

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



Liquor License Application

- 1. Liquor license to be issued to: Blue Crystal LLC DBA: Kellys Coastal Cabana
- 2. Legal name(s): Individual, Partners, or Corporation Blue Crystal LLC
- 3. Apply for: Class "A" Class "B" / High Content Low Content / Restaurant
- 4. Business location address: 124 Girod Street Mandeville LA 70448
Address City State Zip
- Telephone (985) 231-6623
- 5. Mailing address 124 Girod Street Mandeville LA 70448
Address City State Zip
- 6. Contact Person Zakary Super Phone Number (985) 807-3895
E-Mail Address: zak@catkellys.com Fax Number () Web Address catkellys.com
- 7. Type of organization: Individual (Complete line A only) Partnership Corporation Non-Profit LLP LLC Other

8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A. Zakary Super Member [Redacted] 33

Resident Address City State Zip Home Phone Number

B. Tony Super Member [Redacted] 33

Name Title SSN % Owned

Resident Address City State Zip Home Phone Number

C. Daniel G. Sinclair Jr. Member [Redacted] 33

Name Title SSN % Owned

Resident Address City State Zip Home Phone Number

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? If yes, list.

Trade name Owner's name Address License #

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
 If yes: Name Location:

11. Has applicant applied for state liquor license? Yes

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

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

14. Is applicant the owner of the premises to be occupied? Yes
If no, does applicant hold a bona fide written lease? (Supply copy of lease with application.)

15. If premises leased, give name and address of lesser.

16. Describe the part of the building to be occupied by business: Entire Building

17. Open date for this location 3-8-24

18. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Restaurant

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

I affirm that the information given on this application is true and correct.
Signature of Applicant [Signature] Title: 2-23-24
Signature of Preparer [Signature] Date 2-23-24



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

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

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

If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
14. Have you ever used any other name than the one given herein? <u>NO</u>				

Name	Placed Used	Date
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AFFIDAVIT

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

Subscribed and sworn to me before this 26 day of Feb, 2024.

TRACY A SALVAGGIO
 Notary Public #84772
 State of Louisiana

Notary Public

My Commission is issued for Life

[Signature]
Signature of Applicant

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



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

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

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

Trade Name	Address	Kind of Business	License #	%Owned
14. Have you ever used any other name than the one given herein? _____				
Name	Placed Used	Date		

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

Subscribed and sworn to me before this 26 day of Feb, 2024.

[Signature]
 TRACY A SALVAGGIO
 Notary Public #84772
 State of Louisiana

[Signature]
 Signature of Applicant



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

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

1. Trade Name of Business Kellys Coastal Cabana
 2. What is your name? Daniel S. Sinclair Jr.
 3. Residence address? [REDACTED]
 4. Date of Birth [REDACTED] Place of Birth [REDACTED]
 5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
 6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
 7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
 8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? YES
 9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? YES
 10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
 11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
 12. If married is husband or wife eligible for license? N/A
 13. Have you or your spouse any interest in an establishment holding a current liquor license? YES
 If so, list the following:
- | Trade Name | Address | Kind of Business | License # | % Owned |
|--------------------------------|----------------------------|------------------|----------------|------------|
| <u>Courington Country Club</u> | <u>200 Country Club Dr</u> | <u>Lakeview</u> | <u>52-9185</u> | <u>100</u> |

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

AFFIDAVIT

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

Subscribed and sworn to me before this 26 day of FEB, 20 24.

TRACY A SALVAGGIO
 Notary Public #84772
 State of Louisiana

Notary Public

My Commission is issued for Life [Signature]
 Signature of Applicant

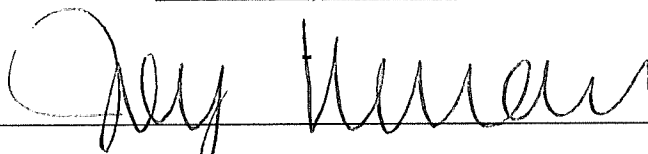
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

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

1/31/2024, 2/7/2024



Joy Newman, Public Notices Representative

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

7 Feb 2024



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 71509

PUBLIC NOTICE

We are applying to the Office of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of St. Tammany, at the following address: Blue Crystal, LLC, d/b/a Kelly's Coastal Cabana, 124 Girod St., Mandeville, LA 70448. Zakary Super, Member. 1/31, 2/7, 2T. 71509

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

RESOLUTION NO. 24-09

**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 MANCHAC CONSULTING GROUP INC. TO WORK WITH THE
CITY TO ADJUST WATER RATE STRUCTURES AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS; The Louisiana Division of Administration contracted Manchac Consulting Group, LLC to prepare the Water and Wastewater Utility Rate Study for the City of Mandeville; and

WHEREAS, the Rate Study was completed in October 2023 and was accepted by the City of Mandeville Staff and City Council on the day of November 16, 2023; and

WHEREAS, the City desires to enter into a professional services agreement with Manchac Consulting Group, Inc. to provide rate model support to the City, specifically, for the purpose of examining the impacts of creating a water demand charge that is based on meter size, examining adding additional tiers to the water volume rate, and developing a wastewater volume rate based on planned changes in the way the City will be billing wastewater; 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 Manchac Consulting Group, Inc., for continued services related to the rate model structures 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 _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



Manchac Consulting Group, Inc.

Standard Billing Rate Schedule

2024

CATEGORIES	HOURLY BILLING RATE
Professional Engineering Services	
Principal (P.E.)	\$290.00
Senior Project Manager (P.E.)	\$240.00
Project Manager II (P.E.)	\$205.00
Project Manager I (E.I.)	\$130.00
Senior Project Engineer (P.E.)	\$195.00
Project Engineer II (P.E.)	\$220.00
Project Engineer I (E.I.)	\$120.00
Professional Engineering Support Services	
CADD Designer /GIS Technician II	\$130.00
CADD Drafter / GIS Technician I	\$110.00
Construction Manager	\$155.00
Resident Project Representative	\$90.00
Utility Operational Support Services	
Senior Utility Operations Manager	\$130.00
Utility Operator II	\$110.00
Utility Operator I	\$95.00
Utility Maintenance II	\$110.00
Utility Maintenance I	\$75.00
Project Support Services	
Data Manager	\$125.00
Document Control Specialist	\$75.00
Field Services Equipment	
Combination Vac Truck & CCTV Van	\$500.00

THIS IS AN AGREEMENT effective as of _____, 2024, ("Effective Date") between CITY OF MANDEVILLE ("CITY") and MANCHAC CONSULTING GROUP, INC. ("MANCHAC").

A. MANCHAC has been retained by CITY to provide services under this Agreement TO perform the following Project, generally described as follows:

The scope of work for this Agreement is generally to provide rate model support to the CITY. MANCHAC have previously developed a rate model for the City of Mandeville and the City has asked for continued services to be provided. Most of the work associated with this task will be working with the City to adjust rate structures. Specifically, examining the impacts of creating a water demand charge that is based on meter size, examining adding additional tiers to the water volume rate, and developing a wastewater volume rate based on planned changes in the way the City will be billing wastewater. For each change, a detailed spreadsheet showing how customer bills will change will be created. MANCHAC will also provide a PowerPoint outlining these changes, potential pros and cons of each change as well as the impacts to ratepayers. MANCHAC's Project Manager will attend up to two meetings with City Staff and/or the City Council."

B. MANCHAC is to perform the services referred to herein as "Project".

C. MANCHAC shall be the general administrator and coordinator of the Professional services for the Project, and shall facilitate the exchange of information among the consultants retained by CITY for the Project as necessary for the coordination of their respective services.

D. MANCHAC shall provide services under this Agreement as CITY'S consultant for the Project, shall be solely responsible for the means and methods used in providing these services under this Agreement, is independent of the CITY, and is not a joint venture with CITY.

CITY and MANCHAC in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1 – SERVICES OF COMITE

1.01 Scope

A. MANCHAC shall provide the Basic Services set forth herein and in accordance with the fee schedule that is attached hereto as Exhibit A.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.01 General

A. CITY shall have the responsibilities set forth herein.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 General

A. MANCHAC’S services and compensation under this Agreement have been agreed to assuming the orderly and continuous progress of the Project through completion.

B. If in this Agreement specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of MANCHAC, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project, the time of performance of MANCHAC’S services shall be subject to equitable adjustment.

C. For purposes of this Agreement, the term “day” means a calendar day of 24 hours.

3.02 Suspension

A. If CITY fails to give prompt written authorization to proceed with any phase of the services after completion of the immediately proceeding phase, or if MANCHAC’S services are delayed through no fault of MACHAC, MANCHAC may, after giving seven days written notice to CITY, suspend services under this Agreement.

B. If MANCHAC’S services are delayed or suspended in whole or in part by CITY, or if MANCHAC’S services are extended by CITY’S actions or inactions for more than 90 days through no fault of MANCHAC, MANCHAC may be entitled to an adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect responsible costs incurred by MANCHAC in connection with, among other things, such delay or suspension and reactivation and the fact that the time of performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO COMITE

4.01 Methods of Payment for Services of MANCHAC

A. *For Basic Services.* CITY shall pay MANCHAC a fee not to exceed **\$25,000.00** for Basic Services, as outlined herein.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with MANCHAC'S standard invoicing practices and will be submitted to CITY by MANCHAC.

B. *Approval of Invoices.* CITY shall review invoices submitted by MANCHAC within 15 days of receipt and shall promptly either approve said invoices or notify MANCHAC of any disputed items. Approval of invoices by CITY shall not be unreasonably withheld.

C. *Unpaid Invoices.* If CITY has received and approved an invoice from MANCHAC for services, and if thereafter CITY fails to pay MANCHAC for the services and expenses covered by such invoice within 60 days of said invoice from COMITE.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 5.04, MANCHAC will be entitled to invoice CITY and will be paid in accordance with this Agreement for all services satisfactorily performed or furnished as determined by CITY, including Reimbursable Expenses and MANCHAC charges incurred through the effective date of termination.

2. In the event of termination by CITY for convenience or by MANCHAC for cause, MANCHAC, shall be entitled to invoice CITY and shall be paid for related close-out costs that are pre-approved by CITY, said approval will not be unreasonably withheld or delayed.

E. *Records of MANCHAC'S Costs.* Records of MANCHAC'S costs pertinent to MANCHAC'S compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify MANCHAC'S charges and upon CITY'S reasonable request, copies of such records will be made available to CITY at cost.

F. *Legislative Actions.* In the event of any legislative actions after the Effective Date of this Agreement by any level of government that impose taxes, fees or costs on MANCHAC services in connection with this Project, such new taxes, fees or costs shall be invoiced to and paid by CITY as a Reimbursable Expense to which a factor of 1.0 shall be applied. Should such costs be imposed, they shall be in addition to COMITE'S estimated total compensation.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional and related services performed or furnished by MANCHAC under this Agreement will be the care and skill ordinarily used by members of MANCHAC'S profession practicing under similar circumstances at the same time and in the same locality. MANCHAC makes no warranties, express or implied, under this Agreement or otherwise, in connection with these services.

B. MANCHAC shall be responsible for the technical accuracy of its services, data and Documents resulting therefrom, and the CITY shall not be responsible for discovering deficiencies therein. MANCHAC shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in CITY-furnished information.

C. MANCHAC shall maintain on file in legible form, for a period of five years following the completion of its services, all its Documents, records (fiscal and other) and design calculations pertinent to its performance under this Agreement. A copy of these shall be available to the CITY at cost.

D. MANCHAC may employ consultants, as MANCHAC deems necessary to assist in performance or furnishing of such services. MANCHAC shall not be required to employ any consultants unacceptable to CITY.

E. CITY and MANCHAC shall comply with applicable Laws and Regulations and with standards mandated by CITY. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CITY'S responsibilities and to the scope, schedule, and compensation of or for the MANCHAC'S services.

F. Unless indicated otherwise by CITY at the time of transmittal to MANCHAC, CITY shall be responsible for, and MANCHAC may rely on, the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CITY pursuant to this Agreement.

G. MANCHAC shall not be requested to sign any documents, no matter by whom requested, that would result in MANCHAC'S having to certify, guarantee or warrant the existence of conditions whose existence MANCHAC cannot ascertain and, within the scope of MANCHAC'S services hereunder have not been and could not be ascertained. CITY agrees not to make resolution of any dispute with MANCHAC or payment of any amount due to MANCHAC in any way contingent upon MANCHAC signing any such certification.

H. Material, Equipment and Services to be Provided. MANCHAC agrees to provide all equipment and consulting services necessary to perform MANCHAC'S obligations under this AGREEMENT except as otherwise expressly provided herein. MANCHAC agrees to provide all other necessary manpower, materials, equipment, services and facilities necessary to complete the Project as called for by this AGREEMENT and agrees to bear the cost of all analytical costs as applicable.

5.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, MANCHAC and CITY shall designate specific individuals to serve as MANCHAC'S and CITY'S representatives with respect to the services to be performed or furnished by MANCHAC under this Agreement. Such individuals shall have the authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

5.03 Use of Documents

A. All Documents prepared or furnished by MANCHAC pursuant to this Agreement are instruments of service in respect to the Project and MANCHAC may retain an ownership and property interest therein (including the right of re-use at the discretion of MANCHAC) whether or not the Project is completed

B. Copies of CITY-furnished data that may be relied upon by MANCHAC are limited to the printed copies (also known as hard copies) that are delivered to MANCHAC. Files in electronic media format of text, data, or graphics, or of other types that are furnished by CITY to MANCHAC are only for convenience of MANCHAC. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by MANCHAC. Files in electronic media format of text, data, or graphics, or of other types that are furnished by MANCHAC to CITY are only for the convenience of CITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. However, if MANCHAC'S electronic files are delivered to CITY for CITY'S delivery, the 60-day acceptance period will be corrected by the party delivering the electronic files. MANCHAC shall not be responsible to maintain documents stored in electronic media format after acceptance by CITY.

E. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

F. When transferring documents in electronic media format, neither MANCHAC nor CITY make representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by MANCHAC and CITY, respectively, at the completion of the Project.

G. CITY may make and retain copies of Documents for information and reference in connection with the use and occupancy of the Project by CITY'S related design services. Such Documents are not intended or represented to be suitable for re-use by CITY, CITY'S, or others on extensions of the Project or on any other project. Any such re-use or modification without written verification or adaptation by MANCHAC as appropriate for the specific purpose intended will be at the re-user's sole risk and without liability or legal exposure to MANCHAC or to MANCHAC'S consultants.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle MANCHAC to further compensation at rates to be agreed upon by CITY and MANCHAC.

5.04 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause:*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days or receipt of such notice, to correct its failure to perform and proceed diligently to cure such failure within no more than 30 days of receipt thereof. However, if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

b. By MANCHAC:

1) upon seven days written notice if MANCHAC believes that MANCHAC is being requested by CITY to furnish or perform services contrary to MANCHAC'S responsibilities as a licensed professional; or

2) upon seven days written notice if MANCHAC'S services for the Project are delayed or suspended for more than 90 days for reasons beyond MANCHAC'S control.

3) MANCHAC shall have no liability to CITY on account of termination under paragraph 5.06.A.

2. *For convenience:*

a. By CITY effective upon receipt of notice by MANCHAC.

b. By MANCHAC, if MANCHAC'S services under this Agreement cannot be performed because of a Hazardous Environmental Condition.

B. CITY may establish the effective date of termination under paragraph 5.04A.1 up to 30 days later than otherwise provided to allow MANCHAC to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials for the Project in orderly files.

5.05 Insurance

- A. MANCHAC shall secure and maintain, at its expense, such insurance that will protect it, and the CITY, from claims under the Louisiana Worker's Compensation laws, and any claims for bodily injury, death, or property damage which may arise from the error, or omission, or negligence of MANCHAC, its employees, or assigns, of professional services provided under this Agreement.
- B. All certificates of insurance shall be furnished to the CITY, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the CITY, in writing. MANCHAC shall provide proof of liability and workers' compensation insurance to CITY with \$1,000,000.00 minimum limits. (Said policies and Declaration sheets to be delivered to the CITY before commencement of work performed under this Agreement.)
- C. The CITY shall be named an additional insured and a waiver of subrogation in favor of the CITY shall be indicated on the certificate of insurance.

5.06 Dispute Resolution

- A. CITY and MANCHAC agree to negotiate all disputes between them in good faith for a period of ten days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.

5.07 Hazardous Environmental Condition

- A. CITY has disclosed all data available to CITY concerning known or suspected Hazardous Environmental Conditions or has represented that, to the best of CITY'S knowledge, a Hazardous Environmental Condition does not exist at or near the site.
- B. Based on CITY'S disclosures and representations to MANCHAC, to the best of its knowledge, has disclosed to MANCHAC the existence of all known Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material, if any, located at or near the Site including type, quantity and location.
- C. If any Hazardous Environmental Condition is encountered, or alleged, MANCHAC shall have the obligation to notify CITY and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that MANCHAC'S scope of work does not include any services related to an undisclosed Hazardous Environmental Condition. In the event MANCHAC or any party encounters a Hazardous Environmental Condition, MANCHAC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CITY or other appropriate party: (i) retains appropriate specialist MANCHAC(s) or CITY(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CITY acknowledges and agrees that MANCHAC is performing professional services for CITY and that MANCHAC is not and shall not be required to become an “arranger”, “operator”, “generator”, or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liabilities Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with MANCHAC’S activities under this Agreement.

5.08 Allocation of Risks

A. *Indemnification.*

1. To the fullest extent permitted by law, MANCHAC shall indemnify, hold harmless, and defend the CITY, CITY’S consultants, CITY’S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to, all fees and charges of CITY’S, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of MANCHAC or MANCHAC’S officers, directors, partners, employees, or MANCHAC’S consultants in the performance and furnishing of MANCHAC’S services under this Agreement.

2. To the fullest extent permitted by law, CITY shall indemnify and hold harmless MANCHAC, and MANCHAC’S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to, all fees and charges of CITY’S, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY’S officers, directors, partners, employees, and CITY’S consultants with respect to this Agreement.

3. To the fullest extent permitted by law, MANCHAC’S total liability to CITY and anyone claiming by, through, or under CITY for any cost, loss or damages caused in part by the negligence of MANCHAC, including those for whom MANCHAC is responsible, and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that MANCHAC’S negligence bears to the total negligence of CITY, MANCHAC, and all other negligent entities and individuals.

4. To the fullest extent permitted by law, CITY’S total liability to MANCHAC and anyone claiming by, through, or under MANCHAC for any cost, loss or damages caused in part by the negligence of CITY, and in part by the negligence of MANCHAC or any other negligent entity or individual, shall not exceed the percentage share that CITY’S negligence bears to the total negligence of MANCHAC, CITY, and all other negligent entities and individuals.

5. CITY’S indemnity with respect to a Hazardous Environmental Condition, if any, is contained in the Prime Agreement.

5.09 Appropriation of Funds

A. The continuation of this Contract is contingent upon the appropriation of funds by CITY to fulfill the requirements of the Contract. If CITY fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

B. *NON-APPROPRIATION CLAUSE.* MANCHAC acknowledges that CITY is a governmental entity, and the Contract's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of CITY's obligations under this Contract, then this Contract shall automatically expire without penalty to CITY thirty (30) days after written notice to MANCHAC of the unavailability and non-appropriation of public funds. It is expressly agreed that CITY shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only if necessitated by the fiscal needs of the CITY, which affects generally its governmental operations.

C. In the event of a change in CITY's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects CITY's authority to continue its obligations under this Contract, then this Contract shall automatically terminate without penalty to CITY upon written notice to MANCHAC of such limitation or change in CITY's legal authority.

5.10 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

5.11 Survival

A. All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

5.12 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and MANCHAC, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Waiver

A. Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.14 Successors, Assigns, and Beneficiaries

A. CITY and MANCHAC each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and MANCHAC are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CITY nor MANCHAC may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. 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 this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CITY or MANCHAC to any CITY, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and MANCHAC and not for the benefit of any other party.

5.15 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located unless designated otherwise in the Prime Agreement.

5.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 6 – ATTACHMENTS AND EXHIBITS

6.01 No Attachments Included

6.02 Exhibits Included

A. Exhibit A

6.03 Total Agreement

A. This Agreement constitutes the entire agreement between CITY and MANCHAC and supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY: City of MANDEVILLE

By: _____

Date Signed: _____

Address for giving notices:

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

Designated Representative (paragraph 6.02.A):
Name: Keith LaGrange
Title: Director Public of Works
Phone Number: 985-624-3169
E-Mail Address: klagrange@cityofmandeville.com

MANCHAC: Manchac Consulting Group, Inc.

By: _____

Date Signed: _____

Address for giving notices:

Manchac Consulting Group, Inc.

10542 S. Glenstone Place
Baton Rouge, LA 70810

Designated Representative (paragraph 6.02.A):
Name: Andrew Alleman, P.A.
Phone Number: 225-448-3972
E-Mail Address: aalleman@manchacgroup.com
Website: www.manchacgroup.com

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

RESOLUTION NO. 24-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND
CSRS, LLC FOR THE INCLUSION OF ADDITIONAL SCOPE, PRICE CHANGE AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with CSRS, LLC (“Consultant”), through which Consultant provides professional services to the City of Mandeville for a hydraulic impact analysis for the Ravine Aux Coquille Watershed Modeling Project and has been in effect since June 28, 2023; and

WHEREAS, the June 28, 2023 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

WHEREAS, the Amendment contemplates additional scope to the Agreement which includes professional services for survey, environmental, H&H study, design, permitting, bidding, construction administration, and if requested resident inspection for the drainage improvements at 310 Lafayette Street, Mandeville, LA related to the hydraulic impact analysis of Ravine Aux Coquilles, price change on a task order basis, with no change to the duration of the Agreement;

WHEREAS, the City and the Consultant now desire to further amend the Agreement to include the proposed additional scope and price.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the June 28, 2023 Professional Services Agreement with CSRS, LLC, as set forth in Amendment No. 1 to the Professional Services Agreement to address professional services for survey, environmental, H&H study, design, permitting, bidding, construction administration, and if requested resident inspection for the drainage improvements at 310 Lafayette Street, Mandeville, LA related to the hydraulic impact analysis of Ravine Aux Coquilles.

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 _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

Attachment 1

March 4, 2024

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

**RE: Ravine Aux Coquilles Drainage Analysis – Amendment No. 1
CSRS Project No. 223113**

Dear Mayor Madden,

CSRS holds a contract with the City of Mandeville (City) to perform a hydraulic impact analysis of Ravine Aux Coquilles, executed on June 28, 2023. The need for additional scope in service of this contract was identified with David LeBreton and Keith LaGrange. This pertains to civil design services related to drainage analysis findings for the drainage improvements at 310 Lafayette Street, Mandeville, LA. This letter serves as a request for an amendment to the contract.

The additional scope of work and fee is outlined below. These services are strictly in addition to services defined in the original contract and associated proposal.

Task Order 1 Predesign Services

Phase I. Survey Services

Scope of Work Overview

CSRS will provide all fieldwork and office computations in preparation of a Topographic Survey in compliance with the needs of engineering for design build for a lump sum fee. The site consists of surveying a portion of Property in between South right of way of Monroe Street and the West right of way Lafayette Street. The topographic survey will be limited to the areas shown on the attached Topographic Survey Limits Exhibit A attached to this proposal. The topographic survey area includes roads, site pavements, concrete drives, trees, hardscape features, structures, and drainage.

Phase I(a) Right of Way Line Retracing

(30 calendar days coinciding with Phase I(b))

Existing Site Boundary Retracing and Right of Way Line Retracing

Inclusions:

- Coordinates referenced to State Plane Coordinate System, Louisiana South Zone.
- Retrace apparent boundary and right-of-way from found monuments.
- Boundary evidence along the boundary line is common to public rights-of-way.
- Right-of-way line and boundary surveys, servitude maps, and easement documents to be provided by the client.

Assumptions:

- A majority number of property corners are found to be undisturbed and agree with the deed description. If a significant number of corners are missing, our boundary efforts will expand to survey adjoining property to accurately replace and set the boundary. If this is found to be the case, a supplemental proposal will be provided prior to expanding the boundary scope effort.
- Uninterrupted access to the entire property will be granted throughout the duration of the survey.
- The City is responsible for obtaining permission to enter the property
- Access to the site will be through the driveway off of Monroe Street and a driveway on Lafayette Street.

Exclusions:

- This proposal does not include property boundary plat or servitude plats. Right of way is to be shown along Monroe Street and Lafayette Street to assist in Design only for 30% submittal. At 60% submittal this is to be evaluated and an addendum to do this will be provided based on need.

Abstracting and Reference Documents

Boundary reference maps, servitude documents and all encumbering documents research for the property will be provided to CSRS by the client. CSRS will provide abstracting and document research related to site encumbrances or boundary for survey topographic data purposes only.

Phase I(b) Topographic Survey

(30 calendar days coinciding with Phase I(a))

Topography

Inclusions:

- Coordinates referenced to State Plane Coordinate System, Louisiana South Zone.
- Elevations referenced to GPS Observations, NAVD 88 Geoid 18 with two site TBM's set.
- Topographic line work to include pavements, edge of vegetation, live oak tree drip lines, fences, gates, ramps, sidewalks, road stripes & curbs.
- Topographic symbols to include but not limited to utility pedestals, utility features, culverts, drainage basins, sewer manholes, valves, electrical panels, bollards, signs, and meters.
- Elevation cross-sections will be every 50 to 75 feet. The elevation grid will accurately depict one-foot contours throughout the site (5 acres).
- Drainage box tops, inverts and pipe sizes will be provided enough upstream and downstream to establish drainage for the lots.
- The limits of topography are to extend to the centerline of road and be limited to the area shown in Exhibit A.

Exclusions:

- This proposal does not include detailed Architectural data on buildings, doors, walks, stairs, canopies, widows, and hardscape features.
- This proposal does not include scanning of the building elevation.
- CSRS will not provide the size of underground utilities unless provided by the client or the utility company.
- CSRS will not verify pressure of utility service, and furthermore will not label pressure of the utility service on the topographic survey map.

Underground Utilities:

- Utility markings in response to Louisiana One Call ticket will be located.
- Utility companies will only complete markings along the right of way and will not continue into the property. CSRS will not provide utility markings for the remainder of the site. Underground utilities marked by others, if coordinated through the client and are a known source will be located by CSRS.
- This proposal does **NOT** include return trips to tie in utility markings once the survey fieldwork has been completed.

Mapping and Deliverables

Topographic data will be provided for incorporating into the civil construction documents.

CSRS will supply a completed topographic survey outlined in Phase 1(a) & 1(b) for review within 30 calendar days from receiving written authorization and fully executed contract. Execution of this document to serve as written authorization. This schedule does not account for unforeseen weather delays nor unforeseen delays within the project scope. If a delay in the project schedule is expected CSRS will notify the client immediately and provide a revised schedule for completion.

Phase II. Environmental

Phase II(a) Wetlands Delineation Report

Wetlands Delineation Report (45 calendar days)

This phase shall consist of CSRS soliciting a qualified wetlands consultant to perform a routine wetlands delineation report on the subject property in accordance with the 1987 U.S. Army Corps of Engineers (USACE) wetlands delineation manual and regional supplement. The wetlands delineation will consist of field observations and data collection on the diagnostic characteristics of wetlands by completing Wetland Determination Data Forms and preparing associated figures of wetlands/other waters of the U.S. on the subject property.

1. Upon completion of the field reconnaissance, CSRS will prepare a final wetlands delineation report with included figures, exhibits, data forms, and findings.

Phase II(a) Deliverable:

1. Electronic PDF of Wetlands Delineation Report

Phase II(b) Jurisdictional Determination (JD)

Prepare and submit JD request (5 calendar days pending Phase II(a) City Approval)

Receive final JD letter (4-6 months)

Once the wetlands delineation report has been provided and reviewed by the City, CSRS shall prepare a Jurisdictional Determination (JD) request to submit the wetlands delineation report to the U.S. Army Corps of Engineers (USACE) – New Orleans District to receive a JD. The city will be required to provide CSRS expressed written consent authorizing CSRS to submit the JD request.

1. Once the JD request is submitted to the USACE, it is expected to take at least four (4) months for the USACE to review and issue the final JD documentation.

Phase II(b) Deliverables:

1. Electronic JD application form and email confirmation of USACE submittal
2. Electronic USACE Jurisdictional Determination Letter

Phase II(c) Regulatory Agency Pre-Application Coordination

Schedule and facilitate pre-application meeting with LDNR/USACE (21 calendar days)

Prepare and submit LDNR and USACE joint permit application (30 calendar days following pre-application meetings)

Receive final permit approval letters (3-4 months following draft permit submittal) Schedule is subject to change based on LDNR and USACE review timelines.

Once the wetlands delineation report is completed and has been submitted to the USACE for a JD request, CSRS will review the extent and nature of proposed work to determine the appropriate permits and approvals that will be required. The findings of the wetlands delineation report and nature of the proposed project will determine what permits will be required. At this time, CSRS anticipates that a Louisiana Department of Natural Resources (LDNR) Coastal Use Permit (CUP) and USACE Programmatic General Permit (PGP) for activities within the Louisiana Coastal Zone (CZ) will be required.

1. CSRS will schedule a pre-application meeting with LDNR to introduce the project and proposed action and seek feedback on what permits are likely to be required. If LDNR suggest additional coordination with other agencies such as USACE, CSRS will schedule and facilitate one (1) additional meeting, if needed. Prior to the pre-application meeting, conceptual drawings and technical drawings clearly depicting the nature of the project activity will be required.
2. Following the pre-application meeting, CSRS will prepare a Joint Permit Application to apply for a CUP through LDNR.
3. Depending on the USACE and LDNR permit requirements, a Water Quality Certification (WQC) administered through the Louisiana Department of Environmental Quality (LDEQ) may also be required. The applicable USACE and/or CUP will determine whether or not the project will be required to obtain a WQC prior to final permit issuance. At this time, CSRS assumes a WQC will be required.
4. Solicitation of Views (SOV) through other participating agencies outside of LDNR, USACE, and LDEQ could also be required. Other participating state, federal, and local agencies may include but are not limited to

Louisiana Department of Wildlife & Fisheries (LDWF), U.S. Fish & Wildlife Services (USFWS), and State Historic Preservation Office (SHPO).

CSRS will complete and submit the required permit applications to LDNR and USACE for the project via electronic submittals.

Phase II(c) Deliverables:

1. Virtual pre-application meeting with LDNR
2. Electronic PDF of meeting minutes and applicable permitting outline
3. Draft CUP and USACE PGP application forms and technical drawings.
4. Final permit approval letters through LDNR and USACE

Note: CSRS assumes a CUP and PGP will be required for this project, but final permit requirements are subject to the pre-application meetings. Consultant reserves the right to provide a new scope of services and cost should other or additional pre-construction permits/approvals be required.

Phase III. H&H Study

Hydraulic and hydrologic (H&H) analysis will be performed for the property before design work begins according to the below.

Pre-Design H&H

Perform H&H study of alternative conceptual designs using the HEC-RAS version 6.2 2-dimensional model originally developed for the Mandeville Resilience plan. CSRS will prepare H&H model simulations of up to 11 alternative conceptual layouts for up to 5 design storm events paired with 1 downstream boundary condition (up to 55 total simulations). CSRS will meet with the City on 3 occasions to review results; the City will identify the path forward at the end of each meeting. Results shall demonstrate flood durations on and near the site. The analysis shall include a preliminary assessment of the Galvez Diversion. Upon completion of the Pre-Design H&H simulations and results review, the City will select the preferred alternative for design and inform CSRS in writing.

The final design, upon completion, will be incorporated into the HEC-RAS model for verification.

Phase III Deliverables:

1. Model data for Pre-Design H&H simulations.

Task Order 2 Design Services

Phase IV. 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 IV Design services shall be divided into 2 milestones: 60% Design Plans and 90% Design Plans.

60% Design Submittal

(60 calendar days)

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

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

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

The Engineer's 60% Design Submittal shall include:

- Design Report
- Incorporate and address all entities previous comments into current design
- Set of Project specifications
- Latest Construction Cost estimate
- Submit two (2) full size sets (22x34) with all electronic files (CAD & PDF) inclusive of the following:
 - Title Sheet
 - General Notes
 - Summary of Estimated Quantities
 - Overall Grading Plan
 - Overall Drainage Plan
 - Plan and Profiles
 - Erosion Control Plan
 - Standard Plans and Details

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

90% Design Submittal

(60 calendar days)

Phase IV 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 IV 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) inclusive of the following:
 - Title Sheet
 - General Notes
 - Summary of Estimated Quantities
 - Overall Grading Plan
 - Overall Drainage Plan
 - Plan and Profiles
 - Erosion Control Plan
 - Standard Plans and Details
- Apply for and acquire any permits on the City's behalf

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

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

Phase IV 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 V(a) Final Design

Final Design Submittal

(60 calendar days)

This phase shall consist of Engineering Services required for the preparation of complete final construction plans, specifications, 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, CSRS will make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. CSRS will 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 CSRS will 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. CSRS will 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, CSRS will 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, CSRS will 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 CSRS' firm, who shall be responsible for the design.

Design Verification H&H

CSRS will verify and provide a model simulation of the final design conditions with either standard storm drainage software or HEC-RAS. Results of the final design conditions shall be demonstrated in the design report.

Phase V(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
5. Model data for Design Verification H&H simulation

Task Order 3 Construction Services

Phase V(b). Bid & Award

If the Department proceeds with bidding the Project, CSRS will attend the pre-bid and preconstruction conferences and be prepared to address any questions regarding the engineering work. CSRS will assist the City with preparing addenda and responses to bidder's questions. CSRS will attend bid openings, prepare bid tabulation sheets and check documentation submitted with bids for completeness. CSRS will 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 the completeness and technical correctness of the bids received.

Phase V(b) Deliverables:

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

Phase VI(a). Construction Administration

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

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

- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the Department in Project close out activities.

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

CSRS will 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.

CSRS will, 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.

CSRS 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. CSRS 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 CSRS' recommendations that does not conform to the Construction Documents. The Department and CSRS may require special inspections for testing of the work at any stage of preparation or completion.

CSRS 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. CSRS 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.

CSRS will submit all required documentation and process plan changes in a timely manner.

CSRS will 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. The Department personnel (designee) authorized to approve such plan changes shall include the Director or the Director's Authorized Representative assigned to the Project.

CSRS will 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.

CSRS will 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.

CSRS will 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 CSRS) and form Weather and Working Day Report (signed by the Construction Contractor and CSRS).

The Construction Contractor's invoice is to be submitted directly to CSRS. 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, CSRS will 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.

CSRS will 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. CSRS will review reports prepared by the testing laboratory for accuracy. CSRS will review and make recommendations 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, CSRS will make a final inspection of the Work, including any tests of operation. If CSRS finds all things are satisfactory after completion of this inspection, CSRS will 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. CSRS will 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.

CSRS will participate in the final inspection of the Work.

Upon completion of this Phase, the Construction Contractor will submit "As Built" drawings of the Project in hard copy and in an electronic format to CSRS for review. After review and all updates from the contractor are complete, CSRS will submit "As Built" drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems to the Department.

Phase VI(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 VI(b). Construction Closeout

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 VI(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

One (1) Year Warranty Inspection Report submitted to the Department eleven (11) months from the date of substantial completion.

Phase VI(c). Inspection, Reporting, And Verification (if requested)

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

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

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

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

CSRS will 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.

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

CSRS will 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 CSRS'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 period specified by the Department.

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

CSRS will 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.

CSRS will cooperate with the City and any other contractors providing services to the City as needed.

Fee Assumptions:

90 day construction schedule (13 weeks) with 3 visits per week averaging 3 hours each visit (5 total hours each trip including roundtrip drive from Baton Rouge).

Fee Schedule

Task Order 1

Phase		Fee Type	Fee
Phase I	Survey	Hourly, NTE	\$19,005
Phase II	Environmental	Hourly, NTE	\$47,500
Phase III	H&H	Hourly, NTE	\$32,000
		Total Hourly, NTE Fees:	\$98,505
		Total Task Order 1 Fees:	\$98,505

Task Order 2

Phase		Fee Type	Fee
Phase IV	Preliminary Design	Lump	\$50,000
Phase V(a)	Final Design	Lump	\$48,500
		Total Lump Sum Fees:	\$98,500
		Total Task Order 2 Fees:	\$98,500

Task Order 3

Phase		Fee Type	Fee
Phase V(b)	Bid & Award	Lump	\$12,500
Phase VI(a) & VI(b)	Construction Administration and Closeout	Lump	\$25,000
Phase VI(c)	Inspection, Reporting and Verification	Hourly, NTE	\$22,425
		Total Hourly, NTE Fees:	\$22,425
		Total Lump Sum Fees:	\$37,500
		Total Task Order 3 Fees:	\$59,925

All Task Orders

Task Order	Fee Type	Fee	
Task Order 1	Hourly, NTE	\$98,505	
	Lump	-	
Task Order 2	Hourly, NTE	-	
	Lump	\$98,500	
Task Order 3	Hourly, NTE	\$22,425	
	Lump	\$37,500	
		Total Hourly, NTE Fees:	\$120,930
		Total Lump Sum Fees:	\$136,000
		Total Fees:	\$256,930

For performing Engineering services outlined in the lump sum phases above for all Task Orders, the fixed fee is based on a percentage of the construction cost in accordance with the following formula:

$$\text{FEE PERCENTAGE} = \frac{46.10}{\text{Log (Construction Cost)}}$$

The current approximate construction cost with contingency is \$1,814,560. The Fee percentage based on this cost is 7.4%

Reimbursable Expenses

The client agrees to pay CSRS for reimbursable expenses. These reimbursable expenses shall include planning and zoning fees, mileage to make site visits or attend meetings at the site, and fees required to ship plans if necessary (FedEx). Reimbursables will be billed at cost plus 10%.

Respectfully,

CSRS, LLC

City of Mandeville

*Stokka Brown, Principal and
Water Resources Practice Lead*

Mr. Clay Madden, Mayor

Date

Exhibit A

Survey Limits



Exhibit B
Schedule of Engineer's Services

Phase I. Survey Services				
	Classification	Hours	Rate	Sub Total
1	2 Man Survey Crew	50	\$190.00	\$9,500.00
2	Survey CAD Technician	33	\$105.00	\$3,465.00
3	Survey Project Manager	12	\$165.00	\$1,980.00
4	Survey Coordinator II	12	\$130.00	\$1,560.00
5	Sr. Professional Land Surveyor	10	\$250.00	\$2,500.00
Total Hourly Fee Estimate				\$19,005.00

Phase II. Environmental				
	Classification	Hours	Rate	Sub Total
1	Project Manager I	120	\$185.00	\$22,200.00
2	GIS Specialist I	60	\$110.00	\$6,600.00
3	Site Planner	58	\$150.00	\$8,700.00
4	Wetlands Consultant	-	-	\$10,000.00
Total Hourly Fee Estimate				\$47,500.00

Phase III. H&H Study				
	Classification	Hours	Rate	Sub Total
1	Engineer Intern II	140	\$130.00	\$18,200.00
2	Project Manager I	50	\$185.00	\$9,250.00
3	Principal	14	\$325.00	\$4,550.00
Total Hourly Fee Estimate				\$32,000.00

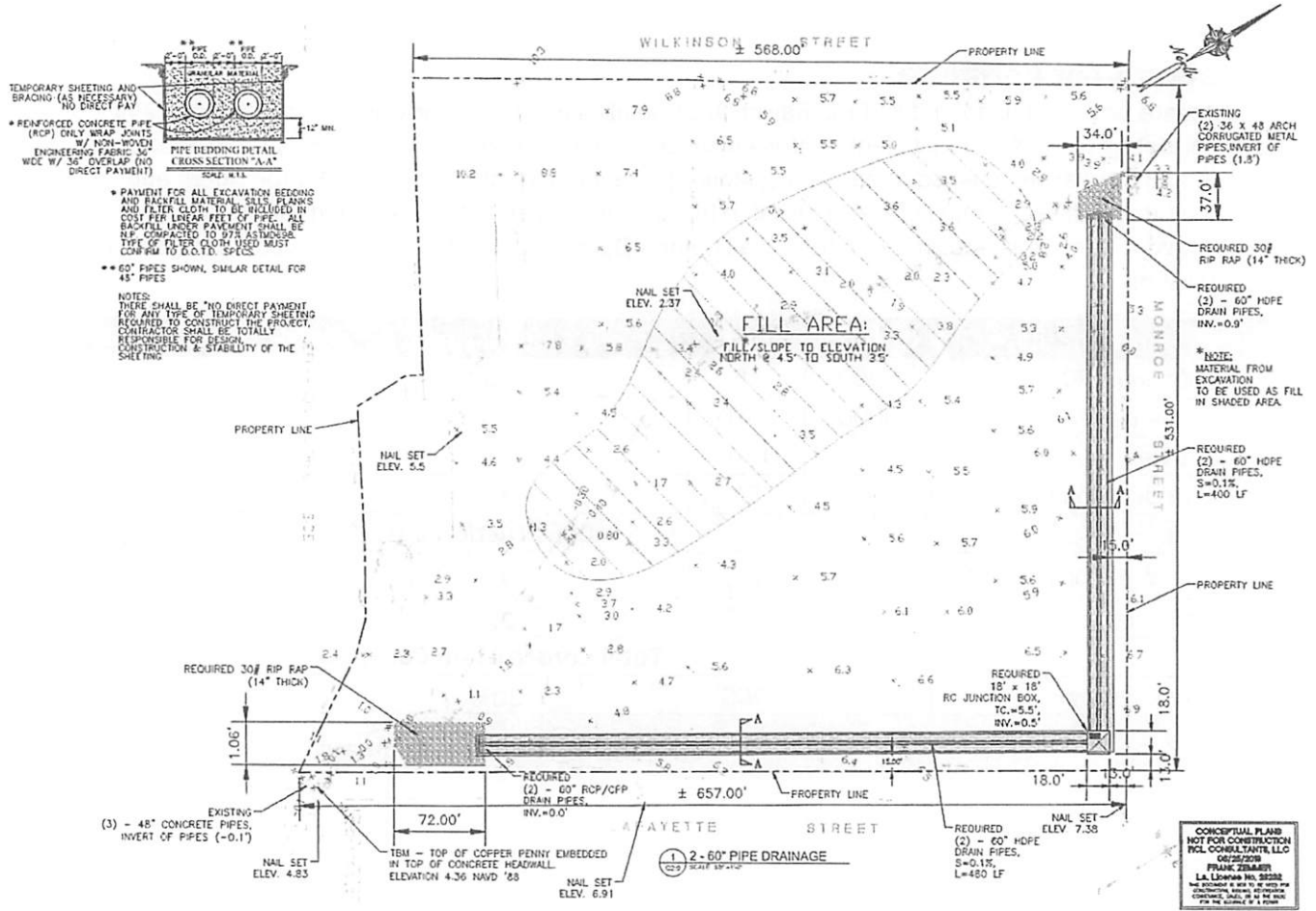
Phase VI(c). Inspection, Reporting and Verification				
	Classification	Hours	Rate	Sub Total
1	Resident Inspector	195	\$115.00	\$22,425.00
Total Hourly Fee Estimate				\$22,425.00

Exhibit C

Construction Cost Estimate

The cost estimate below is based on fill of the Ravine Aux Coquilles on the property and installation of a single group of culverts consisting of 2 – 60” equivalent reinforced concrete pipes running from just downstream of the crossing of Monroe St and the Ravine, east-southeast along Monroe Street to the intersection of Monroe Street and Lafayette Street, then south-southwest along Lafayette Street to the crossing of Lafayette Street and the Ravine. The construction cost routing is as shown below from the Lambert Diagram dated 6/25/19. This cost estimate assumes no utility relocation.

Item	Quantity	Unit	Cost Per Unit	Sub Total
(2) 60" equiv RCPA	2000	LF	\$550	\$1,100,000
Embankment	3500	CUYD	\$22	\$77,000
30lb Rip Rap, 14" Thick	250	SQYD	\$110	\$27,500
18' x 18' Junction Box	2	EA	\$50,000	\$100,000
Construction Cost (CC)				\$1,304,500
Mobilization: With Construction		%CC	5%	\$65,225
Construction Layout		%CC	2%	\$26,090
Total Construction Cost (CC)				\$1,395,815
Contingency		%CC	30%	\$418,745
Total Construction Cost Estimate				\$1,814,560



**AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
CSRS, LLC**

THIS AMENDMENT is made effective as of the ____ day of _____ 2024 between the City of Mandeville (“**City**”), with an office at 1100 Mandeville High Blvd., Mandeville, Louisiana 70471 and CSRS, LLC (“**Consultant**”) with an office at 8555 United Plaza Blvd., Baton Rouge, Louisiana 70809. The City and the Consultant are sometimes collectively referred to as the “**Parties.**”

WHEREAS, on June 28, 2023, the City and the Consultant entered into a Professional Services Agreement (“**Agreement**”) for professional services to perform a hydraulic impact analysis for the Ravine Aux Coquille Watershed Modeling Project,

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Article VI. Indemnification is hereby replaced with the following language and shall be applied retroactively:

ARTICLE VI. INDEMNIFICATION.

- A. **INDEMNITY BY THE CONSULTANT.** The Consultant shall defend, indemnify and hold harmless (and does hereby release) the City (including its subsidiary and affiliated companies and their officers, directors, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages (including incidental, consequential, indirect and special damages), fines and penalties, and related expenses (including reasonable legal fees and cost of investigation) with respect to any injury to or death of any person (including employees and agents of the City and the Consultant), or damage, loss or destruction of any tangible property (including property of the City and the Consultant and their respective employees and agents), to the extent (and only to the extent) resulting from, attributable to, or arising out of the Consultant’s negligence or willful misconduct in performing Services.
- B. **INDEMNITY BY THE CITY.** The City shall defend, indemnify, and hold harmless (and does hereby release) the Consultant (including its subsidiary and affiliated companies and their officers, directors, employees, and agents) from and against, any and all liabilities, claims, demands, losses, damages, fines and

penalties, and related expenses (including legal fees and reasonable costs of investigation), to the extent resulting from, attributable to, or arising out of:

- i. Any negligence or willful misconduct of the City or compliance by the Consultant with directives issued by the City;
 - ii. Any condition existing in a project prior to the engagement of the Consultant or over which the Consultant had no control;
 - iii. Any violation of laws, regulations or ordinances by the City;
 - iv. Any material breach by the City of any provisions hereof;
2. The Scope of Services of the Agreement is hereby modified to include the following additional scope of work and adjusted fee:

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE

1. Engineer's services will be detailed in a duly executed Task Order for each Phase of the Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided for each Phase of the Project. Basic, Supplemental and Additional Services that may be included in a Task Order.
2. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
3. Scope is shown below is Section C Scope of Services and detailed further in Attachment 1.

B. TASK ORDER PROCEDURE

1. All Task Orders shall be approved by the City of Mandeville Department of Public Works. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
2. Engineer will commence performance as set forth in the Task Order.
3. In the event of a change in availability or funds or a determination by the Owner that certain portions of professional services identified in any Task Order are no longer desired, Owner may issue a termination for all or a portion of the professional services identified therein in accordance with the termination procedures of this Agreement

C. SCOPE OF SERVICES.

The Consultant shall provide professional services for survey, environmental, H&H study, design, permitting, bidding, construction administration, and if requested resident inspection for the drainage improvements at 310 Lafayette Street, Mandeville, LA related to the hydraulic impact analysis of Ravine Aux Coquilles. The scope of work to be done is as follows: Improvements to

the drainage system along the Ravine Aux Coquilles from Monroe St. to Lafayette St.

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

The Consultant shall provide data and computations to support the design. 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 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. The Consultant shall prepare and deliver a record of decisions and action items to the City for each meeting.

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

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

In addition, the Consultant shall obtain all data and furnish all services required during the

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

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

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

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

- Task Order 1 Predesign Services
 - Phase I. Survey
 - Phase II. Environmental
 - Phase III. H&H Study
- Task Order 2 Design Services
 - Phase IV. Preliminary Design
 - Phase V(a). Final Design
- Task Order 3 Construction Services
 - Phase V(b). Bid & Award
 - Phase VI(a). Construction Administration
 - Phase VI(b). Construction Closeout
 - Phase VI(c). Inspection, Reporting, and Verification

TASK ORDER 1 PREDESIGN SERVICES

PHASE I. SURVEY

Scope of Work Overview

CSRS will provide all fieldwork and office computations in preparation of a Topographic Survey in compliance with the needs of engineering. The site consists of surveying a portion of Property in between South right of way of Monroe Street and the West right of way Lafayette Street. The topographic survey will be limited to the areas shown on the attached Topographic Survey Limits Exhibit A shown in the proposal. The topographic survey area includes roads, site pavements, concrete drives, trees, hardscape features, structures, and drainage.

Phase I(a) Right of Way Line Retracing

Existing Site Boundary Retracing and Right of Way Line Retracing (30 calendar days coinciding with Phase I(b))

Inclusions:

- Coordinates referenced to State Plane Coordinate System, Louisiana South Zone.
- Retrace apparent boundary and right-of-way from found monuments.
- Boundary evidence along the boundary line is common to public rights-of-way.
- Right-of-Way line and boundary retracing surveys, servitude maps, and easement documents to be provided by the client.

Assumptions:

- A majority number of property corners are found to be undisturbed and agree with the deed description. If a significant number of corners are missing, Consultant's boundary efforts will expand to survey adjoining property to accurately replace and set the boundary. If this is found to be the case, a supplemental proposal will be provided prior to expanding the boundary scope effort.
- Uninterrupted access to the entire property will be granted throughout the duration of the survey.
- The City is responsible for obtaining permission to enter the property
- Access to the site will be through the driveway off of Monroe Street and a driveway on Lafayette Street.

Exclusions:

- This proposal does not include property boundary plat or servitude plats. Right of way is to be shown along Monroe Street and Lafayette Street to assist in Design.

Abstracting and Reference Documents

Boundary reference maps, servitude documents and all encumbering documents research for the property will be provided to CSRS by the client. The Consultant will provide abstracting and document research related to site encumbrances or boundary for survey topographic data purposes only.

Phase I(b) Topographic Survey

Topography (30 calendar days coinciding with Phase I(a))

Inclusions:

- Coordinates referenced to State Plane Coordinate System, Louisiana South Zone.
- Elevations referenced to GPS Observations, NAVD 88 Geoid 18 with two site TBM's set.
- Topographic line work to include pavements, edge of vegetation, live oak tree drip lines, fences, gates, ramps, sidewalks, road stripes & curbs.
- Topographic symbols to include but not limited to utility pedestals, utility features, culverts, drainage basins, sewer manholes, valves, electrical panels, bollards, signs, and meters.
- Elevation cross-sections will be every 50 to 75 feet. The elevation grid will accurately depict one-foot contours throughout the site (5 acres).
- Drainage box tops, inverts and pipe sizes will be provided enough upstream and downstream to establish drainage for the lots.
- The limits of topography are to extend to the centerline of road and be limited to the area shown in Exhibit A.

Exclusions:

- This proposal does not include detailed Architectural data on buildings, doors, walks, stairs, canopies, widows, and hardscape features.
- This proposal does not include scanning of the building elevation.
- CSRS will not provide the size of underground utilities unless provided by the client or the utility company.
- CSRS will not verify pressure of utility service, and furthermore will not label pressure of the utility service on the topographic survey map.

Underground Utilities:

- Utility markings in response to Louisiana One Call ticket will be located.
- Utility companies will only complete markings along the right of way and will not continue into the property. CSRS will not provide utility markings for the

remainder of the site. Underground utilities marked by others, if coordinated through the client and are a known source will be located by CSRS.

- This proposal does NOT include return trips to tie in utility markings once the survey fieldwork has been completed.

Mapping and Deliverables

- *Topographic data will be provided for incorporating into the civil construction documents.*

CSRS will supply completed topographic data outlined in Phase I(a) & I(b) for review within 30 calendar days from receiving written authorization and fully executed contract. Execution of this document to serve as written authorization. This schedule does not account for unforeseen weather delays nor unforeseen delays within the project scope. If a delay in the project schedule is expected CSRS will notify the client immediately and provide a revised schedule for completion.

PHASE II. ENVIRONMENTAL

Phase II(a) Wetlands Delineation Report

Wetlands Delineation Report (45 calendar days)

This phase shall consist of the Consultant soliciting a qualified wetlands consultant to perform a routine wetlands delineation report on the subject property in accordance with the 1987 U.S. Army Corps of Engineers (USACE) wetlands delineation manual and regional supplement. The wetlands delineation will consist of field observations and data collection on the diagnostic characteristics of wetlands by completing Wetland Determination Data Forms and preparing associated figures of wetlands/other waters of the U.S. on the subject property.

1. Upon completion of the field reconnaissance, the Consultant will prepare a final wetlands delineation report with included figures, exhibits, data forms, and findings.

Phase II(a) Deliverable:

1. Electronic PDF of Wetlands Delineation Report

Phase II(b) Jurisdictional Determination (JD)

Prepare and submit JD request (5 calendar days Pending Phase II(a) City Approval)

Receive final JD letter (4-6 months)

Once the wetlands delineation report has been provided and reviewed by the City, the Consultant shall prepare a Jurisdictional Determination (JD) request to submit the wetlands delineation report to the U.S. Army Corps of Engineers (USACE) – New Orleans District to receive a JD. The City will be required to provide the Consultant expressed written consent authorizing the consultant to submit the JD request.

1. Once the JD request is submitted to the USACE, it is expected to take at least four (4) months for the USACE to review and issue the final JD documentation.

Phase II(b) Deliverables:

1. Electronic JD application form and email confirmation of USACE submittal
2. Electronic USACE Jurisdictional Determination Letter

Phase II(c) Regulatory Pre-Construction Permits

Schedule and facilitate pre-application meeting with LDNR/USACE (21 calendar days)

Prepare and submit LDNR and USACE joint permit application (30 calendar day following pre-application meetings)

Receive final permit approval letters (3-4 months following draft permit submittal) Schedule is subject to change based on LDNR and USACE review timelines.

Once the wetlands delineation report is completed and has been submitted to the USACE for a JD request, the Consultant will review the extent and nature of proposed work to determine the appropriate permits and approvals that will be required. The findings of the wetlands delineation report and nature of the proposed project will determine what permits will be required. At this time, the Consultant anticipates that a Louisiana Department of Natural Resources (LDNR) Coastal Use Permit (CUP) and USACE Programmatic General Permit (PGP) for activities within the Louisianan Coastal Zone (CZ) will be required.

1. The consultant will schedule a pre-application meeting with LDNR to introduce the project and proposed action and seek feedback on what permits are likely to be required. If LDNR suggest additional coordination with other agencies such as USACE, the consultant will schedule and facilitate one (1) additional meeting, if needed. Prior to the pre-application meeting, conceptual drawings and technical drawings clearly depicting the nature of the project activity will be required.
2. Following the pre-application meeting, the Consultant will prepare a Joint Permit Application to apply for a CUP through LDNR.

3. Depending on the USACE and LDNR permit requirements, a Water Quality Certification (WQC) administered through the Louisiana Department of Environmental Quality (LDEQ) may also be required. The applicable USACE and/or CUP will determine whether or not the project will be required to obtain a WQC prior to final permit issuance. At this time, the Consultant assumes a WQC will be required.
4. Solicitation of Views (SOV) through other participating agencies outside of LDNR, USACE, and LDEQ could also be required. Other participating state, federal, and local agencies may include but are not limited to Louisiana Department of Wildlife & Fisheries (LDWF), U.S. Fish & Wildlife Services (USFWS), and State Historic Preservation Office (SHPO).

The Consultant will complete and submit the required permit applications to LDNR and USACE for the project via electronic submittals.

Phase II(c) Deliverables:

1. Virtual pre-application meeting with LDNR
2. Electronic PDF of meeting minutes and applicable permitting outline
3. Draft CUP and USACE PGP application forms and technical drawings.
4. Final permit approval letters through LDNR and USACE

Note: The Consultant assumes a CUP and PGP will be required for this project but final permit requirements are subject to the pre-application meetings. Consultant reserves the right to provide a new scope of services and cost should other or additional pre-construction permits/approvals be required.

PHASE III. H&H STUDY

Hydraulic and hydrologic (H&H) analysis will be performed for the property before design work begins according to the below.

Pre-Design H&H

Perform H&H study of alternative conceptual designs using the HEC-RAS version 6.2 2-dimensional model originally developed for the Mandeville Resilience plan. The Consultant will prepare H&H model simulations of up to 11 alternative conceptual layouts for up to 5 design storm events paired with 1 downstream boundary condition (up to 55 total simulations). The Consultant will meet with the City on 3 occasions to review results; the City will identify the path forward at the end of each meeting. Results shall demonstrate flood durations on and near the site. The analysis shall include a preliminary assessment of the Galvez Diversion. Upon completion of the

Pre-Design H&H simulations and results review, the City will select the preferred alternative for design and inform the Consultant in writing.

The final design, upon completion, will be incorporated into the HEC-RAS model for verification.

Phase III Deliverables:

1. Model data for Pre-Design H&H simulations

TASK ORDER 2 DESIGN SERVICES

PHASE IV. 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 IV Design services shall be divided into 2 milestones: 60% Design Plans and 90% Design Plans.

60% Design Submittal (60 calendar days)

Prepare a Preliminary Design Report. The report shall document the proposed design per City standards and guidance, computations and modeling outcomes used in developing the design, 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 (This scope fee includes 1 round of revisions for 60% design plans). 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) inclusive of the following:
 - Title Sheet
 - General Notes
 - Summary of Estimated Quantities
 - Overall Grading Plan
 - Overall Drainage Plan
 - Plan and Profiles
 - Erosion Control Plan
 - Standard Plans and Details

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

90% Design Submittal (60 calendar days)

Phase IV 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 IV 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 (including plan-in-hand comments)
- Complete Topo Survey information is to be shown on Plan/Profile drawings,
- Complete and final set of specifications
- An updated Construction Cost estimate
- Submit two (2) full size sets (22x34) hard copies with all electronic files (CAD & PDF) inclusive of the following:
 - Title Sheet
 - General Notes
 - Summary of Estimated Quantities
 - Overall Grading Plan
 - Overall Drainage Plan

- Plan and Profiles
- Erosion Control Plan
- Standard Plans and Details
- Apply for and acquire any permits on the City's behalf

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

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

Phase IV 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 V(a). FINAL DESIGN

Final Design Submittal (60 calendar days)

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

1. After the plan-in-hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit three (3) 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 shall be submitted at this time. Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City 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.

Design Verification H&H

The Consultant shall verify and provide a model simulation of the final design conditions with either standard storm drainage software or HEC-RAS. Results of the final design conditions shall be demonstrated in the design report.

Phase V(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
5. Model data for Design Verification H&H simulation

TASK ORDER 3 CONSTRUCTION SERVICES

PHASE V(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 V(b) Deliverables:

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

PHASE VI(a). CONSTRUCTION ADMINISTRATION

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

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shop drawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as necessary
- Assist with technical issues arising during construction
- Attend progress meetings
- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)

- Evaluate and coordinate with City regarding acceptability of substitute or “or-equal” materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoicing and recommend payment
- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the Department in Project close out activities.

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

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

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

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

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

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

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

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

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

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

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

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

Fee Assumptions:

- 90 day construction schedule (13 weeks) with 3 visits per week averaging 3 hours each visit (5 total hours each trip including roundtrip drive from Baton Rouge).

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

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

- B. Obtaining permission for the Consultant to enter the property.
- C. 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. Title Block / Border for construction plans (if necessary)
 - e. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
 - f. Provide any other standard plans and details that may be relevant for use on the Project; and
 - g. 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.
 - 2. Provide the Consultant with file format and electronic requirements for Preliminary and Final Design submittals.

ARTICLE III. CONTRACT TIME AND SCHEDULE

- A. **DURATION:** This Agreement shall commence on the Effective Date of this Amendment 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. TASK ORDER 1

- **PHASE I SURVEY:** The services to be performed during the Survey Phase shall be completed within **THIRTY (30)** calendar days from the date of issuance of the Notice to Proceed for this phase.
- **PHASE II H&H STUDY:** The schedule for services to be performed during the H&H Study Phase shall be discussed with the City pending meetings with the City during this Phase.
- **PHASE III ENVIRONMENTAL:** The services to be performed during the Environmental Phase shall be completed within **EIGHT (8)** calendar months from the date of issuance of the Notice to Proceed for this phase.

E. TASK ORDER 2

- **PHASE IV PRELIMINARY DESIGN:** The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED AND TWENTY (120)** calendar days from the date of issuance of the Notice to Proceed for this phase.
- **PHASE V(a) FINAL DESIGN:** The services to be performed during the Final Design Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. TASK ORDER 3

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

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:

TASK ORDER 1 PREDESIGN SERVICES

Hourly, NTE Phases

PHASE I.	Survey	\$19,005.00	(Hourly, NTE)
PHASE II.	Environmental	\$47,500.00	(Hourly, NTE)
PHASE III.	H&H	\$32,000.00	(Hourly, NTE)

Total Fee Hourly Phases: \$98,505

Total Fee Task Order 1: \$98,505

TASK ORDER 2 DESIGN DERVICES

Lump Sum Phases:

PHASE IV.	Preliminary Design	\$50,000.00	(Lump Sum)
PHASE V(a)	Final Design	\$48,500.00	(Lump Sum)

Total Fee Lump Sum Phases: \$98,500

Total Fee Task Order 2: \$98,500

TASK ORDER 3 CONSTRUCTION SERVICES

Hourly, NTE Phases

PHASE VI(c).	Inspection, Reporting and Verification	\$22,425.00	(Hourly, NTE)
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Total Fee Hourly Phases: \$22,425

Lump Sum Phases:

PHASE V(b)	Bid & Award	\$12,500.00	(Lump Sum)
PHASE VI(a)&VI(b)	Construction Administration & Closeout	\$25,000.00	(Lump Sum)

Total Fee Lump Sum Phases: \$37,500

Total Fee Task Order 3: \$59,925

ALL TASK ORDERS

Hourly, NTE Phases

PHASE I.	Survey	\$19,005.00	(Hourly, NTE)
PHASE II.	Environmental	\$47,500.00	(Hourly, NTE)
PHASE III.	H&H	\$32,000.00	(Hourly, NTE)
PHASE VI(c).	Inspection, Reporting and Verification	\$22,425.00	(Hourly, NTE)

Total Fee Hourly Phases: \$120,930

For performing Engineering services outlined in the lump sum phases below for all Task Orders, the fixed fee is based on a percentage of the construction cost in accordance with the following formula:

$$\text{FEE PERCENTAGE} = \frac{46.10}{\text{Log (Construction Cost)}}$$

The current approximate construction cost with contingency is \$1,814,560. The Fee percentage based on this cost is 7.4%

Lump Sum Phases:

PHASE IV.	Preliminary Design	\$50,000.00	(Lump Sum)
PHASE V(a)	Final Design	\$48,500.00	(Lump Sum)
PHASE V(b)	Bid & Award	\$12,500.00	(Lump Sum)
PHASE VI(a)&VI(b)	Construction Administration & Closeout	\$25,000.00	(Lump Sum)

Total Fee Lump Sum Phases: \$136,000

Total Fee All Task Orders: \$256,930

Original Contract Fee: \$50,000

Total Amended Fee: \$306,930

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$306,930.00**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.0 and will apply to Phases I through VI 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.

IN WITNESS WHEREOF, the City and Consultant agree to the foregoing and have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth above.

City of Mandeville

CSRS, LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

RESOLUTION NO.24-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
CONFIRMING THE CITY ATTORNEY’S APPOINTMENT OF SPECIAL LEGAL COUNSEL**

WHEREAS, under Section 4-02(E) of the Mandeville Home Rule Charter, the City Attorney may seek special legal counsel by written contract and approval of the council;

WHEREAS, the City Attorney Elizabeth Sconzert, in performing her duties prescribed by the Home Rule Charter, has identified and selected James Breaux and Paul Adkins of the Liskow law firm, who are duly authorized to and licensed to practice law in the Courts of Louisiana, to serve as special legal counsel on behalf of the City of Mandeville in connection with the lawsuit captioned *Port Marigny, LLC & Pittman Assets, LLC v. City of Mandeville*, pending in the United States District Court, Eastern District of Louisiana, bearing civil action number 2:17-CV-4727.

WHEREAS, the Mandeville City Council desires to approve the City Attorney’s appointment of the foregoing attorneys to serve as special legal counsel and engage their professional services to represent the City of Mandeville in the aforementioned litigation and any related matter as requested by the City Attorney in accordance with Section 4.02 of the Home Rule Charter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby confirms and approves the engagement of James Breaux and Paul Adkins as special counsel for the City of Mandeville in the lawsuit captioned *Port Marigny, LLC & Pittman Assets, LLC v. City of Mandeville*, pending in the United States District Court, Eastern District of Louisiana, bearing civil action number 2:17-CV-4727.

BE IT FURTHER RESOLVED that Mayor Clay Madden be authorized and empowered to act on behalf of the City of Mandeville in all matters pertaining to this appointment, including the execution of any and all documents, including professional service contracts.

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