting Minutes
2. Addenda, Questions and Answer Responses
3. Award Letter Recommendation Letter

PHASE V(a). CONSTRUCTION ADMINISTRATION

The services to be performed during construction shall consist of, but may not be limited to, the following:

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shopdrawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as necessary
- Assist with technical issues arising during construction
- Attend progress meetings

- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)
- Evaluate and coordinate with City regarding acceptability of substitute or “or-equal” materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoicing and recommend payment
- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the Department in Project close out activities.

A Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect shall be in charge of the Services. Such personnel shall be qualified for their assignments and shall be approved by the City.

All documents submitted to the City must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the City.

In a timely manner, the Consultant shall advise the City of any drainage, sewer, and water damages so that such facilities may be properly inspected.

The Consultant shall observe the progress of the project as required, with particular emphasis on the requirements of the General and Special Specifications relative to the timely review of submittals, shop drawings and samples, value engineering proposals, and evaluation of

substitute materials.

The Consultant shall, in a timely manner, notify the City, through the Director of the Department of Public Works or the Director's Authorized Representative of all problems that may impact the Project's cost or construction time.

The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. These duties and responsibilities are exclusively the Construction Contractor's obligation. The Consultant will not be responsible or have control or charge over the acts or omissions of the Construction Contractor, Subcontractors, or any agents, employees, or any other persons performing any of the work.

The Department will have the authority to reject work based on the Consultant's recommendations that does not conform to the Construction Documents. The Department and the Consultant may require special inspections for testing of the work at any stage of preparation or completion.

The Consultant will not authorize or direct the Construction Contractor to deviate from the plans and specifications without written authorization from the City, through its Director of the Department of Public Works or the Director's Authorized Representative. The Consultant is not responsible for any costs incurred as a result of delays incurred in obtaining written authorization by the Department for necessary or desired changes in the plans and/or specifications.

The Consultant shall submit all required documentation and process plan changes in a timely manner.

The Consultant shall submit to the Director or the Director's Authorized Representative for written approval within two (2) working days after signature by the Construction Contractor, any plan change that increases the Project's cost or time required prior to the work being authorized. Should the Consultant approve a plan change, which increases the Project's cost or time required without prior written approval by the Director or the Director's Authorized Representative, the Consultant shall be liable for the increased cost. The Department personnel (designee) authorized to approve such plan changes shall include the Director or the Director's Authorized Representative assigned to the Project.

The Consultant shall be responsible for complying with the recordation requirements set forth in La. R.S. 38:2222, including without limitation the payment of any costs associated with the recordation of this Agreement and as well as for the recordation of any plan change or amendment, when recordation of such is required.

The Consultant shall verify all pay items of work; quantities completed, and prepare partial and final requests for payment on City's forms for work satisfactorily completed by the Construction Contractor. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall coordinate with the Construction Contractor on monthly pay request within after the end of the reporting period. The preparation of the Construction Contractor's monthly pay request consists of coordinating with the Construction Contractor on quantities in place and submitting to the Department completed pay request form (signed by the Construction Contractor and the Consultant) and form Weather and Working Day Report (signed by the Construction Contractor and the Consultant).

The Construction Contractor's invoice is to be submitted directly to the Consultant. The Construction Contractor's monthly pay request form and Weather and Working Day Report shall be submitted for payment within five (5) working days after the Construction Contractor has submitted the signed the invoice. Project diary and weekly progress reports shall be submitted within five (5) working days after the end of the reporting period.

In addition to the above services, the Consultant shall coordinate the activities of the testing laboratory designated by the Department to ensure that all materials entering the project, and the performance of the constructed features, are in accordance with the Project Construction Documents (plans and specifications) and/or the State's requirements.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the project's Construction Documents based upon test results. The Consultant shall review reports prepared by the testing laboratory for accuracy. The Consultant shall review and make recommendation for approval of pay requests for the testing laboratory for consistency with the testing performed.

When notified by the Construction Contractor that, in its opinion, all items of work required by the Agreement has been completed, the Consultant shall make a final inspection of the Work, including any tests of operation. If the Consultant finds all things are satisfactory after completion of this inspection, the Consultant shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Consultant shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible.

The Consultant shall participate in the final inspection of the Work.

Upon completion of this Phase, the Consultant shall submit "As Built" drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

Phase V(a) Deliverables:

- Project Schedule
- Submit Monthly Pay Requests, Schedule Updates, and Weather Reports

- ICE Documentation
- CA Documentation
- Construction Field Records
- Monthly Pay Requests, Schedule Updates and Weather Reports
- Plan Change Requests
- Non-Conforming Materials Notifications
- Recommendation for Approval of Testing Laboratory Pay Request
- As-Built Drawings
- Submit daily Final Inspection Report
- Overrun/Underrun Statement
- Warranty Inspection Report
- Man Hours Breakdown Report
- Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor
- Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications

PHASE V(b). CONSTRUCTION CLOSE OUT

When notified by the Construction Contractor that, in its opinion, the Project is substantially complete, the Engineer shall verify the Construction Contractor's claim and, if the Engineer concurs, schedule a final walk-through. The Engineer shall conduct and invite all stakeholders to this walk-through. Immediately following the walk-through, the Engineer shall develop a substantial completion punch-list of remaining items with associated costs.

The Engineer shall schedule a final inspection, including any tests of operation. If the

Engineer finds all things are satisfactory after completion of this inspection, the Engineer shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Engineer shall conduct and invite all stakeholders to the final inspection.

Upon completion of this Phase, the Engineer shall submit "As Built " drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

The Engineer shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible. This inspection shall occur eleven (11) months from the date of substantial completion.

Phase V(b) Deliverables:

1. Develop a Substantial Completion Punch-list with Associated Costs
2. As-Built Drawings
3. Final Inspection Report with Project Acceptance Recommendation
4. Overrun/Under run Statement
5. One (1) Year Warranty Inspection Report submitted to the Department eleven (11) months from the date of substantial completion

PHASE V(c) . INSPECTION, REPORTING, AND VERIFICATION *(if requested)*

The Department may also choose to require the Consultant to provide Resident Inspection services, which shall consist of, but may not be limited to, the following:

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during

construction

- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

Field construction inspector(s) shall be provided and be on the Project site at all times (or at the discretion of the Department) when construction work is being performed. Such personnel shall be qualified for their assignments and shall be approved by the Department.

During construction, the Consultant shall maintain all construction field records normally maintained by the Department. Entries shall be made daily in the project diary to indicate the Consultant's personnel on the Project, as well as, the forces of the Construction Contractor, the Construction Contractor's equipment, and the work performed.

The Consultant shall continually observe the progress of the Project, with particular emphasis on project site safety and the requirements of the General and Special Specifications relative to the timely rejection of all nonconforming work and materials, the applications of the work forces to particular portions of the work, the conformance of the work to the Construction Contractor's schedule, the timely prosecution of the work and perform any required interviews of the Construction Contractor.

The Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall forward the Construction Contractor's monthly updated schedule of work with the partial payment requests and weather reports. All documents submitted to the Department must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the Department.

In a timely manner, the Consultant shall notify the Department of all problems that may impact the Project's cost or construction time.

The Consultant shall review all testing reports as submitted by the testing laboratory and

shall report to the Department if any of the work or material is not in conformance with the Project's Construction Documents based upon test results.

The Consultant shall cooperate with the City and any other contractors providing services to the City as needed.

PHASE VI(a) . PERMITTING

Work under this task consists of assisting City with coordinating and providing data and documentation necessary to obtain a permit for construction. Consultant will prepare necessary documentation including design drawings and other information necessary for completing the required permit applications. The below permits are anticipated for the project.

- a. Louisiana Department of Health and Hospitals

B. CONSULTANT'S STANDARD OF CARE.

The Consultant represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, the Consultant is expected to perform all services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services under the same or similar circumstances. The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
 1. GIS/CAD files of:
 - a. Street Assets for reference;
 - b. Utility and unit sheets (if available)
 - c. As-built drawings (if available)
 - d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
 - e. Provide any other standard plans and details that may be relevant for use on the Project; and

- f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

ARTICLE III. CONTRACT TIME AND SCHEDULE

A. **DURATION**: This Agreement shall commence on the Effective Date and shall continue until and through a period of two (2) years.

B. **EXTENSION**: This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by the City on an annual basis for no longer than three (3) one-year periods.

C. **PROJECT SCHEDULE**: Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the 90% design phase immediately upon submittal of the 60% design phase. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

D. **PHASE I SURVEY**: Not Used

E. **PHASE II PRELIMINARY DESIGN**: The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED AND THIRTY-FIVE (135)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. **PHASE IV(a) FINAL DESIGN**: The services to be performed during the Final Design Phase shall be completed within **THIRTY (30)** calendar days from the date of issuance of the Notice to Proceed for this phase.

G. PHASE IV(b) BID AND AWARD: The services to be performed during the Bid and Award Phase shall be completed within **FORTY-FIVE (45)** calendar days from the date of issuance of the Notice to Proceed for this phase.

H. DELAYS: The City may assess the Consultant \$1,500.00 per calendar day for each phase that is not completed by the deadline in the approved schedule, without further notice to the Consultant, to the extent the delay is caused solely by the Consultant. The City may deduct this penalty from payments due to the Consultant for services rendered under this Agreement up to a maximum amount for each phase equivalent to 25% of the total fee for that phase of work.

ARTICLE IV. COMPENSATION

A. FEES UNDER THIS AGREEMENT: The Consultant's compensation for the services performed under this Agreement shall be in accordance with the follow fees:

PHASE I.	Survey		Not Used	
PHASE II.	Preliminary Design		\$22,383.00	(Lump Sum)
PHASE III.	Environmental Study (<i>if requested</i>)		NOT USED	(Lump Sum)
PHASE IV(a)	Final Design		\$44,765.00	(Lump Sum)
PHASE IV(b)	Bid & Award		\$4,477.00	(Lump Sum)
PHASE V(a)&V(b)	Construction Administration & Closeout		\$17,906.00	(Lump Sum)
PHASE V(c)	Inspection, Reporting, & Verification		\$45,696.00	(Hourly, NTE) (If requested by the City)
PHASE VI(a)	Permitting		\$2,500.00	(Not To Exceed)

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$137,727.00**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.0 and will apply to Phases 1 through V in this Agreement. No adjustment if the contract award meets or exceeds 90% of the Estimated Construction Cost but does not exceed by 10% the Estimated Construction Cost. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. **ACKNOWLEDGEMENTS:** The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

ARTICLE V. INVOICES

The Consultant shall submit monthly invoices showing the percentage and dollar amount of the Services provided to date for such submission and show a deduction of five percent (5%) of the amount earned to date as an amount to be retained by the Department until satisfactory completion of the required work. When each phase of work is satisfactorily completed, the retainage for that phase will be released.

The Consultant shall submit three (3) invoices in a format approved by the Department shall be submitted to the Department along with three (3) sets of back-up or verification documentation. Electronic files of the invoices and back-up documentation may be placed on a USB thumb drive or downloadable shared link for submittal.

ARTICLE VI. INDEMNITY.

A. **INDEMNITY:** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the "**Indemnified Parties**") harmless from and against: (1) any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

B. **LIMITATION:** The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that

neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

C. **INDEPENDENT DUTY**: The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

D. **EXPENSES**: The Consultant will bear all expenses, including without limitation the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VII. INSURANCE

A. **MINIMUM SCOPE OF INSURANCE**: At all times during the term of this Agreement, the Consultant, at its own expense, will maintain policies of insurance sufficient to provide the following minimum scope of insurance coverage:

1. ***Commercial General Liability ("CGL")***: Insurance Services Office ("ISO") Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. ***Automobile Liability***: ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
3. ***Workers' Compensation***: as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.
4. ***Professional Liability (Errors and Omissions)***: with limits no less than \$1,000,000.00 per claim.

B. **OTHER INSURANCE PROVISIONS**: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status:*** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. ***Primary Coverage:*** For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant’s coverage.
3. ***Claims Made Policies:*** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase “extended reporting” coverage for minimum of 5 years after the termination of this Agreement.
4. ***Waiver of Subrogation:*** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. ***Notice of Cancellation:*** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. ***Acceptability of Insurers:*** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION.

A. **NON – DISCRIMINATION:** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant’s operations within the City of Mandeville or (2) any person seeking accommodations, advantages, facilities, privileges,

services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

B. NON – DISCRIMINATION IN EMPLOYMENT: In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant’s employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Consultant will require all subcontractors to comply with the requirements of this article.

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

A. INDEPENDENT CONTRACTOR STATUS: The Consultant is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. EXCLUSION OF WORKERS’ COMPENSATION COVERAGE: The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen’s Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for any reason, including for the purpose of Worker’s Compensation coverage.

C. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Consultant are outside the normal course and scope of the City’s usual business; and (c)

the Consultant has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.

D. WAIVER OF BENEFITS: The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE X. NOTICES

Except for any routine communication, any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City: Director, Department of Public Works
 City of Mandeville
 1100 Mandeville High Blvd
 Mandeville, La 70471

&

 City Attorney
 City of Mandeville
 3101 East Causeway Approach
 Mandeville, LA 70448

Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. OWNERSHIP OF DOCUMENTS: All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

Notwithstanding anything to the contrary contained herein, any tools, systems or information used by the Consultant to provide the Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and

the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of the Consultant or its suppliers.

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

B. CITY'S RIGHT TO APPROVE PERSONNEL: The City reserves the right to approve or reasonably disapprove all engineers, workers, and other field personnel assigned to the Project.

C. REMEDIES CUMULATIVE: No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

D. SURVIVAL OF PROVISIONS: All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.

E. ASSIGNABILITY: The Consultant will not assign any interest in this Agreement and will not transfer any interest in the same without the City's prior written consent.

F. JURISDICTION & VENUE: For all claims arising out of or related to this Agreement, the Consultant consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of St. Tammany and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.

G. GOVERNING LAW: This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

H. NON – WAIVER: The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such

noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

I. PERFORMANCE MEASURES: The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

J. SEVERABILITY: Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

K. RULES OF CONSTRUCTION: Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender.

L. NO THIRD PARTY BENEFICIARIES: This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. NON – EXCLUSIVITY FOR THE CITY: This Agreement is non-exclusive and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. CONFLICT OF INTEREST: To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

P. OWNERSHIP INTEREST DISCLOSURE: The Consultant will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Q. SUBCONTRACTOR REPORTING: The Consultant will provide a list of all persons, natural or artificial, who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the city. In regard to any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the City, the Consultant must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Consultant fails to submit the required lists and notices, the City may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

R. EMPLOYEE VERIFICATION: The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens;

(ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

S. **MODIFICATION**: This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

T. **NON – SOLICITATION STATEMENT**: The Consultant swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement

U. **CONVICTED FELON STATEMENT**: The Consultant swears that No Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records. The Consultant will confirm same through affidavit provided by City.

V. **COMPLETE AGREEMENT**: This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the City and the Consultant, through their duly

authorized representatives, execute this Agreement.

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

KYLE ASSOCIATES, LLC

BY: _____

CHRISTOPHER J. HNATYSHYN, VICE-PRESIDENT

CORPORATE TAX I.D.

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:

Christopher J. Hnatyshyn

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

Choose A or B. If Option A is indicated please include the requested attachment.

Disclosure No. 1

A. Within the 48 month period preceding the date of the contract with the City of Mandeville, I Have made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B. _____ Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. _____ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B. I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

B. _____ I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

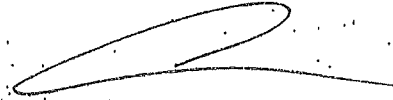
Disclosure No. 4

A. This affidavit is being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.

B. This affidavit is Not being submitted on behalf of a corporation, LLC, or other legal entity.

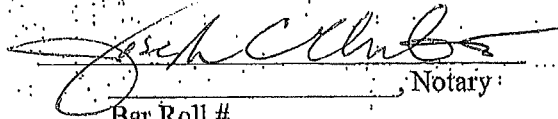
The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.

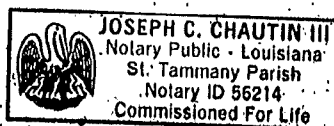


Christopher J. Hnatyshyn, AFFIANT
Kyle Associates, LLC

SWORN TO AND SUBSCRIBED before
me this 2nd day of November 2022.


_____, Notary

Bar Roll # _____
My Commission Expires _____



Names of Elected Official	Office Held	Amounts	Date Contributed	Contributed By
Clay Madden Clay Madden Clay Madden Clay Madden	Mayor Mayor Mayor Mayor	\$250.00 \$500.00 \$1,000.00 \$1,000.00	January 2020 October 2020 October 2020 October 2022	Kyle Associates, LLC Christopher J. Hnatyshyn Kyle Associates, LLC Kyle Associates, LLC
Rick Danielson	Councilman-at-Large	\$250.00	February 2020	Franklin M. Kyle, III, President

**INTRODUCED BY COUNCIL MEMBER DANIELSON AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 22-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with High Tide Consultants, LLC for professional engineering services for the Old Golden Shores Drainage Improvements Project, including but not limited to design, permitting, bidding, construction administration and resident inspection..

WHEREAS, the contract is attached and made a part of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with High Tide Consultants, LLC for professional engineering services on behalf of the City of Mandeville.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



October 27, 2022

Mr. David LeBreton, PE, PTOE
Digital Engineering
1080 West Causeway Approach
Mandeville, LA 70471

RE: **City of Mandeville – Old Golden Shores Drainage Improvements
Planning and Design Proposal
HTC Project No. 22-290**

David,

Please allow this letter to serve as our proposal to provide planning, surveying, design and resident inspection services to the City of Mandeville for the Old Golden Shores Drainage Improvements Project. Resident inspection services will be provided only if requested by the City of Mandeville.

The scope of work associated with this project will include planning, surveying, design, permitting, bidding, construction administration, and resident inspection services (if requested) for the Old Golden Shores Drainage Improvements Project. A detailed scope is attached.

Our fee for design services has been developed from the Office of Facility Planning and Control (FP&C) Curve based on a preliminary construction cost of \$ 2,000,000.00. The resident inspection fee assumes a total project duration of 300 calendar days, with resident inspection needed for approximately 8 months (21 working days per month, 8 hours a day). Based on these assumptions, High Tide Consultants, LLC (HTC) proposes to perform the services described above and attached for lump sum fees of \$ 76,500.00 for planning and modeling, \$ 169,165.51 for engineering, and \$ 45,500.00 for topo survey, plus estimated hourly not to exceed amounts of \$ 5,000.00 for legal assistance/meetings and \$ 91,392.00 for resident inspection, for a total estimated fee of \$ **387,557.51**

The detailed scope of services and fee breakdown are attached for your reference.

Sincerely,
High Tide Consultants, LLC

Richard C. Galloway, PE
Principal

attachments

Cc: Mayor Clay Madden, City of Mandeville
Keith LaGrange, P.E., Public Works

EXHIBIT A – SCOPE OF SERVICES

City of Mandeville
Old Golden Shores Drainage Improvements

Project Description

The Old Golden Shores Drainage Improvements Project proposes to improve the primary outfall channel in Old Golden Shores Subdivision that runs from Elm Street to Lake Pontchartrain. The existing channel is currently a maintenance issue for the City of Mandeville. The project will evaluate alternatives to improve the existing channel. Additionally, the City would like to evaluate the drainage collection system within the neighborhood that drains to the primary outfall channels to determine the appropriate culvert sizes for residents that request city permits for converting their open ditches to subsurface drainage.

Phase I – Planning

Task A. Surveying

A topographic and boundary survey of the main outfall channel has previously been prepared by Lowe Engineers for the City of Mandeville. This survey will be provided in pdf and .dwg format to HTC for our use.

HTC will engage Lowe Engineers as its surveying sub-consultant for this project. Additional survey scope required will include:

- Additional topographic survey of the existing subdivision roadside drainage system. This is required in order to model the existing subdivision drainage system.
- Topographic survey will include locating and identifying the drainage features, driveway culverts, subsurface drainage pipes, and open ditch sections, as well as crown and edge of roadway within the subdivision, as shown on the attached exhibit.
- Additional topographic survey information of the existing drainage outfall, north of Elm Street.
- Any additional topographic survey information necessary for the design phase of the project.
- Prepare easement documents (up to four) as required for any drainage or construction easements which are required in conjunction with the proposed improvements.

Task B. Hydrologic and Hydraulic Modeling and Alternatives Report

The following section describes the scope of work included in the Hydrologic & Hydraulic (H&H) analysis for the Old Golden Shores Drainage Improvements Project. The scope is split in two phases for performing the H&H analysis. Phase I will include analysis of the primary outfall channel and Phase II will evaluate the roadside ditches and culverts that drain to the primary outfall channel.

Primary Outfall Channel H&H

- Conduct a site visit.
- Obtain and review publicly available data to be used in the H&H analysis.
- Review survey data collected by Lowe along primary outfall channel.
- Hydrologic modeling & runoff hydrograph development.
- Hydraulic modeling of existing conditions.
- Hydraulic modeling of proposed conditions for up to three (3) alternatives for two (2) rainfall events approved by the City.
- Review modeling results and incorporate comments.
- Address final comments and incorporate changes into the model.
- Provide Alternatives Report including modeling approach, methodologies, and H&H results.
- Attend one (1) meeting with HTC and City of Mandeville to review model results.

Lateral Channel/Collection System Evaluation

- Review survey plan and ensure adequate data collection is proposed for model input needs.
- Site visit and meeting with the City is included in Phase I scope of work.
- Hydrologic modeling & runoff hydrograph development.
- Hydraulic modeling of existing conditions.
- Hydraulic modeling of proposed conditions for one (1) alternative for one (1) rainfall event.
- To be included in the Alternatives Report, including modeling approach, methodologies, and H&H results.

Modeling Assumptions:

- Models will be performed with PCSWMM, HEC-RAS, and/or HydroCAD.
- Scope of work only includes 1D modeling.
- Scope, budget, and schedule is based on Phase I and Phase II scopes of work being executed concurrently.
- Survey datasets collected for the primary outfall channel are suitable for modeling
- The proposed design for the outfall channel will use a single event as the basis for design—multiple design configurations for varying events will not be provided.
- Publicly available LiDAR is of sufficient resolution to represent the existing overland flow conditions within the residential areas
- Modeling to support the Phase II analysis will include driveway and subsurface culverts at key locations along the drainage route (e.g., cross streets or major breaks between subbasins). Depending on the complexity, every culvert within the system may not be modeled explicitly, but the effects of the culvert will be included by varying roughness or loss coefficients.
- Evaluating the constructability for each alternative (i.e. construction access, right-of-way, utility conflicts/relocations, etc.) will be performed by others and provided to Intracoastal prior to performing the model for the proposed improvements.
- Scope of work does not include the preparation of drawings, exhibits, inundation maps, and it is assumed that this information, if needed for a report or deliverable, will be prepared by others.

Alternatives Analysis and Report

- HTC will provide a report of the findings of the H&H modeling as well as a comparative analysis of potential improvement alternatives
- HTC will review the alternatives for constructability.

Task C. Assistance with Legal regarding Servitudes/Right-of-Ways/Attending Meetings

- HTC will consult with the City's legal team regarding potential right-of-way issues
- HTC will coordinate with the City and private landowners as required to facilitate the acquisition of right-of-ways and easements.

Phase II – Design

This phase will include all design services required for the proposed channel improvements recommended during the planning phase. HTC will provide the following services:

Task A. Preliminary Design

- Prepare a Preliminary Design Report. The report shall document the proposed design per City standards and guidance, computations and modeling outcomes used in developing the design, agreed program (including operations and maintenance, as relevant), updated opinion of probable cost and updated schedule for design and construction.
- Prepare preliminary design plans and submit to the City for review and comment.
- Address City comments and submit 60% design plans and specifications to the City
- Participate in Plan-In-Hand meeting

Task B. Final Design

This phase shall consist of Engineering Services required for the preparation of complete final construction plans, specification, bid documents, and construction cost estimate. These shall meet the standard requirements of the City's general format and content. Specifically, the work under this task consists of the following:

- After the Plan-In-Hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the City, prepare final plans. The Consultant shall then submit three (3) sets of revised full size 24-inches by 36-inches hard copies and electronic files to the City. These shall be stamped "Advance Check."
- A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
- The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the "Advance Check" prints, to the City for review. A revised construction cost estimate and a detailed traffic control plan (if applicable) shall be submitted at this time. Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City.
- Upon receipt of the City's comments pertaining to plans and specification, the Consultant shall revise and complete the final contract plans and specifications.
- The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids.
- Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and typed originals of all specifications and proposal documents to be reproduced by the City for bids. Final plans and bid documents shall be in electronic format compatible with the City's CAD and software systems.
- The plans and proposals shall be accompanied by a construction cost estimate based on the final contract plans.
- All plans shall be signed and stamped by a Louisiana-registered Civil Engineer and member of the Consultant's firm, who shall be responsible for the design.
- Deliverables:
 - "Advance Check" plans and Specifications
 - Finalized Design Report with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
 - Final Plans, Specifications, Computations, and Construction Contract Cost Estimate
 - Bid Proposal Package

Task C. Permitting

If any permits are required for the proposed improvements, HTC will coordinate with all AHJ, prepare permits and other required documents/exhibits, submit permit application(s), and coordinate permit reviews.

Task D. Bid & Award

If the City proceeds with bidding the Project, the Consultant shall attend the pre-bid and preconstruction conferences and be prepared to address any questions regarding the engineering work. The Consultant shall assist the City with preparing addenda and responses to bidder's questions. The Consultant shall attend bid openings, prepare bid tabulation sheets, and check documentation submitted with bids for completeness. The Consultant shall submit the bid tabulation and award recommendation letter to the City within two (2) working days of the bid opening. The award recommendation letter shall report on completeness and technical correctness of the bids received.

Task E. Construction Administration

The services to be performed during construction shall consist of, but may not be limited to, the following:

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shop drawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as necessary
- Assist with technical issues arising during construction
- Attend progress meetings
- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)
- Evaluate and coordinate with City regarding acceptability of substitute or "or-equal" materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoicing and recommend payment
- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the City in Project close out activities.

Phase III – Resident Inspection*

Resident Inspection services will include, but is not limited to:

- Provide a full-time resident inspector for the above referenced project. The duties and responsibilities of the resident inspector are generally defined below:
- Be present onsite during construction activities.
- Observe the progress and quality of the work in progress to assist the City in determining if the work is in general proceeding with the contract documents.
- Report to the City whenever the resident inspector has concerns that any work does not generally conform to the construction documents.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to the City.
- Report to the City when clarifications and interpretations of the contract documents are needed.
- Prepare a daily report and/or keep a dairy or log book, recording the contractor's hours on the job site, general progress in accordance with schedule, weather conditions, data relative to questions of work change directives, list of job site visitors, daily activities, decisions, observations in general and specific observations in detail as needed. Copies of all reports will be sent to the City.
- Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- Maintain at the job site orderly files of correspondence, reports of job conferences, daily reports, contract documents, shop drawings, change orders and other documentation pertinent to the project construction.
- Coordinate with the City in advance of scheduled major tests, inspections or start of major phases of work.
- Report immediately to the City the occurrence of any accidents.
- Attend on-site and progress meetings as necessary with the contractor.
- Serve as the liaison between the City and contractor.
- Conduct a final inspection in the company of the Owner and Contractor.
- The scope of services for resident inspector shall NOT include materials sampling or testing or shop drawing review.

**Resident Inspection Services will be performed only if requested by the City of Mandeville.*

Exhibit B
Preliminary Construction Cost Estimate and Fee Breakdown
City of Mandeville
Old Golden Shores Drainage Improvements

PRELIMINARY CONSTRUCTION COST ESTIMATE				
ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	1	EA	\$50,000.00	\$50,000.00
REMOVAL OF CONCRETE ROADWAY	600	SY	\$18.00	\$10,800.00
TREE REMOVAL	30	EA	\$2,500.00	\$75,000.00
EXPLORATORY EXCAVATION	3	LS	\$6,000.00	\$18,000.00
STRUCTURAL EXCAVATION	1,245	CY	\$25.00	\$31,125.00
EROSION CONTROL SYSTEMS	1	LS	\$25,000.00	\$25,000.00
CLASS II BASE COURSE	180	CY	\$75.00	\$13,500.00
TRAFFIC MAINTENANCE ASPHALT	325	SY	\$75.00	\$24,375.00
CB-01	16	EA	\$3,500.00	\$56,000.00
CB-02	7	EA	\$4,500.00	\$31,500.00
CB-08	3	EA	\$7,500.00	\$22,500.00
CONFLICT BOX (LARGER THAN 24" PIPE)	4	EA	\$7,500.00	\$30,000.00
CONCRETE PAVEMENT (8" THICK)	325	SY	\$115.00	\$37,375.00
MAINTENANCE OF TRAFFIC	1	LS	\$5,500.00	\$5,500.00
SAWCUTTING	650	INFT	\$2.00	\$1,300.00
FLOWABLE FILL	210	CY	\$300.00	\$63,000.00
24" RCP/RCPA	750	LF	\$300.00	\$225,000.00
36" RCP/RCPA	850	LF	\$325.00	\$276,250.00
42" RCP/RCPA	650	LF	\$350.00	\$227,500.00
48" RCP/RCPA	30	LF	\$375.00	\$11,250.00
60" RCP/RCPA	750	LF	\$450.00	\$337,500.00
BEDDING MATERIAL	250	CY	\$100.00	\$25,000.00
RIP RAP/STONE REVETMENT	135	SY	\$75.00	\$10,125.00
SODDING	27,500	SY	\$5.00	\$137,500.00
UTILITY COORDINATION/RELOCATION	1	LS	\$18,000.00	\$18,000.00
REMOVE & REPLACE RESIDENTIAL FENCING	765	LF	\$45.00	\$34,425.00
	1	LS		\$0.00
Subtotal				\$1,797,525.00
15% Contingency				\$269,628.75
Estimated Construction Costs				\$2,067,153.75

FEE BREAKDOWN

Engineering Fee Breakdown

		Design (65%)	\$109,957.58	
2021 FP&C Curve %	8.1835%	Bidding (5%)	\$9,458.28	
Total Engineering Fee	\$169,165.51	Construction Admin (25%)	\$42,281.38	
		Record Drawings (5%)	\$6,458.28	
		Sub-Total	\$169,165.51	
		Planning / Modeling/ Alternative Analysis	\$76,500.00	
		Legal Assistance/Meetings	\$5,000.00	hourly not to exceed
		Survey	\$45,500.00	lump sum
		Total Design Fee	\$296,165.51	

Resident Inspection Fee Breakdown
 (If requested by the City)

Assumptions:
 Total Construction Time 300 calendar days
 Resident Inspector required 8 months
 21 working days per month/8 hours per day (1,344 hours)

	Rate/hour	Total Days	Total Hours	Total RI Fee
Resident Inspector	\$ 68.00	168	1344	\$ 91,392.00

Total Fee

Engineering	\$169,165.51	lump sum
Planning/Modeling/Alternative Analysis	\$76,500.00	lump sum
Survey	\$45,500.00	lump sum
Legal Assistance/Meetings	\$5,000.00	hourly not to exceed
Resident Inspection	\$91,392.00	hourly not to exceed
Total	\$387,557.51	

SURVEY EXHIBIT

OLD GOLDEN SHORES DRAINAGE PROJECT

LEGEND:

EXISTING OUTFALL CHANNEL

AREA OF APPROXIMATE TOPO
SURVEY LIMITS



NOTE: The Area of Approximate Topo Survey Limits is to include existing drainage features such as surface drain pipes, size/inverts and/or open ditch section at 100' intervals.



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF

MANDEVILLE AND

HIGH TIDE CONSULTANTS, LLC

COM PROJ. NO. 700.23.001

**OLD GOLDEN SHORES DRAINAGE IMPROVEMENTS
PROJECT**

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and High Tide Consultants, represented by Richard C. Galloway, P.E., Principal, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated October 27, 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

NOW THEREFORE, the City and the Consultant, for good and valuable consideration, agree as follows:

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The Consultant shall provide professional services for survey, H&H study, design, permitting, bidding, construction administration, and if requested resident inspection for Old Golden Shores Drainage Improvements project. The scope of work to be done is as follows: Improvements to the primary outfall channel in Old Golden Shores Subdivision that runs from Elm Street to Lake Pontchartrain. Evaluate alternatives to improve the existing outfall channel and evaluate the drainage system within the neighborhood to determine the appropriate culvert sizes for converting open ditches to subsurface drainage.

Consultant is to perform each of the services and provide all deliverables as set forth in this Article and elsewhere in this Agreement (collectively, the “**Services**”).

The Consultant shall provide data and computations to support the design. Core boring information shall be incorporated in the design when applicable. Plans must be prepared using AutoCAD compatible with the City. The Consultant shall also submit to the Department of Public Works (the “**Department**”) all designs, computations, original reproducible drawings, typed originals of all specifications and proposal documents as required, and the final drawings on electronic format compatible with the City’s software systems at the discretion of the City. All plans must be signed and stamped by a Louisiana Registered Civil Engineer of the Consultant’s firm, who shall be responsible for the design.

The Consultant shall contact each applicable utility and obtain information regarding the location of their utilities and this information, as provided, shall be shown on the design drawings. The Consultant shall contact other firms designated by the City doing related work and shall coordinate, schedule, and report the efforts of the Firms to the City’s authorized representative. This information shall be shown on the design drawings. The Consultant shall obtain verification from the utilities of all locations named above.

The Consultant shall report all verified conflicts to the Department for coordination.

The Consultant shall, in a timely manner, contact the Department, and Planning Department as necessary, relative to horticultural requirements, such as a tree trimming, root pruning, hand work for curbing and walks near trees, etc., as required for construction, and resolve any conflicts prior to completion of final plans.

The Consultant shall provide the Department with all services required for preparation of preliminary design plans, final plans, specifications, and bid documents. These services include, but are not limited to, topographic and right-of-way surveys, preliminary plans, computations used to develop design, participation in the plan-in-hand conference, a preliminary estimate of a construction contract cost based on estimated quantities developed from the preliminary plans, and a final estimate of construction contract cost based on estimated quantities developed from the final plans.

Meetings with the City shall be scheduled as required to solicit input on project progress and upcoming issues or concerns. Consultant shall prepare and deliver a record of decisions and action items to the City for each meeting.

The Consultant shall prepare and submit complete detailed construction contract specifications and bid documents along with a revised construction cost estimate of the project to the Department.

Except for data to be furnished by the City as specifically provided by this Agreement, the Consultant shall obtain all data and furnish all services and materials required to fully develop and

complete the plans, specifications, and bid proposals through the contract plan stages, including any and all work beyond the limits of the project that may be necessary to make proper connections at the beginning and end of the project limits of construction.

In addition, the Consultant shall obtain all data and furnish all services required during the construction stage, maintain all records necessary during the construction stage, ensure compliance with plans and specifications, and prepare partial and final payment to the Construction Contractor for the Department's approval. Attendance by the Consultant or its representatives at legal hearings and appearances in court are to be furnished by the Consultant at established rates to the extent of the funds available.

The Consultant shall attend up to 3 public meetings, as required. The Consultant shall provide displays appropriate for public meetings and shall provide a meeting summary following each meeting. The Consultant shall attend coordination meetings with the Department and other stakeholders. The Consultant shall provide all relevant project information to support conduct of these coordination meetings and provide a meeting summary following each meeting, as directed. The costs of which are included in the lump sum fee specified hereunder.

The Consultant is responsible for the relevance and accuracy of items and details included in the plans, specifications, or other contractual documents prepared by the Consultant. The Department will review and approve such documents only for general conformance to the Scope of Project. It is understood that the preparation of preliminary and final plans, specifications, bid documents, and estimates required of the Consultant under this Agreement will meet the standard requirements of the City as to general format and content and shall be performed to the satisfaction of the City. The Consultant shall correct all errors and omissions in the plans and specifications, including those discovered subsequent to the acceptance by the Department, without additional compensation.

The basic services to be performed by the Consultant are divided into five (5) phases of work identified in general as follows and more fully described below:

Phase I.	Survey
Phase II.	H&H Study
Phase III.	Preliminary Design
Phase IV(a).	Final Design
Phase IV(b).	Bid & Award
Phase V(a).	Construction Administration
Phase V(b).	Construction Closeout
Phase V(c)	Inspection, Reporting, and Verification

PHASE I. SURVEY

Survey Submittal (60 calendar days)

The Consultant shall review the programming and project documents provided by the Department to determine the scope of any additional surveying required. Based on the scope, estimated cost, and/or impact to the project schedule, the City may request the Consultant to perform this additional surveying or may choose to perform this additional surveying and provide the information collected to the Consultant.

The topographic survey shall include all necessary information in order to complete the design work. This may include visible surface objects including trees, power poles, manholes, water meters, etc. The temporary bench marks must be located such as they will not be destroyed during construction. The base lines shall be referenced to apparent property lines. The Consultant may also be required to acquire all information on existing and proposed utilities within the limits of the Project through field surveys and from contacts with the various utility companies so as to reasonably avoid any conflicts in the design or construction of the project. Surveying must be performed and certified by a qualified surveyor, licensed to practice land surveying in the State of Louisiana.

Upon completion of the survey work, the Consultant shall submit to the Department: three (3) sets, full size 22-inches by 34-inches hard copies and electronic files of the way survey work

PHASE II. H&H STUDY

H&H Submittal (90 calendar days)

The Consultant shall perform a comprehensive drainage study to ensure positive drainage to inlets and resolutions of current drainage issues. A drainage model will be generated for the entire project area to ensure the designed drainage infrastructure network is adequate for the anticipated capacity and to review effects of a 25-year and 100-year storm. Culverts shall be adequately sided for at least a 10-year (24-hour) design storm event. The Consultant shall abide by the current edition of the LA DOTD Hydraulics Manual.

Phase II Deliverables:

1. Design Alternatives report with model results
2. Electronic model files

PHASE III. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)

Prior to the start of this phase, a pre-design meeting will be held. During the performance of this phase, a monthly design meeting may be held among the Engineer, the Department, and

relevant City authorities in order to clarify any aspect of the proposed work.

60% Design Submittal (120 calendar days)

Prepare a Preliminary Design Report. The report shall document the proposed design per City standards and guidance, computations and modeling outcomes used in developing the design, agreed program (including operations and maintenance, as relevant), updated opinion of probable cost and updated schedule for design and construction.

Two (2) sets, full size 22-inches by 34-inches hard copies and electronic files of 60% design plans, together with an electronic copy of the Preliminary Design Report, shall be furnished to the City.

Upon receipt of comments, if any, the Engineer shall revise the plans accordingly until the preliminary plans are acceptable to the Department. The Engineer shall then submit to the City one (1) full size 22-inches by 34-inches set of reproducible plans, stamped and dated "60% Design" for making a complete plan-in-hand review with the Department's representatives, utility companies, and others, at a time and date mutually agreed to in advance. Following receipt of this submittal, a plan-in-hand meeting will be held.

The Engineer's 60% Design Submittal shall include:

- Design Report
- Incorporate and address all entities previous comments into current design
- Set of Project specifications
- Latest Construction Cost estimate
- Submit two (2) full size sets (22x34) with all electronic files (CAD & PDF)

Engineer shall submit 60% Design submittal with an updated construction cost estimate within 120 calendar days after submittal of Phase II H&H Study.

All changes to the plans, specifications, and construction cost estimate shall be logged. Drawings should be considered 60% design stage by the culmination of this Phase.

Phase III Deliverables:

1. Provide Meeting Minutes within five (5) working days of each Meeting
2. 60% Design Submittal with accepted updated construction cost estimate

PHASE IV(a). FINAL DESIGN

Final Design Submittal (60 calendar days)

This phase shall consist of Engineering Services required for the preparation of complete final construction plans, specification, bid documents, and construction cost estimate. These shall meet the standard requirements of the Department's general format and content. Specifically, the work under this phase consists of the following:

1. After the plan-in-hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit three (3) set of revised full size 22-inches by 34-inches hard copies and electronic files to the Department. These shall be stamped "Advance Check."
2. A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
3. The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the "Advance Check" prints, to the Department for review. A revised construction cost estimate and a detailed traffic control plan shall be submitted at this time (if applicable). Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City for specifications, contract documents, and cost estimates.
4. Upon receipt of the Department's comments pertaining to plans and specification, the Consultant shall revise and complete the final contract plans and specifications.

The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids.

Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and typed originals of all specifications and proposal documents to be reproduced by the Department for bids. Final plans and bid documents shall be in electronic format compatible with the Department's CAD and software systems.

The plans and proposals shall be accompanied by a construction cost estimate based on the final contract plans.

All plans shall be signed and stamped by a Louisiana-registered Civil Engineer, Architect,

and/or Landscape Architect and member of the Consultant's firm, who shall be responsible for the design.

Phase IV(a) Deliverables:

1. "Advance Check" plans and Specifications
2. Finalized Design Report with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
3. Final Plans, Specifications, Computations, and Construction Contract Cost Estimate
4. Bid Proposal Package

PHASE IV(b). BID & AWARD

If the Department proceeds with bidding the Project, the Consultant shall attend the pre-bid and preconstruction conferences and be prepared to address any questions regarding the engineering work. The Consultant shall assist the City with preparing addenda and responses to bidder's questions. The Consultant shall attend bid openings, prepare bid tabulation sheets and check documentation submitted with bids for completeness. The Consultant shall submit the bid tabulation and award recommendation letter to the City within two (2) working days of the bid opening. The award recommendation letter shall report on completeness and technical correctness of the bids received.

Phase IV(b) Deliverables:

1. Bid Opening Meeting Minutes
2. Addenda, Questions and Answer Responses
3. Award Letter Recommendation Letter

PHASE V(a). CONSTRUCTION ADMINISTRATION

The services to be performed during construction shall consist of, but may not be limited to, the following:

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shop drawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as necessary

- Assist with technical issues arising during construction
- Attend progress meetings
- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)
- Evaluate and coordinate with City regarding acceptability of substitute or “or-equal” materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoicing and recommend payment
- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the Department in Project close out activities.

A Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect shall be in charge of the Services. Such personnel shall be qualified for their assignments and shall be approved by the City.

All documents submitted to the City must be signed by the Consultant’s Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the City.

In a timely manner, the Consultant shall advise the City of any drainage, sewer, and water damages so that such facilities may be properly inspected.

The Consultant shall observe the progress of the project as required, with particular emphasis on the requirements of the General and Special Specifications relative to the timely review of submittals, shop drawings and samples, value engineering proposals, and evaluation of substitute materials.

The Consultant shall, in a timely manner, notify the City, through the Director of the Department of Public Works or the Director's Authorized Representative of all problems that may impact the Project's cost or construction time.

The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. These duties and responsibilities are exclusively the Construction Contractor's obligation. The Consultant will not be responsible or have control or charge over the acts or omissions of the Construction Contractor, Subcontractors, or any agents, employees, or any other persons performing any of the work.

The Department will have the authority to reject work based on the Consultant's recommendations that does not conform to the Construction Documents. The Department and the Consultant may require special inspections for testing of the work at any stage of preparation or completion.

The Consultant will not authorize or direct the Construction Contractor to deviate from the plans and specifications without written authorization from the City, through its Director of the Department of Public Works or the Director's Authorized Representative. The Consultant is not responsible for any costs incurred as a result of delays incurred in obtaining written authorization by the Department for necessary or desired changes in the plans and/or specifications.

The Consultant shall submit all required documentation and process plan changes in a timely manner.

The Consultant shall submit to the Director or the Director's Authorized Representative for written approval within two (2) working days after signature by the Construction Contractor, any plan change that increases the Project's cost or time required prior to the work being authorized. Should the Consultant approve a plan change, which increases the Project's cost or time required without prior written approval by the Director or the Director's Authorized Representative, the Consultant shall be liable for the increased cost. The Department personnel (designee) authorized to approve such plan changes shall include the Director or the Director's Authorized Representative assigned to the Project.

The Consultant shall be responsible for complying with the recordation requirements set forth in La. R.S. 38:2222, including without limitation the payment of any costs associated with the recordation of this Agreement and as well as for the recordation of any plan change or amendment, when recordation of such is required.

The Consultant shall verify all pay items of work; quantities completed, and prepare partial and final requests for payment on City's forms for work satisfactorily completed by the Construction Contractor. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall coordinate with the Construction Contractor on monthly pay request within after the end of the reporting period. The preparation of the Construction Contractor's monthly pay request consists of coordinating with the Construction Contractor on quantities in place and submitting to the Department completed pay request form (signed by the Construction Contractor and the Consultant) and form Weather and Working Day Report (signed by the Construction Contractor and the Consultant).

The Construction Contractor's invoice is to be submitted directly to the Consultant. The Construction Contractor's monthly pay request form and Weather and Working Day Report shall be submitted for payment within five (5) working days after the Construction Contractor has submitted the signed the invoice. Project diary and weekly progress reports shall be submitted within five (5) working days after the end of the reporting period.

In addition to the above services, the Consultant shall coordinate the activities of the testing laboratory designated by the Department to ensure that all materials entering the project, and the performance of the constructed features, are in accordance with the Project Construction Documents (plans and specifications) and/or the State's requirements.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the project's Construction Documents based upon test results. The Consultant shall review reports prepared by the testing laboratory for accuracy. The Consultant shall review and make recommendation for approval of pay requests for the testing laboratory for consistency with the testing performed.

When notified by the Construction Contractor that, in its opinion, all items of work required by the Agreement has been completed, the Consultant shall make a final inspection of the Work, including any tests of operation. If the Consultant finds all things are satisfactory after completion of this inspection, the Consultant shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Consultant shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible.

The Consultant shall participate in the final inspection of the Work.

Upon completion of this Phase, the Consultant shall submit "As Built" drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

Phase V(a) Deliverables:

- Project Schedule
- Submit Monthly Pay Requests, Schedule Updates, and Weather Reports
- ICE Documentation
- CA Documentation
- Construction Field Records
- Monthly Pay Requests, Schedule Updates and Weather Reports
- Plan Change Requests
- Non-Conforming Materials Notifications
- Recommendation for Approval of Testing Laboratory Pay Request
- As-Built Drawings
- Submit daily Final Inspection Report
- Overrun/Underrun Statement
- Warranty Inspection Report
- Man Hours Breakdown Report
- Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor
- Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications

PHASE V(b). CONSTRUCTION CLOSE OUT

When notified by the Construction Contractor that, in its opinion, the Project is substantially complete, the Engineer shall verify the Construction Contractor's claim and, if the Engineer concurs, schedule a final walk-through. The Engineer shall conduct and invite all

stakeholders to this walk-through. Immediately following the walk-through, the Engineer shall develop a substantial completion punch-list of remaining items with associated costs.

The Engineer shall schedule a final inspection, including any tests of operation. If the Engineer finds all things are satisfactory after completion of this inspection, the Engineer shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Engineer shall conduct and invite all stakeholders to the final inspection.

Upon completion of this Phase, the Engineer shall submit "As Built " drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

The Engineer shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible. This inspection shall occur eleven (11) months from the date of substantial completion.

Phase V(b) Deliverables:

1. Develop a Substantial Completion Punch-list with Associated Costs
2. As-Built Drawings
3. Final Inspection Report with Project Acceptance Recommendation
4. Overrun/Under run Statement
5. One (1) Year Warranty Inspection Report submitted to the Department eleven (11) months from the date of substantial completion

PHASE V(c) . INSPECTION, REPORTING, AND VERIFICATION *(if requested)*

The Department may also choose to require the Consultant to provide Resident Inspection services, which shall consist of, but may not be limited to, the following:

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books

- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

Field construction inspector(s) shall be provided and be on the Project site at all times (or at the discretion of the Department) when construction work is being performed. Such personnel shall be qualified for their assignments and shall be approved by the Department.

During construction, the Consultant shall maintain all construction field records normally maintained by the Department. Entries shall be made daily in the project diary to indicate the Consultant's personnel on the Project, as well as, the forces of the Construction Contractor, the Construction Contractor's equipment, and the work performed.

The Consultant shall continually observe the progress of the Project, with particular emphasis on project site safety and the requirements of the General and Special Specifications relative to the timely rejection of all nonconforming work and materials, the applications of the work forces to particular portions of the work, the conformance of the work to the Construction Contractor's schedule, the timely prosecution of the work and perform any required interviews of the Construction Contractor.

The Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall forward the Construction Contractor's monthly updated schedule of work with the partial payment requests and weather reports. All documents submitted to the Department must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the Department.

In a timely manner, the Consultant shall notify the Department of all problems that may impact the Project's cost or construction time.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the Project's Construction Documents based upon test results.

The Consultant shall cooperate with the City and any other contractors providing services to the City as needed.

DIRECT EXPENSES:

LEGAL ASSISTANCE/MEETINGS

Consultant will consult and coordinate with City's Attorney on potential right-of-way issues. Consultant will also coordinate, through the City Attorney, with private landowners as required to facilitate the acquisition of right-of-ways and easements for drainage improvements. This task shall be a not to exceed amount which includes manhours charged and materials charged.

PERMITTING

Work under this task consists of assisting City with coordinating and providing data and documentation necessary to obtain a permit for construction. Consultant will prepare necessary documentation including design drawings and other information necessary for completing the required permit applications. The below permits are anticipated for the project.

- a. Louisiana Department of Health and Hospitals

B. CONSULTANT'S STANDARD OF CARE

The Consultant represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, the Consultant is expected to perform all services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services under the same or similar circumstances. The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

ARTICLE II. THE CITY'S OBLIGATIONS

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;

- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
1. GIS/CAD files of:
 - a. Street Assets for reference;
 - b. Utility and unit sheets (if available)
 - c. As-built drawings (if available)
 - d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
 - e. Provide any other standard plans and details that may be relevant for use on the Project; and
 - f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

ARTICLE III. CONTRACT TIME AND SCHEDULE

- A. **DURATION:** This Agreement shall commence on the Effective Date and shall continue until and through a period of two (2) years.
- B. **EXTENSION:** This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by the City on an annual basis for no longer than three (3) one-year periods.
- C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the 90% design phase immediately upon submittal of the 60% design phase. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update

this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

D. PHASE I SURVEY: The services to be performed during the Survey Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

E. PHASE II H&H STUDY: The services to be performed during the H&H Study Phase shall be completed within **NINETY (90)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. PHASE III PRELIMINARY DESIGN: The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED AND TWENTY (120)** calendar days from the date of issuance of the Notice to Proceed for this phase.

G. PHASE IV(a) FINAL DESIGN: The services to be performed during the Final Design Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

H. PHASE IV(b) BID AND AWARD: The services to be performed during the Bid and Award Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

I. DELAYS: The City may assess the Consultant \$1,500.00 per calendar day for each phase that is not completed by the deadline in the approved schedule, without further notice to the Consultant, to the extent the delay is caused solely by the Consultant. The City may deduct this penalty from payments due to the Consultant for services rendered under this Agreement up to a maximum amount for each phase equivalent to 25% of the total fee for that phase of work.

ARTICLE IV. COMPENSATION

A. FEES UNDER THIS AGREEMENT: The Consultant's compensation for the services performed under this Agreement shall be in accordance with the follow fees:

PHASE I.	Survey (<i>as needed</i>)	\$45,500.00	(NTE)
PHASE II.	H&H Study	\$76,500.00	(Lump Sum)
PHASE III.	Preliminary Design	\$65,974.55	(Lump Sum)
PHASE IV(a)	Final Design	\$43,983.03	(Lump Sum)
PHASE IV(b)	Bid & Award	\$8,458.28	(Lump Sum)
PHASE V(a)	Construction Administration	\$42,291.38	(Lump Sum)
PHASE V(b)	Construction Closeout	\$8,458.28	

PHASE V(c)	Inspection, Reporting, & Verification <i>(if requested)</i>	\$91,392.00	(Hourly, NTE)
DIRECT	Legal Assistance/Meetings	\$5,000.00	(NTE)
EXPENSES	Permitting	\$2,500.00	(Hourly, NTE)

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$390,057.52**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.0 and will apply to Phases 1 through V in this Agreement. No adjustment if the contract award meets or exceeds 90% of the Estimated Construction Cost but does not exceed by 10% the Estimated Construction Cost. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. ACKNOWLEDGEMENTS: The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

ARTICLE V. INVOICES

The Consultant shall submit monthly invoices showing the percentage and dollar amount of the Services provided to date for such submission and show a deduction of five percent (5%) of the amount earned to date as an amount to be retained by the Department until satisfactory completion of the required work. When each phase of work is satisfactorily completed, the retainage for that phase will be released.

The Consultant shall submit three (3) invoices in a format approved by the Department shall be submitted to the Department along with three (3) sets of back-up or verification

documentation. Electronic files of the invoices and back-up documentation may be placed on a USB thumb drive or downloadable shared link for submittal.

ARTICLE VI. INDEMNITY.

A. **INDEMNITY:** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the “**Indemnified Parties**”) harmless from and against: (1) any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

B. **LIMITATION:** The Consultant’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

C. **INDEPENDENT DUTY:** The Consultant has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

D. **EXPENSES:** The Consultant will bear all expenses, including without limitation the City’s reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VII. INSURANCE

A. **MINIMUM SCOPE OF INSURANCE:** At all times during the term of this Agreement, the Consultant, at its own expense, will maintain policies of insurance sufficient to provide the following minimum scope of insurance coverage:

1. ***Commercial General Liability (“CGL”):*** Insurance Services Office (“ISO”) Form CG 00 01 or similar acceptable to the City, covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this

Project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** with limits no less than \$1,000,000.00 per claim.

B. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.

4. ***Waiver of Subrogation:*** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. ***Notice of Cancellation:*** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. ***Acceptability of Insurers:*** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION

A. **NON – DISCRIMINATION:** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within the City of Mandeville or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

B. **NON – DISCRIMINATION IN EMPLOYMENT:** In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Consultant will require all subcontractors to comply with the requirements of this article.

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

A. **INDEPENDENT CONTRACTOR STATUS:** The Consultant is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. **EXCLUSION OF WORKERS' COMPENSATION COVERAGE:** The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for any reason, including for the purpose of Worker's Compensation coverage.

C. **EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:** The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.

D. **WAIVER OF BENEFITS:** The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE X. NOTICES

Except for any routine communication, any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City: Director, Department of Public Works
 City of Mandeville
 1100 Mandeville High Blvd
 Mandeville, LA 70471

&

 City Attorney
 City of Mandeville
 3101 East Causeway Approach

Mandeville, LA 70448

Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. OWNERSHIP OF DOCUMENTS: All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

Notwithstanding anything to the contrary contained herein, any tools, systems or information used by the Consultant to provide the Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of the Consultant or its suppliers.

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

B. CITY'S RIGHT TO APPROVE PERSONNEL: The City reserves the right to approve or reasonably disapprove all engineers, workers, and other field personnel assigned to the Project.

C. REMEDIES CUMULATIVE: No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

D. SURVIVAL OF PROVISIONS: All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.

E. ASSIGNABILITY: The Consultant will not assign any interest in this Agreement and will not transfer any interest in the same without the City's prior written consent.

F. JURISDICTION & VENUE: For all claims arising out of or related to this Agreement, the Consultant consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of St. Tammany and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.

G. GOVERNING LAW: This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

H. NON – WAIVER: The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

I. PERFORMANCE MEASURES: The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

J. SEVERABILITY: Should a court of competent jurisdiction find any provision of this

Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

K. RULES OF CONSTRUCTION: Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender.

L. NO THIRD PARTY BENEFICIARIES: This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. NON – EXCLUSIVITY FOR THE CITY: This Agreement is non-exclusive and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. CONFLICT OF INTEREST: To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

P. OWNERSHIP INTEREST DISCLOSURE: The Consultant will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes hereof, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the City may, after thirty (30) days’ written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Q. SUBCONTRACTOR REPORTING: The Consultant will provide a list of all persons, natural or artificial, who are retained by the Consultant at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with the Consultant’s work for the city. In regard to any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the City, the Consultant must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Consultant fails to submit the required lists and notices, the City may, after 30 days’ written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

R. EMPLOYEE VERIFICATION: The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City asworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

S. MODIFICATION: This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

T. NON – SOLICITATION STATEMENT: The Consultant swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other

consideration contingent upon or resulting from this Agreement

U. **CONVICTED FELON STATEMENT**: The Consultant swears that No Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records. The Consultant will confirm same through affidavit provided by City.

V. **COMPLETE AGREEMENT**: This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the City and the Consultant, through their duly authorized representatives, execute this Agreement.

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

HIGH TIDE CONSULTANTS, LLC

BY: _____

RICHARD C. GALLOWAY, P.E, PRINCIPAL

CORPORATE TAX I.D.

INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 22-49

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND BURK-KLEINPETER, INC. AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Burk-Kleinpeter for professional engineering services for the Seawall Repair (Inspection) Project, including but not limited to design, permitting, bidding, construction administration and resident inspection..

WHEREAS, the contract is attached and made a part of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Burk-Kleinpeter, Inc. for professional engineering services on behalf of the City of Mandeville.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

AFFIDAVIT

STATE OF LOUISIANA
Orleans
PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:

Henry M. Picard Jr.

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

Choose A or B. If Option A is indicated please include the requested attachment.

Disclosure No. 1

A. _____ Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B. Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. _____ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B. I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. _____ I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

B. I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

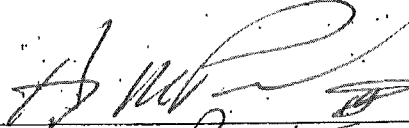
Disclosure No. 4

A. X This affidavit **Is** being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.


B. _____ This affidavit **Is Not** being submitted on behalf of a corporation, LLC, or other legal entity.

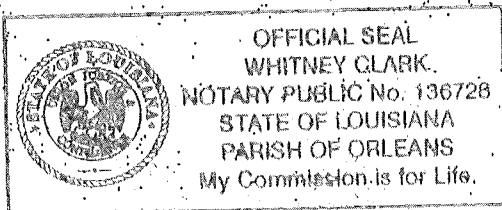
The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.


Henry M. Pizarro, AFFIANT
Senior Vice President

SWORN TO AND SUBSCRIBED before
me this 2nd day of November 2022.


Whitney Clark, Notary
Bar Roll # 136728
My Commission Expires For Life



NOTARY PUBLIC USES ONLY
NOTARY DID NOT PREPARE
THIS DOCUMENT.

Contributions to Council Members or Mayor of the City of Mandeville

Date of Contribution	Amount	Recipient(s)
<i>None</i>		

Debts Owed to Appointed or Elected Officials of the City of Mandeville

Amount of Debt	Elected or Appointed Official Owed Debt
None	

Contributions Made in the Name of Another

Date of Contribution	Amount	Recipient	Contributor
None			

Contributions Made by Officers, Directors, Owners, and/or Employees

Date	Amount	Recipient	Contributing Officer, Director, Owner, or Employee	% Share of Company
06/01/21	\$350.00	Clay Madden	Corporation	100%
05/09/22	\$500.00	Clay Madden	Corporation	100%
10/10/22	\$500.00	Clay Madden	Corporation	100%

CITY OF MANDEVILLE
DISCLOSURE OF OWNERSHIP

STATE OF LOUISIANA
PARISH/ COUNTY OF Orleans

BEFORE ME, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that Burk-Kleinpeter, Inc. is contracting with the City of Mandeville and listed below are the names and addresses of all persons or corporate entities who hold ownership interest in the company or who hold by proxy the voting power in the company and, if anyone is holding stock in his/her own name that actually belongs to another, the name of the person(s) for whom held, including stock held pursuant to a counter letter.

1. Persons or entities with ownership interests in the company:

<u>Michael D. Chopin</u>	<u>4921 Henican Place, Metairie, LA 70003</u>
Name	Address
<u>John W. Giardina, Jr.</u>	<u>47 Derbes Drive, Gretna, LA 70053</u>
Name	Address
_____	_____
Name	Address

2. Persons or entities who hold by proxy the voting power:

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

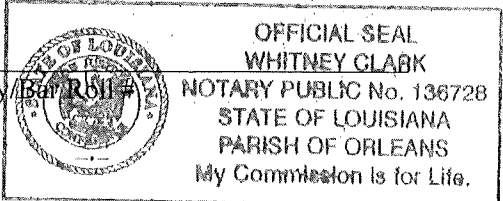
3. Stock held for others and for whom held:

_____	_____
Name	Address
_____	_____
For Whom Held	Address
_____	_____
Name	Address
_____	_____
For Whom Held	Address
_____	_____
Name	Address
_____	_____
For Whom Held	Address

Sworn to and subscribed before me, the undersigned Notary Public, on this date: 11/02/22

Henry Picard Henry Picard Senior Vice President
Corporation Representative

NOTARY AS TO WHITNEY CLARK ONLY
NOTARY DID NOT PREPARE THIS DOCUMENT.
Notary signature, Printed name and Notary # Whitney Clark, #136728



CODE OF CONDUCT

A. POLICY STATEMENT.

The citizens of the City of Mandeville rightfully expect elected municipal officials, unclassified employees and appointed personnel to adhere to the highest standards of professional and ethical conduct in the performance of their duties and responsibilities. The City of Mandeville Personnel Policies and Police Standard Operating Procedures Manual specifies the conduct of the classified civil service employee so that this code does not apply to this class of city employees. This code applies to the following persons:

- Elected municipal officials of the City of Mandeville.
- Unclassified employees of the City of Mandeville.
- Persons appointed or elected to the various boards and commissions of the City of Mandeville.
- Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

While this document in and of itself is not punitive in nature, it complements the existing laws incorporated in the Louisiana State Code of Ethics and other existing policies that cover persons employed by the City of Mandeville. All elected municipal officials, unclassified employees and appointed personnel of the city in whatever capacity should know that infractions of this Code of Conduct may also be violations prohibited by state ethical rules and regulations which do carry punitive provisions.

Every person covered by this Code has a unique position of trust in the community and, therefore, assumes a special responsibility to act with the highest standards of honesty, fidelity and fairness. Said persons should conduct themselves in a manner that merits public trust and confidence.

B. PURPOSE OF THIS POLICY.

Section 7-02 of the City Charter for the City of Mandeville provides that "All officers and employees of the city government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of the persons covered by this code which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for the city to successfully project the best image possible.

**C. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED,
UNCLASSIFIED EMPLOYEES AND APPOINTED PERSONNEL.**

All persons in each category as defined by the above title shall sign a copy of this Code of Conduct thereby acknowledging that they have received a copy and understand that it is therefore their responsibility to comply with this Code of Conduct and any revisions to it as follows:

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of the city and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.
2. Accept the responsibility that any improper conduct can reflect negatively on the public image of the city and bring embarrassment and discontent to the citizens of the city. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct except Contractors. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected municipal officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code, except Contractors, shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.
4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to the City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning the City, City personnel or proceedings of the City.

D. CONTRACTORS.

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official act or decision or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

That all Contractors shall sign an affidavit in the form attached hereto as Attachment A as a condition of their contract with the City of Mandeville.

E. COMPLAINTS.

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to the City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. If such complaint alleges ethical violations, then the City Attorney shall recommend to the person making the complaint that he or she forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

ATTACHMENT "A"

CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Orleans

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared:

Bark-Klempeter, Inc; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of Henry M Pizard II and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City of Mandeville; and

That, Bark-Klempeter, Inc will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana; and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there shall be a statement in every subcontract to that effect,

WITNESSES:

CONTRACTOR: Bark-Klempeter, Inc
By: Henry M Pizard II
Senior Vice President

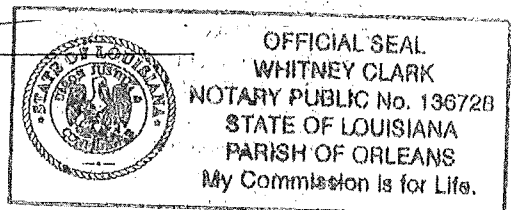
Erin Brady
ERIN BRADY
Robin Caldwell

Sworn to and subscribed before me this 2nd day of November, 2010. 2022

NOTARY PUBLIC PREPARED THIS DOCUMENT ONLY
NOTARY DID NOT PREPARE THIS DOCUMENT.

00480-4

Whitney Clark



CHAIRMAN OF THE BOARD
J. W. "BILL" GIARDINA, JR., PE

CORPORATE SECRETARY
BRUCE L. BADON, AICP



PRESIDENT & CEO
MICHAEL D. CHOPIN, PE

SENIOR VICE PRESIDENTS
RENE A. CHOPIN, III, PE
HENRY M. PICARD, III, PE, PLS

VICE PRESIDENT
DAVID E. BOYD, PE

BURK-KLEINPETER, INC.
ENGINEERING · PLANNING · ENVIRONMENTAL

2895 HIGHWAY 190
MANDEVILLE, LA 70471
TELEPHONE (985) 727-6769
WWW.BKIUSA.COM

OVER 100 YEARS OF SERVICE

October 18, 2022

Mayor Clay Madden
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

Re: Old Mandeville Seawall Repair Study
BKI No. NO.22.XXX

Dear Mayor Madden:

BKI is pleased to submit the attached fee proposal and project schedule for the Old Mandeville Seawall Repair Study. Burk-Kleinpeter, Inc. and Specialty Diving of Louisiana will be performing the work. We appreciate the City's confidence in us to provide this work.

If you should have any questions or comments, please call us.

Sincerely,

BURK - KLEINPETER, INC.
ENGINEERS, PLANNERS, ENVIRONMENTAL

A handwritten signature in black ink, appearing to read "H. M. Picard, III".

Henry M. Picard, III P.E., P.L.S.
Senior Vice President



CITY OF MANDEVILLE, LA
 WORK ORDER NO. TBD
 Old Mandeville Seawall Repair

Burk-Kleinpeter, Inc.
 Old Mandeville Seawall Repair
 Fee Proposal

MANHOUR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC. \$321.00	0002 PRIN ENG \$288.00	0003 SEN. PROJ. MGR. \$205.00	0004 CIVIL E. \$142.00	0005 CIVIL INT. \$108.00	0006 ENV. E. \$168.00	0007 MECH. E. \$142.00	0008 ELEC. E. \$142.00	0009 STRC. E. \$142.00	0010 SR CADD TECH. \$129.00	0011 CADD TECH. \$92.00	0012 CLERICAL \$69.00	0013 RES INSP \$82.00	TOTAL	
A PREPARATION FOR INSPECTION																	
1	Review of Owner Furnished Items		0	1	2	0	4	0	0	0	0	0	0	0	0	0	1,128.00
2	Prepare Inspection Document Plans		0	0	2	4	8	0	0	0	0	0	0	0	0	0	1,842.00
3	Project Meetings with the City of Mandeville (4)		0	4	4	0	0	0	0	0	0	0	0	2	0	0	2,102.00
TOTAL HOURS			0	5	8	4	12	0	0	0	0	0	0	2	0	0	31
COST			\$0.00	\$1,430.00	\$1,640.00	\$568.00	\$1,296.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138.00	\$0.00	\$0.00	\$5,072.00
B SEAWALL INSPECTION																	
1	Coordination with Specialty Diving of LA (65 Locations)		0	1.5	3	12	24	0	0	0	0	0	0	0	0	0	5,340.00
2	Sheepile Cap Inspection (7400 LF)		0	0	0	24	24	0	0	0	0	0	0	0	0	0	6,000.00
3	Stair Inspection (12)		0	0	0	12	12	0	0	0	0	0	0	0	0	0	3,000.00
4	Site Visits to Review Sheepile Wall Damage (8)		0	4	4	16	16	0	0	0	0	0	0	0	0	0	5,964.00
TOTAL HOURS			0	5.5	7	64	76	0	0	0	0	0	0	0	0	0	152.5
COST			\$0.00	\$1,573.00	\$1,435.00	\$9,088.00	\$8,208.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,304.00
C EVALUATE DATA FROM INSPECTIONS																	
1	Assemble Data Collected		0	4	8	16	32	0	0	0	0	0	0	0	0	0	8,512.00
2	Sheet Pile Evaluation		0	8	16	32	0	0	0	0	0	0	0	0	0	0	10,112.00
3	Sheepile Cap Evaluation		0	5	10	20	40	0	0	0	0	0	0	0	0	0	10,640.00
4	Overall Sheepile Wall Evaluation		0	4	8	16	16	0	0	0	0	0	0	0	0	0	5,056.00
TOTAL HOURS			0	21	42	84	72	0	0	0	0	0	0	0	0	0	219
COST			\$0.00	\$6,006.00	\$8,610.00	\$11,928.00	\$7,776.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,320.00
D RECOMMENDATIONS																	
1	Analyze Short/Long Term Repair Options		0	4	8	16	0	0	0	0	0	0	0	0	0	0	5,056.00
2	Prepare Schematic Plans		0	2	4	8	16	0	0	0	0	0	16	0	0	0	5,728.00
3	Prepare Budgetary Opinion of Repair Costs		0	2	4	8	0	0	0	0	0	0	0	0	0	0	2,528.00
4	Prepare DRAFT Sheepile Report		0	4	8	24	24	0	0	0	0	0	0	0	0	0	8,784.00
5	Oversight/Technical Review		4	8	0	0	0	0	0	0	0	0	0	0	0	0	3,572.00
6	Prepare FINAL Sheepile Report		0	2	4	8	8	0	0	0	0	0	0	0	0	0	3,992.00
TOTAL HOURS			4	22	28	64	46	0	0	0	0	0	16	0	0	0	182
COST			\$1,284.00	\$6,282.00	\$5,740.00	\$9,088.00	\$5,184.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,472.00	\$0.00	\$0.00	\$0.00	\$29,080.00
TOTAL HOURS			4	54	85	216	208	0	0	0	0	0	16	2	0	0	585
TOTAL COST			\$1,284.00	\$16,301.00	\$17,425.00	\$30,672.00	\$22,464.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,472.00	\$138.00	\$0.00	\$68,756.00
Other Direct Costs																	
Subtotal Basic Services																	
Specialty Diving of LA																	
Topographic Survey																	
PART 1 TOTAL DETAILED INSPECTION																	
\$249,942.00																	

CITY OF MANDEVILLE, LA
 WORK ORDER NO. TBD
 Old Mandeville Seawall Repair

Burk-Klempeter, Inc.
 Old Mandeville Seawall Repair
 Fee Proposal

MANHOUR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 PRIN ENG	0003 SEN PROJ. MGR.	0004 CIVIL E.	0005 CIVIL INT.	0006 ENV. E.	0007 MECH. E.	0008 ELEC. E.	0009 STRUC. E.	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL	
			\$327.00	\$285.00	\$203.00	\$142.00	\$108.00	\$168.00	\$142.00	\$142.00	\$142.00	\$129.00	\$92.00	\$69.00	\$82.00		
OTHER DIRECT COSTS																	
SCOPE ITEM	DESCRIPTION		INSPECTION VESSEL (PER DAY)	FUEL (PER GAL.)	VESSEL TRAILERING (PER MI)	BLUELINES (PER SF)	8 1/2 X 11 COPIES (EACH)	11 x 17 COPIES (EACH)									TOTAL
1	Detailed Inspection		\$650.00	\$4.00	\$3.50	\$0.20	\$0.10	\$0.20	20	2,000	0						\$204.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			0	0	0	0	2000	20									\$204.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$4.00									\$204.00

Assumptions:

Inner Harbor Navigation Canal level will be 1.0' or less at the Seabrook Gage

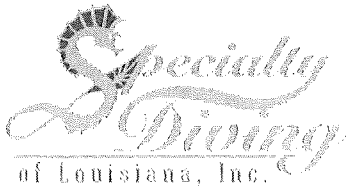


Seawall Inspection
Burk-Kleinpeter, Inc.
BD221042Rev.1

Submitted To:

Henry M. Picard III
Senior Vice President
Burk-Kleinpeter, Inc.
P.O. Box 19087
New Orleans, LA 70179-0087
Phone: (504) 483-6258
Cell: 504) 400-0783
Email: hpicard@bkiusa.com

October 10, 2022



October 10, 2022

Henry M. Picard III
Senior Vice President
Burk-Kleinpeter, Inc.
P.O. Box 19087
New Orleans, LA 70179-0087
Phone: (504) 483-6258
Cell: 504) 400-0783
Email: hpicard@bkusa.com

RE: Seawall Inspection
Bid: BD221042Rev.1

Dear Mr. Picard:

Specialty Diving of LA, Inc. would like to thank you, for considering our services to complete the above-referenced project. All work would be accomplished with the highest regard for safety and quality, and performed in accordance with the general provisions as stated in our current published schedule of rates.

Please make note that Specialty Diving of LA, Inc. is a **Woman-Owned** certified business.

This proposal is based upon both parties entering into a contract with mutually agreeable terms and conditions. Contractor has based its proposal on the information provided by the Company in its original request for Contractor proposal. Any differences between this information and actual field conditions will be cause for Contractor to adjust its price. Any services not addressed in this proposal will be provided in accordance with the aforementioned schedule of rates.

This proposal will remain firm for a period of 30 calendar days from this date, and is subject to the availability of listed services upon job commencement.

We appreciate the opportunity to serve you, and look forward to working with you in the future. Please feel free to contact us should you have any questions, or to discuss how we should proceed, at (985) 542-8770.

Respectfully,

Marshall Whitmer
Vice President

Seawall Inspection

To inspect major damage areas of seawall and to do overall total inspection
This would include complete inspection 100' each side of major damage area.
In addition, this would include total inspection of remaining seawall with U/T
readings every 120' for base line of wall.

20 Days @ \$ 7,864.60Day	\$ 157,292.00
Mob/Demobe	\$ 3,690.00
<hr/>	
	Total: \$ 160,982.00
 Any additional work Day Rate	 \$ 8,136.00/Day
 Inspect South Break Wall (Same Mob)	 \$ 8,136.00/Day
 Inspect West Seawall	 \$ 16,272.00 Total
 Repair Damage under this Mob	 \$ 864.00/Hr
+ Splash Zone Epoxy	\$ 265.00/Kit

Any land repair will be billed at Cost + 12%

Accepted By: _____
(Please Print Name)

(Please Sign & Date)

General Clarifications/Qualifications

1. All operations and invoicing to be in accordance with an existing MSA or with the terms and conditions stated in Specialty Diving of Louisiana, Inc.'s current schedule of rates.
2. This proposal is subject to a mutually agreed upon contract.
3. Starting time for this project shall be mutually agreed between the parties giving consideration to availability of contractor's personnel, equipment materials, marine vessels, and favorable weather conditions.
4. This proposal shall remain valid for a period of thirty (30) days.
5. All invoices payable NET 30 days. Interest at a maximum rate allowable by law will be charged on past due accounts.
6. All rates quoted do not include all typical Federal, State or local taxes. (except payroll taxes)
7. All diving operations are conducted in compliance with regulations in accordance with OSHA, United States Coast Guard, ADCI "Consensus Standards for Commercial Diving" and applicable statutory requirements.
8. Specialty Diving of Louisiana, Inc. (contractor) agrees to abide by the safety regulations of customer as specified.
9. Burk-Kleinpeter, Inc. (company) will be responsible for the provision of all permits (Federal, State of Louisiana, or Louisiana Wildlife and Fisheries) and licenses as required by governmental agencies for the performance of their work.
10. All day rates shall commence upon arrival of personnel and equipment at dock and shall continue until departure from dock or when demobilization is completed. Travel rates may apply to/from shop. **If personnel are turned around at the dock/job site before work begins, without prior notice then a twelve (12) hour day rate will apply for personnel and any rental equipment.
11. Any third party costs incurred for a job that is cancelled will be billed at cost + 15%.
12. Mobilization/Demobilization is per occurrence. Any additional Mobilization or Demobilization at the Company's request will initiate additional charges at the quoted rate.
13. Due to recent and impending force major weather events, the ability to fulfill the requirements of the proposal shall be based upon the availability of vessels, personnel and equipment and maybe subject to price change.
14. Any weather downtime caused by a system that becomes a numbered or named tropical depression, storm or hurricane, including downtime prior to and after numbering and/or naming, shall be for Company's account.
15. In the event of an eminent weather system that would compromise the safety of personnel and equipment, Contractor will be allowed to secure the work and head for sheltered waters at the time Contractor deems necessary to ensure safety of personnel and equipment or as mandated by Coast Guard required operational procedures.

16. All applicable cost including by not limited to demobilization/remobilization, standby for associated equipment and personnel, etc. in connection with weather (named storms) and/or events beyond contractors control shall be to company's account. Contractor will follow our company's severe weather guidelines.
17. In all cases, the Diving Supervisor will solely determine if weather or site conditions allow for safe diving operations.
18. Pricing is contingent on uninterrupted work. Any delays or standby time incurred that are not in the control of Specialty Diving of Louisiana, Inc. will be billed at the quoted work rate until such time that work can resume.
19. Pricing is offered and is contingent on client request for inspection services. Management of change documentation will be required to perform tasks that were not included in the initial request for quotation package. Extra work rate will apply to tasks that were not identified in the request for quotation package.
20. Pricing is in assumption of 40' of water or less. Management of change documentation will be required to perform tasks the require use of a 50' Diving Decompression table or deeper. Rate changes may apply following management of change.
21. Should contractor be awarded this work and any pre-job meetings or other non-scheduled trips be required by Company, personnel day rates and any transportation expenses incurred shall be charged in accordance with quoted rates or our schedule of rates as applicable.
22. Quotes day rates are based on a twelve (12) hour day for personnel and equipment. A minimum twelve (12) hour day rate will be charged for personnel per day. Personnel who work in excess of twelve (12) hours per day will be charged at quoted overtime rates.
23. Technical or medical personnel required to assist in diving emergencies will be billed at cost. The job is not over until decompression has been completed.
24. In the event maintenance, repair and/ or replacement of equipment comprising of the Dive Spread due to normal wear and tear causes downtime in the critical path of the Work, (2) hours of down time in a calendar day will be allowed, without reducing the Dive Spread Day Rate. This downtime allowance is cumulative per day up to twenty-four (24) hours per calendar month.
 - Downtime in the critical path of the Work is defined as that time when productive work cannot be performed until the maintenance, repair and/or replacement of the Equipment is completed.
25. Other than normal wear and tear, Company will be responsible for repair or replacement (at cost plus 15%) of any third party equipment provided by Contractor at the request of Company that is damaged by no fault of Contractor during the performance of the Work.
26. All signed time tickets indicate approval of work by the customer.
27. Crane and dock charges are to be billed to Company's account, or at cost + 15% if billed to Specialty's account.
28. Company shall provide a secure location for the storage of Contractor's equipment.
29. All diving consumables, trucking/transportation and demurrage will be charged in accordance with current schedule of rates or cost plus 15%.

30. Re-supply and personnel crew change transportation will be charged in accordance with quoted rates or our schedule of rates as applicable.
31. **THIRD PARTY EQUIPMENT:**
Contractor constantly monitors the types and quality of VESSELS and EQUIPMENT available to supplement our own vessels and support gear. We offer procurement for such equipment as a service to our customers. The rate for this is cost + 15% with cost supported by the original third party invoice.
CONTRACTOR DOES NOT ACCEPT RESPONSIBILITY FOR THE BREAKDOWN OF THIRD PARTY VESSELS OR EQUIPMENT. Since Contractor neither owns nor controls the maintenance of this equipment, Contractor cannot take responsibility for breakdown of equipment.
32. Any equipment not quoted in this estimate will be charged at Specialty Diving of Louisiana's published rate.
33. Demurrage will be billed at \$2.20 per bottle, per day.
34. Due to COVID-19 Pandemic causing closures out of our control, subsistence pricing is subject to change.

City of Mandeville, LA
Old Mandeville Seawall Repair Study Project

Project Schedule

Task No.	Task Description	Duration	2023														
			Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.			
B1a	Special Diving Seawall Inspection	1 Mon.															
B1b	Specialty Diving Report Preparation	2 Wks.															
B2, B3	BKI Cap, and Stair Inspection	1 Mon.															
C1 - C4	Evaluate Data from Inspections	1 Mon.															
D1 - D3	Repair Options, Schematic Plans, Cost Estimates	1 Mon.															
D4	Prepare Draft Report	2 Wks.															
D5 -D6	City of Mandeville Review	2 Wks.															
	Prepare Final Report	2 Wks.															

NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Orleans

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Henry M. Picard III, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Senior Vice President OF Berk-Klempeter Inc (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Mandeville Sewage Inspection, BID NO. _____ AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

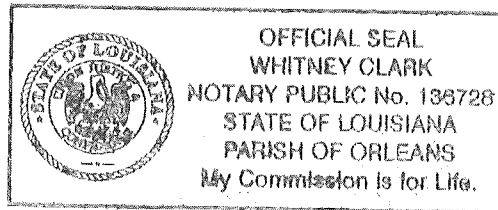
- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

[Signature]
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd
DAY OF November, 20 22

[Signature]
NOTARY PUBLIC
2nd day of November, 2022



NOTARY PUBLIC
NOTARY DID NOT SUBSCRIBE
THIS DOCUMENT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF

MANDEVILLE AND

BURK-KLEINPETER, INC.

COM PROJ. NO. 100.21.019

SEAWALL REPAIR (INSPECTION)

PROJECT

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Burk-Kleinpeter, Inc. represented by Henry M. Picard, III, PE, PLS, Senior Vice President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated October 18 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

NOW THEREFORE, the City and the Consultant, for good and valuable consideration, agree as follows:

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The Old Mandeville Lakefront Seawall was constructed 30+ years ago. A condition assessment of the underwater sheet piling is necessary to determine the remaining life expectancy for 1) investigation of current/immediate repairs 2) determine the remaining life expectancy for the knowledge of future maintenance repairs 3) determine its full replacement year. Engineer shall conduct underwater inspection through specialty subconsultant. Incidental repairs can be performed during the inspection if requested by the City.

Consultant is to perform each of the services and provide all deliverables as set forth in this Article and elsewhere in this Agreement (collectively, the “**Services**”).

The Consultant shall provide data and computations to support the design. Core boring information shall be incorporated in the design when applicable. Plans must be prepared using AutoCAD compatible with the City. The Consultant shall also submit to the Department of Public Works (the “**Department**”) all designs, computations, original reproducible drawings, typed originals of all specifications and proposal documents as required, and the final drawings on electronic format compatible with the City’s software systems at the discretion of the City. All plans must be signed and stamped by a Louisiana Registered Civil Engineer of the Consultant’s firm, who shall be responsible for the design.

The Consultant shall contact each applicable utility and obtain information regarding the location of their utilities and this information, as provided, shall be shown on the design drawings. The Consultant shall contact other firms designated by the City doing related work and shall coordinate, schedule, and report the efforts of the Firms to the City’s authorized representative. This information shall be shown on the design drawings. The Consultant shall obtain verification from the utilities of all locations named above.

The Consultant shall report all verified conflicts to the Department for coordination.

The Consultant shall, in a timely manner, contact the Department, and Planning Department as necessary, relative to horticultural requirements, such as a tree trimming, root pruning, hand work for curbing and walks near trees, etc., as required for construction, and resolve any conflicts prior to completion of final plans.

Meetings with the City shall be scheduled as required to solicit input on project progress and upcoming issues or concerns. Consultant shall prepare and deliver a record of decisions and action items to the City for each meeting.

Except for data to be furnished by the City as specifically provided by this Agreement, the Consultant shall obtain all data and furnish all services and materials required to fully develop and complete the report, plans, specifications, and through the contract plan stages, including any and all work beyond the limits of the project that may be necessary to make proper connections at the beginning and end of the project limits of construction.

The Consultant is responsible for the relevance and accuracy of items and details included in the report, plans, specifications, or other contractual documents prepared by the Consultant. The Department will review and approve such documents only for general conformance to the Scope of Project. It is understood that the preparation of preliminary and final plans, specifications, bid documents, and estimates required of the Consultant under this Agreement will meet the standard requirements of the City as to general format and content and shall be performed to the satisfaction of the City. The Consultant shall correct all errors and omissions in the plans and specifications, including those discovered subsequent to the acceptance by the Department, without additional compensation.

The basic services to be performed by the Consultant are divided into two (2) phases of work identified in general as follows and more fully described below:

- | | |
|-----------|----------------------------|
| Phase I. | Seawall Inspection |
| Phase II. | Findings/Assessment Report |

PHASE I. SEAWALL INSPECTION

Seawall Inspection (45 calendar days)

The seawall inspection will inspect major damage areas of the Lakeshore Drive Seawall and to perform an overall inspection. This includes complete inspection 100' on each side of major damage areas and would include total inspection of the remaining seawall with U/T readings every 120' for baseline of the seawall

PHASE II. FINDINGS/ASSESSMENT REPORT

Final Report Submittal (120 calendar days)

Final Report Scope of Work shall include the following:

Preparation for Inspection:

- Consultant is to prepare for inspection by reviewing Owner furnished items such as-built drawings and geotechnical/structural reports
- Correspondence and Project Meetings with City

Engineer's Review of Seawall Inspection

- Coordination with Specialty Diving of LA on inspection locations (65 locations)
- Consultant inspection of sheetpile cap (approximately 7400 linear feet)
- Stair inspection (12 locations)
- Site visits to review sheetpile wall damage (8 locations)

Evaluation of data from diver inspections

- Assemble all diver data collected and review
- Evaluation of sheetpile Data
- Evaluation of sheetpile Cap
- Overall sheetpile wall evaluation

Findings and Recommendations

- Analyze short/long term repair options including budgetary opinion of repair costs
- Prepare schematic plans

- Prepare Draft Report with all above information
- Prepare Final Report for Submittal to City

At minimum 5 sets each of hard copies and electronic files of Draft Report and Final Report shall be furnished to the City for submittal. 22"x34" full size plans of drawings may be requested of the consultant by the City if necessary. Final Report shall be signed and sealed by a Professional Engineer (Louisiana).

Comments on Draft Report from the City must be tracked and responded in an organized manner (comment response form) in a separate document.

Phase II Deliverables:

1. Final Inspection Report from Specialty Diving
2. Draft Report Submittal from BKI
 - Shall include all BKI inspection findings
3. Final Report Submittal from BKI
 - Shall include all BKI inspection findings

SUPPLEMENTAL PHASE – REPAIRS DURING INSPECTION:

These services are to be performed during the Phase I seawall inspection. Emergency damages will be identified by the Consultant and reported to the City for approval for repair during the inspection. Repairs will be completed at the hourly rate as proposed in the Consultant's proposal and will have a maximum not to exceed as specified in Article IV.

B. CONSULTANT'S STANDARD OF CARE.

The Consultant represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, the Consultant is expected to perform all services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services under the same or similar circumstances. The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
 - 1. GIS/CAD files of:
 - a. Street Assets for reference;
 - b. Utility and unit sheets (if available)
 - c. As-built drawings (if available)
 - d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
 - e. Provide any other standard plans and details that may be relevant for use on the Project; and
 - f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

ARTICLE III. CONTRACT TIME AND SCHEDULE

- A. **DURATION:** This Agreement shall commence on the Effective Date and shall continue until and through a period of two (2) years.
- B. **EXTENSION:** This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by the City on an annual basis for no longer than three (3) one-year periods.
- C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the report phase as soon as necessary, concurrent with or immediately after the inspection phase. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and

credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

D. PHASE I SEAWALL INSPECTION: The services to be performed during the Inspection Phase shall be completed within **FORTY-FIVE (45)** calendar days from the date of issuance of the Notice to Proceed for this phase.

E. PHASE II FINDINGS/ASSESSMENT REPORT: The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED (120)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. DELAYS: The City may assess the Consultant \$1,500.00 per calendar day for each phase that is not completed by the deadline in the approved schedule, without further notice to the Consultant, to the extent the delay is caused solely by the Consultant. The City may deduct this penalty from payments due to the Consultant for services rendered under this Agreement up to a maximum amount for each phase equivalent to 25% of the total fee for that phase of work.

ARTICLE IV. COMPENSATION

A. FEES UNDER THIS AGREEMENT: The Consultant’s compensation for the services performed under this Agreement shall be in accordance with the follow fees:

PHASE I.	Seawall Inspection	\$160,982.00	(Not to Exceed)
PHASE II.	Findings/Assessment Report	\$88,960.00	(Lump Sum)
SUPPLEMENTAL PHASE	DIRECT COSTS (PRINTING)	\$204.00	(Not to Exceed)
SUPPLEMENTAL PHASE	Repairs During Inspection (Allowance)	\$25,000.00	(Not to Exceed)

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$275,146.00**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City’s Department of Finance has certified the availability of the additional funding. The City’s obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. **ACKNOWLEDGEMENTS:** The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

ARTICLE V. INVOICES

The Consultant shall submit monthly invoices showing the percentage and dollar amount of the Services provided to date for such submission and show a deduction of five percent (5%) of the amount earned to date as an amount to be retained by the Department until satisfactory completion of the required work. When each phase of work is satisfactorily completed, the retainage for that phase will be released.

The Consultant shall submit three (3) invoices in a format approved by the Department shall be submitted to the Department along with three (3) sets of back-up or verification documentation. Electronic files of the invoices and back-up documentation may be placed on a USB thumb drive or downloadable shared link for submittal.

ARTICLE VI. INDEMNITY.

A. **INDEMNITY:** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the "**Indemnified Parties**") harmless from and against: (1) any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

B. **LIMITATION:** The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that

neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

C. **INDEPENDENT DUTY**: The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

D. **EXPENSES**: The Consultant will bear all expenses, including without limitation the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VII. INSURANCE

A. **MINIMUM SCOPE OF INSURANCE**: At all times during the term of this Agreement, the Consultant, at its own expense, will maintain policies of insurance sufficient to provide the following minimum scope of insurance coverage:

1. ***Commercial General Liability ("CGL")***: Insurance Services Office ("ISO") Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. ***Automobile Liability***: ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
3. ***Workers' Compensation***: as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.
4. ***Professional Liability (Errors and Omissions)***: with limits no less than \$1,000,000.00 per claim.

B. **OTHER INSURANCE PROVISIONS**: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status:*** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. ***Primary Coverage:*** For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant’s coverage.
3. ***Claims Made Policies:*** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase “extended reporting” coverage for minimum of 5 years after the termination of this Agreement.
4. ***Waiver of Subrogation:*** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. ***Notice of Cancellation:*** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. ***Acceptability of Insurers:*** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION.

A. **NON – DISCRIMINATION:** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person’s race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant’s operations within the City of Mandeville or (2) any person seeking accommodations, advantages, facilities, privileges,

services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

B. NON – DISCRIMINATION IN EMPLOYMENT: In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant’s employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Consultant will require all subcontractors to comply with the requirements of this article.

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

A. INDEPENDENT CONTRACTOR STATUS: The Consultant is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. EXCLUSION OF WORKERS’ COMPENSATION COVERAGE: The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen’s Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for any reason, including for the purpose of Worker’s Compensation coverage.

C. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Consultant are outside the normal course and scope of the City’s usual business; and (c)

the Consultant has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.

D. WAIVER OF BENEFITS: The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE X. NOTICES

Except for any routine communication, any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City: Director, Department of Public Works
 City of Mandeville
 1100 Mandeville High Blvd
 Mandeville, La 70471

&

 City Attorney
 City of Mandeville
 3101 East Causeway Approach
 Mandeville, LA 70448

Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. OWNERSHIP OF DOCUMENTS: All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

Notwithstanding anything to the contrary contained herein, any tools, systems or information used by the Consultant to provide the Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and

the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of the Consultant or its suppliers.

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

B. CITY'S RIGHT TO APPROVE PERSONNEL: The City reserves the right to approve or reasonably disapprove all engineers, workers, and other field personnel assigned to the Project.

C. REMEDIES CUMULATIVE: No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

D. SURVIVAL OF PROVISIONS: All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.

E. ASSIGNABILITY: The Consultant will not assign any interest in this Agreement and will not transfer any interest in the same without the City's prior written consent.

F. JURISDICTION & VENUE: For all claims arising out of or related to this Agreement, the Consultant consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of St. Tammany and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.

G. GOVERNING LAW: This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

H. NON - WAIVER: The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such

noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

I. PERFORMANCE MEASURES: The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

J. SEVERABILITY: Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

K. RULES OF CONSTRUCTION: Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender.

L. NO THIRD PARTY BENEFICIARIES: This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. NON – EXCLUSIVITY FOR THE CITY: This Agreement is non-exclusive and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. CONFLICT OF INTEREST: To ensure that the Consultant’s efforts do not conflict with the City’s interests, and in recognition of the Consultant’s obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant’s performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant’s satisfactory performance of such Services.

P. OWNERSHIP INTEREST DISCLOSURE: The Consultant will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes hereof, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the City may, after thirty (30) days’ written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Q. SUBCONTRACTOR REPORTING: The Consultant will provide a list of all persons, natural or artificial, who are retained by the Consultant at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with the Consultant’s work for the city. In regard to any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the City, the Consultant must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Consultant fails to submit the required lists and notices, the City may, after 30 days’ written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

R. EMPLOYEE VERIFICATION: The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens;

(ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

S. **MODIFICATION**: This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

T. **NON – SOLICITATION STATEMENT**: The Consultant swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement

U. **CONVICTED FELON STATEMENT**: The Consultant swears that No Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records. The Consultant will confirm same through affidavit provided by City.

V. **COMPLETE AGREEMENT**: This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the City and the Consultant, through their duly

authorized representatives, execute this Agreement.

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

BURK-KLEINPETER, INC.

BY: _____

Henry M. Picard, III, PE, PLS, Senior Vice President

CORPORATE TAX I.D.