

THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_ AND SECONDED UPON INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_

ORDINANCE NO. 23-22

AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2023 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2).

**SECTION 1.** That a special tax of 6.87 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all of said property for the year 2023 for the purpose of paying general maintenance and operations of the City of Mandeville (**Tracking No. 5050001**).

**SECTION 2.** That a special tax of 1.00 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2023 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050002**).

**SECTION 3.** That a special tax of 0.99 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2023 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050008**).

**SECTION 4.** That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2023 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

AYES:0

NAYS:0

ABSTENTIONS:0

ABSENT:

and the Ordinance was declared adopted this \_\_\_th day of July, 2023

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Rick Danielson  
Council Chairman

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER MCGUIRE; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER**

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**ORDINANCE NO. 23-23**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF SQUARES 91 AND 92, TOWN OF MANDEVILLE, BOUNDED BY FLORIDA STREET, MONTGOMERY ST., SOULT ST., AND LOUVAL ST. MANDEVILLE, LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Mandeville City Council authorized the Mayor to obtain an appraisal and negotiate a purchase agreement with The Succession of John A. Marque, Sidney Rothschild, Succession of Erik Schwarz, Elizabeth Boyle, Elizabeth Goodgion, Frederic Schwarz, Adrienne Green, and Caecilie Schwarz (collectively “The Owners”), for the City’s acquisition of Squares 91 and 92 of Mandeville, St. Tammany Parish, Louisiana under Resolution No. 23-01, which was adopted on January 12, 2023; and

**WHEREAS**, an appraisal by Scoggin Appraisal & Consulting, dated September 13, 2022 estimated the fair market value of the immovable property to be \$921,600.00. Total costs of the appraisal was \$550.00. (See Appraisal attached hereto as Exhibit “A1”); and

**WHEREAS**, the City of Mandeville is desirous of obtaining municipal ownership of said property as described above for the purpose of taking it out of commerce, returning it to green space and using it for drainage and absorption purposes; and

**WHEREAS**, the Owners of that certain real property is desirous of selling said property to the City of Mandeville for a price of \$921,600.00 (fair market value of the land); and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Mayor of the City of Mandeville be authorized and empowered to execute all necessary documents on behalf of the City of Mandeville with the Owners in order to purchase the following described real estate for an amount up to but not to exceed \$921,600.00, plus reasonable closing costs associated with said transaction, and said conveyance from Seller shall be free and clear of all mortgages, judgments, liens, or other encumbrances:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto, belonging or in anywise appertaining thereto, situated in SQUARES 91 AND 92 OF THE TOWN OF MANDEVILLE, PARISH OF ST. TAMMANY, STATE OF LOUISIANA.

More fully described in the Property Description attached as Exhibit A to the Purchase Agreement, and incorporated herein as Exhibit A2.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect immediately upon the signature of the Mayor of the City of Mandeville; and

**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 \_\_\_\_th day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman



**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER DANIELSON; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER**

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**ORDINANCE NO. 23-24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF PLOT 12X, PART OF TRACT C, TOWN OF MANDEVILLE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Mandeville City Council authorized the Mayor to obtain an appraisal and negotiate a purchase agreement with Kaedea Meghanna Primes Trust, Nicola Gage Primes Trust, Estate of Charles M. Cassidy, Bette Cassidy, and Michael Patton Bush (collectively “The Owners”), for the City’s acquisition of approximately eight acres on Plot 12X, Being Part of Tract C of Old Golden Shores, City of Mandeville, St. Tammany Parish, Louisiana under Resolution No. 23-19, which was adopted on May 25, 2023; and

**WHEREAS**, an appraisal The McEnery Company, dated May 15, 2023 estimated the fair market value of the immovable property to be \$1,830,000.00. Total costs of the appraisal was \$1800.00. (See Appraisal attached hereto as Exhibit “A1”); and

**WHEREAS**, the City of Mandeville is desirous of obtaining municipal ownership of said property as described above for the purpose of taking it out of commerce, creating recreational and green space, using it for drainage and absorption purposes, and other purposes deemed appropriate by the City; and

**WHEREAS**, the Owners of that certain real property is desirous of selling said property to the City of Mandeville for a price of \$1,750,000.00; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Mayor of the City of Mandeville be authorized and empowered to execute all necessary documents on behalf of the City of Mandeville with the Owners in order to purchase the following described real estate for an amount up to but not to exceed \$1,750,000.00, plus reasonable closing costs associated with said transaction, and said conveyance from Seller shall be free and clear of all mortgages, judgments, liens, or other encumbrances:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto, belonging or in anywise appertaining thereto, situated 8 ACRES; 8 AC BEING PLOT 12 X BEING PART OF TRACT C PARCEL MEAS 823.25 X 250 X 497.88 X 38.68 X 185.32 X 592.44 X 115 X 223.00 X 525 250 SEC 46 8 11 GOLDEN SHORES CB 829 184 UNDIV 1/8 INT TO CHARLES D CASSIDY, UNDIV 1/24 INT TO ESTATE OF NATHAN W BUSH ESTATE OF JENNIFER CASSIDY BUSH

PRIMES MICHAEL P BUSH INST NO 1284710 INST NO 1349930 LESS PT  
SOLD INST NO 2141566 [OLD GOLDEN SHORES] OF THE TOWN OF  
MANDEVILLE, PARISH OF ST. TAMMANY, STATE OF LOUISIANA.

More fully described in the Property Description attached as Exhibit A to the Purchase Agreement, and incorporated herein as Exhibit A2.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect immediately upon the signature of the Mayor of the City of Mandeville; and

**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 \_\_\_\_th day of July , 2023

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman





(1 of 2)

0 N N CAUSEWAY BLVD

**ASSESSMENT**

TAX YEAR	2022
TAX DISTRICT	14
ASSESSMENT #	56502
OLD ASSESSMENT #	1140271926

**PROPERTY INFORMATION**

OWNER NAME	CASSIDY, CHARLES M
MAILING ADDRESS	26175 PLEASANT HILL RD MOUNT HERMON, LA 70450
PROPERTY ADDRESS	0 N N CAUSEWAY BLVD

Zoom In

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LAUREL ST

CINDY LOU PL

N CAUSEWAY BLVD

WAY BLVD

WAY BLVD

AY BLVD

CAUSEWAY BLVD

POND

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210

56492

56645

56801

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Zoom In

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Close

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY  
COUNCIL MEMBER DANIELSON; SECONDED FOR INTRODUCTION BY  
COUNCIL MEMBER \_\_\_\_\_**

**ORDINANCE NO. 23-25**

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO  
AMEND ORDINANCE NUMBER 22-17, THE CAPITAL BUDGET OF THE CITY OF  
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Article B, Financial Procedures of the Home Rule Charter provides that amendments to the adopted budget be made by ordinance; and,

**WHEREAS**, an amendment to the Capital Budget adopted for fiscal year 2022-2023, Ordinance Number 22-71, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2022-2023 City of Mandeville Capital Budget; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2022-2023, Ordinance Number 22-17, is hereby amended to include the budget amendments as set forth on the attached Exhibit A - Revised, incorporated as a part hereof, and be adopted for the 2022-2023 Fiscal Year Capital Budget.

**BE IT FURTHER ORDAINED**, that in all other respects the 2022-2023 Capital Budget adopted shall remain in full force and effect.

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

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

and the Ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Rick Danielson  
Council Chairman



Budget Amendment #7  
Ordinance #23-xx

Current  
Budget

Proposed  
Change

Revised  
Budget

Sewer Department Capital Expenditures:

212.21.020 Treatment Plant Sludge Removal

2,314,479.00

400,000.00

2,714,479.00

Unforeseen additional sand removal due to  
old curtain wall.



DIGITAL ENGINEERING & IMAGING, INC.

July 13, 2023

City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448  
Attn: City Council Members

Re: 2022 Striping Maintenance Contract  
City Project No. 700.22.002  
Task Order #1 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 1 of the 2022 Striping Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in black ink, appearing to read 'DLB' followed by a stylized flourish.

David LeBreton, P.E., PTOE, PTP  
Vice President

Enclosure: Pavement Markings, LLC  
Certificate of Substantial Completion

**SECTION 00625**  
**Certificate of Substantial Completion**

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Project: 2022 Striping Maintenance Contract

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Owner: City of Mandeville

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Owner's Project No.: 700.22.002

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Contractor: Pavement Markings, LLC

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Engineer's Project No.: 576-2003.04

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**This definitive Certificate of Substantial Completion applies to:**

- All Work under the Contract Documents:       The following specified portions of the Work:

Task Order 1

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June 14, 2023

\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date



DIGITAL ENGINEERING & IMAGING, INC.

July 3, 2023

City of Mandeville  
Department of Public Works  
1100 Mandeville High Blvd.  
Mandeville, LA 70471  
Attn: Keith LaGrange, Director

Re: 2022 Striping Maintenance Contract  
City Project No. 700.22.002  
Maintenance Contract Extension

Dear Mr. LaGrange,

It is our opinion that the current Maintenance Contractor for the above referenced project, Pavement Markings, Inc, continue holding the 2022 Striping Maintenance Contract and extend the contract period for an additional year in lieu of re-advertisement. With the rising costs of construction materials, the existing pricing is favorable to the City. The contractor has agreed to hold his existing pricing.

Since the contract's inception, there have been two task orders issued with a total Not to Exceed amount of \$135,000.00 out of the \$300,000.00 maximum contract aggregate limit. This extension will allow \$165,000.00 of remaining task order work for the City.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in black ink, appearing to read 'D. LeBreton, Jr.' with a stylized flourish at the end.

David G. LeBreton, Jr., P.E., PTOE, PTP  
Vice President

Attachments: Change Order #1

**SECTION 00650  
CHANGE ORDER**

**No. 1**

Date of Issuance: 07/13/2023 Effective Date: \_\_\_\_\_

Owner: City of Mandeville	Owner's Project No.: 700.22.002
Contract: 2022 Striping Maintenance Contract	Date of Contract: 07/20/2022
Contractor: Pavement Markings, LLC.	Engineer's Project No.: 576-2003.04

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Additional cost added to complete additional striping work per the city's request. Change Order No. 1 for \$10,000.00 increases the Task Order 2 amount from \$50,000.00 to \$60,000.00. The total contract price does not change.  
Extend contract by one (1) calendar year, until 7/20/2024.

**Attachments (list documents supporting change):**

City Engineer Concurrence Letter

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

<p>Original Contract Aggregate Limit:</p> <p style="text-align: center;"><b><u>\$300,000.00</u></b></p> <p>Increase from previously approved Change Orders: N/A</p> <p>Contract Price prior to this Change Order:</p> <p style="text-align: center;"><b><u>\$300,000.00</u></b></p> <p>Increase of this Change Order:</p> <p style="text-align: center;"><b><u>N/A</u></b></p> <p>Contract Price incorporating this Change Order:</p> <p style="text-align: center;"><b><u>\$300,000.00</u></b></p>	<p>Original Contract Times: <b>1 calendar year with the option to renew annually, up to three years</b></p> <p>Increase from previously approved Change Orders: N/A</p> <p>Contract Times prior to this Change Order: <b>1 calendar year</b></p> <p>Increase of this Change Order: <b>1 calendar year</b></p> <p>Contract Times with all approved Change Orders: <b>2 calendar years total (with the option to renew for one final additional calendar year in 2024)</b></p>
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RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized)
Date: _____	Date: _____	Date: _____





DIGITAL ENGINEERING & IMAGING, INC.

July 13, 2023

City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448  
Attn: City Council Members

Re: 2022 Striping Maintenance Contract  
City Project No. 700.22.002  
Task Order #2 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 2 of the 2022 Striping Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in black ink, appearing to read 'D LeBreton'.

David LeBreton, P.E., PTOE, PTP  
Vice President

Enclosure: Pavement Markings, LLC  
Certificate of Substantial Completion

**SECTION 00625**  
**Certificate of Substantial Completion**

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Project: 2022 Striping Maintenance Contract

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Owner: City of Mandeville

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Owner's Project No.: 700.22.002

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Contractor: Pavement Markings, LLC

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Engineer's Project No.: 576-2003.04

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**This definitive Certificate of Substantial Completion applies to:**

All Work under the Contract Documents:       The following specified portions of the Work:

Task Order 2

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June 14, 2023

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Date of Substantial Completion

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The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

Amended Responsibilities       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

**SECTION 00650**  
**CHANGE ORDER**

No. 02

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Owner: City of Mandeville	Owner's Contract No.: C202209201
Contract: Wastewater Treatment Plant Sludge Removal	Date of Contract: 11/1/2022
Contractor: Synagro South, LLC.	Engineer's Project No.: 2021-02

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

This change order will allow the Contractor to remove approximately 936 dry tons of biosolids at a reduced contract unit price to finish dredging all 3 ponds. During the current dredging of Lagoon #2, sand was present in the biosolids on the north and south end of the pond and increased the overall allotted dry tonnage. During the initial pond survey, the amount of sand was not measurable due to the quantity of biosolids and the locations probed. Using the survey, the tonnage was calculated using 10.6% dry solids based on samples pulled. Due to the presence of sand, the biosolids percentage increased to 40% dry solids which caused the overall dry tonnage to increase. With this change order, the Contractor will remove approximately 200 dry tons of biosolids remaining in Lagoon #2 and remove the estimated 736 dry tons from Lagoon #3.

**Attachments (list documents supporting change):**

N/A

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

**\$1,406,175.000**

Increase from previously approved Change Orders No. 1:

**\$ 750,000.00**

Contract Price prior to this Change Order:

**\$2,156,175.00**

Increase of this Change Order:

**\$ 400,000.00**

Contract Price incorporating this Change Order:

**\$2,556,175.00**

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): **April 30, 2023**

Ready for final payment (days or date): **May 30, 2023**

Increase from previously approved Change Orders No. 1:

Substantial completion (days): **60**

Ready for final payment (days): **60**

Contract Times prior to this Change Order:

Substantial completion (days or date): **June 30, 2023**

Ready for final payment (days or date): **July 30, 2023**

Increase of this Change Order:

Substantial completion (days or date): **31**

Ready for final payment (days or date): **31**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **July 31, 2023**

Ready for final payment (days or date): **August 31, 2023**

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

INTRODUCED BY COUNCIL MEMBER DANIELSON AND SECONDED FOR  
ADOPTION BY COUNCIL MEMBER \_\_\_\_\_

RESOLUTION NO. 23-27

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 RICHARD C. LAMBERT CONSULTANTS, LLC AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

**WHEREAS**, the City desires to enter into a professional services agreement with Richard C. Lambert Consultants, LLC for professional services for the Old Mandeville Waterlines Project Project (“Project”). The scope of the Project is to provide professional design services for a project in Old Mandeville that consists of replacing aging waterlines, upsizing to 8” minimum where required, replacing all hydrants, services, adding valves, and transferring services on a number of lines. The streets include Montgomery (Foy to Colbert), Jackson (Livingston to Jefferson), Monroe (Jackson to Atalin), and Madison (Jackson to Atalin); and

**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 Richard C. Lambert Consultants, LLC for professional design 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF**  
**MANDEVILLE AND**  
**RICHARD C. LAMBERT CONSULTANTS, L.L.C.**

**COM PROJ. NO. 211.23.005**  
**OLD MANDEVILLE WATERLINES PROJECT**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Richard C. Lambert Consultants, L.L.C. represented by Richard C. Lambert, P.E., Member/Manager, (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 June 28, 2023 (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 a project in Old Mandeville that consists of replacing aging waterlines, upsizing to 8” minimum where required, replacing all hydrants, services, adding valves, and transferring services on a number of lines. The streets include Montgomery (Foy to Colbert), Jackson (Livingston to Jefferson), Monroe (Jackson to Atalin), and Madison (Jackson to Atalin).

Consultant is to perform each of the services and provide all deliverables as set forth in this



Article and elsewherein 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 locationof 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 properconnections

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**

### Survey Submittal

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 survey work.

## **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 120 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 75 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) sets 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
- Observe, 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 total of 40 hours is estimated for this task.

- 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 PRELIMINARY DESIGN:** The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED AND NINETY-FIVE (195)** 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 **FORTY-FIVE (45)** 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 ( <i>as needed</i> )		<b>\$63,306.10</b>	(Lump Sum
PHASE II.	Preliminary Design		<b>\$84,751.88</b>	(Lump Sum)
PHASE III.	Environmental Study ( <i>if requested</i> )		<b>NOT USED</b>	(Lump Sum)
PHASE IV(a)	Final Design		<b>\$42,375.94</b>	(Lump Sum)
PHASE IV(b)	Bid & Award		<b>\$10,593.99</b>	(Lump Sum)
PHASE V(a)&V(b)	Construction Administration & Closeout		<b>\$74,157.90</b>	(Lump Sum)
PHASE V(c)	Inspection, Reporting, & Verification		<b>\$127,440.00</b>	(Hourly, NTE) (If requested by the City)

PHASE VI(a)          Permitting          **\$7,500.00**          (Hourly, NTE)

**B.    MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$410,125.81**. 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 1.2 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.

**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 \_\_\_\_\_, 2023.

**FORM AND LEGALITY APPROVED:**

**Law Department**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**RICHARD C. LAMBERT CONSULTANTS, L.L.C.**

**BY:** \_\_\_\_\_

**RICHARD C. LAMBERT, P.E.**

**MEMBER / MANAGER**

\_\_\_\_\_  
**CORPORATE TAX I.D.**

**INTRODUCED BY COUNCIL MEMBER KRELLER AND SECONDED FOR  
ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 23-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
A CONTRACT WITH THE APPARENT LOWEST RESPONSIVE AND  
RESPONSIBLE BIDDER M & J CIVIL CONSTRUCTION, LLC; AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with M & J Civil Construction, LLC for professional services for the East Causeway Approach Sidewalks Project (“Project”). The scope of the Project is to construct a 6-foot wide, 6- inch thick concrete sidewalk along the sloped roadside of East Causeway Approach. The work includes earthwork, sodding, concrete curbing, handicap curb ramps, striping, minor drainage alterations, and other associated work; and

**WHEREAS**, on June 28, 2023, the City received eleven (11) bids for the East Causeway Approach Sidewalks Project. The City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

**WHEREAS**, Digital Engineering & Imaging, Inc. has reviewed the bids on the above referenced project. The lowest responsive and responsible bidder was M & J Civil Construction, LLC LA Lic. #73986. Based upon the Revised Statutes that the City operates under, Digital Engineering & Imaging, Inc recommends awarding the contract to M & J Civil Construction, LLC.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mandeville in regular session assembled on the 13th day of July, 2023 acting pursuant to the recommendation of Digital Engineering & Imaging, Inc. that the base bid in the amount of \$399,269.06 be accepted from M & J Civil Construction, LLC.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Mandeville hereby authorizes the Mayor to execute a contract between the City of Mandeville and M & J Civil Construction, LLC. LA Lic. #73986, attached hereto and made a part of this resolution hereto.

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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

July 3, 2023

City of Mandeville  
Department of Public Works  
1100 Mandeville High Blvd.  
Mandeville, LA 70471  
Attn: Keith LaGrange, Director

Re: E. Causeway Approach Sidewalks Project  
City Project No. 700.22.007  
Recommendation of Award

Dear Mr. LaGrange,

On Wednesday, June 28, 2023, bids for the above referenced project were received and read aloud in the Council Chambers. Eleven (11) bids were received. The results were tabulated and reviewed and are presented in the attached spreadsheet.

Digital Engineering & Imaging, Inc. recommends award of the bid to the lowest responsive and responsible bidder, M & J Civil Construction, LLC (LA Lic. #73986). The amount of the lowest responsive bid is \$399,269.06, which is 2% below the Engineer's Estimate. All documents of the low bid (attached) appear to be in order, and the required post-bid documents were received in a timely manner.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in black ink, appearing to read 'D LeBreton', is written over a faint, illegible printed name.

David LeBreton, P.E., PTOE, PTP  
Vice President

Attachments: Bid Tabulation, Required Bid Documents





SECTION 00 05 20

AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_ City of Mandeville \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
M & J Civil Construction, LLC \_\_\_\_\_ (“Contractor”).  
Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work of this contract consists of constructing concrete sidewalks, handicapped curb ramps, concrete curbs, earthwork, and minor drainage alterations.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

E. Causeway Approach Sidewalks  
City Project No. 700.22.007  
City of Mandeville

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Digital Engineering & Imaging, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. After a 30 day assembly period, the Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 105 days after the date when the Contract

Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor additional liquidated damages for extended Resident Inspection fees and extended Construction Administration fees. Resident Inspection fee shall not exceed \$600.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. Construction Administration fee shall not exceed \$400.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work required to complete the project, a lump sum of: \$ 399,269.06

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.
- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by the Engineer.

**ARTICLE 7 – RESERVED.**

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00 05 20-1 to 00 05 20-8, inclusive).

2. Performance bond (pages 00 06 10-1 to 00 06 10-2, inclusive).
  3. Payment bond (pages 00 06 10-3 to 00 06 10-5, inclusive).
  4. General Conditions (pages 00 07 00-1 to 00 07 00-60, inclusive).
  5. Supplementary Conditions (pages 00 08 00-1 to 00 08 00-11, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual. \
  7. Drawings consisting of 43 sheets with each sheet bearing the following general title: E. Causeway Approach Sidewalks.
  8. (Not used.)
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has

continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

10.07 *Governing Law, Venue, and Attorney's Fees*

- A. This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. In the event of dispute hereunder, all matters shall be exclusively heard in the 22nd Judicial District Court, St. Tammany Parish, Louisiana with the prevailing party being entitled to the recovery of reasonable attorney's fees and costs from the non prevailing party after final and non-appealable judgment.

10.08 *Fiscal Funding*

- A. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City of Mandeville. If the City fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by any means provided in the appropriations act, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.10 *Taxes and Licenses*

- A. Contractor shall be responsible for all taxes arising out of or related to this Contract and obtain all licenses and permits necessary for the performance of this Contract.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Mandeville \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Digital Engineering \_\_\_\_\_

\_\_\_\_\_

Chase Center, 3500 Highway 190, Suite 201 \_\_\_\_\_

\_\_\_\_\_

Mandeville, LA 70471 \_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

\_\_\_\_\_

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY  
COUNCIL MEMBER \_\_\_\_\_, SECONDED FOR INTRODUCTION BY COUNCIL  
MEMBER \_\_\_\_\_**

**ORDINANCE NO. 23-28**

**AN ORDINANCE FOR THE CITY OF MANDEVILLE SPECIFYING “NO PARKING”  
ON THE SOUTH SIDE OF CLAIBORNE BETWEEN CARROLL AND LAFITTE IN  
ACCORDANCE WITH SECTION 10.64 “REGULATIONS AT SPECIFIC  
LOCATIONS” OF THE CODE OF ORDINANCE OF THE CITY OF MANDEVILLE  
AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Chapter 10, Section 10-64 of the Mandeville Code of Ordinances outlines stopping, standing, and parking regulations for specific locations; and

**WHEREAS**, it is necessary that the City’s parking regulations and specific locations be reviewed from time to time to adequately reflect current conditions; and

**WHEREAS**, as part of that review process, the Mandeville City Council deemed that the parking regulations on Claiborne be further clarified to reflect residents’ concern that the width of the street no longer effectively accommodates two-way traffic in light of current traffic patterns and vehicle design; and

**WHEREAS**, the Mandeville City Council desires to specify “no parking” on the south side of Claiborne between Carroll and Lafitte, and the same ordinance requires the City to install signs or markings to give notice of such regulations, restrictions and prohibitions; and

**WHEREAS**, Section 10-64 of the City of Mandeville Code of Ordinances states that it shall be unlawful for the operator of a vehicle to violate or fail to comply with any sign prohibiting parking and be subject to a fine for any violation thereof;

**THEREFORE, BE IT ORDAINED**, the City Council pursuant to the authority vested in the City Council and Mayor under the provisions of Section 10-64 of the Code of Ordinances for the City of Mandeville, that parking on the south side of Claiborne between Carroll and Lafitte be prohibited; and

**BE IT FURTHER ORDAINED** any person or persons found to have violated the provisions of this ordinance be fined in accordance with the Fee and Fine Schedule set forth in the Code of Ordinances, Appendix C.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon the signature of the Mayor;

**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: 0
- NAYS: 0
- ABSTENTIONS: 0
- ABSENT: 0

and the Ordinance was declared adopted this \_\_ day of July, 2023.

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman