

**NOTICE OF PUBLIC MEETING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, MAY 9, 2024, at 6:00PM
MANDEVILLE CITY HALL
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE**

MINUTES:

1. Adoption of the April 11, 2024, Regular Meeting Minutes
2. Adoption of the April 24, 2024, Budget Meeting Minutes
3. Adoption of the April 25, 2024, Regular Meeting Minutes

REPORTS & ANNOUNCEMENTS:

UNFINISHED BUSINESS: none

NEW BUSINESS:

1. Approval of the special event Women’s Council of Realtors of St. Tammany – Pub Crawl to be held on Friday, June 7, 2024 – 4:00 pm – 7:00 p.m. Location: Old Mandeville (see Map). Contingent upon MPD Map Approval and COI naming the City of Mandeville additional insured. (Councilwoman McGuire, District III)
2. Approval of the Special event OLL Eucharistic Procession to be held on Sunday, June 2, 2024 at 1pm to be held on the lakefront (see Map) Contingent upon MPD Map Approval and COI naming the City of Mandeville additional insured. (Councilwoman McGuire, District III)
3. Approval of Change Order #3 for the E. Causeway Approach Sidewalk Capital Project – Streets with an increased amount of \$60,651.96 (Councilman Kreller, District II)
4. Approval of the substantial completion of the E. Causeway Approach Sidewalk Capital Project – Streets with a final contract price of \$493,574.66 (Councilman Kreller, District II)
5. Adoption of Resolution No. 24-19; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AWARDING THE ST. TAMMANY FARMER AS THE CITY OF MANDEVILLE’S OFFICIAL JOURNAL FOR JULY 1, 2024 THROUGH JUNE 30, 2025 (Councilman Zuckerman, At-Large)
- 6 Adoption of Resolution No. 24-20; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING TRAVEL EXPENSES FOR MAYOR CLAY MADDEN TO ATTEND THE 2024 ASSOCIATION OF STATE FLOODPLAIN MANAGERS CONFERENCE IN SALT LAKE CITY, UTAH FROM JUNE 23 - 27, 2024 AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)
7. Adoption of Resolution No. 24-21; 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 VECTURA CONSULTING SERVICES, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)
8. Introduction of Ordinance No. 24-09; AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 23-26, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH

(Councilman Danielson, At-Large)

PUBLIC COMMENT:

PROJECTS IN PROGRESS:

ADJOURNMENT

Kristine Scherer

Council Clerk

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

(985) 624-3145

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact, Kristine Scherer, Council Clerk, at (985) 624-3145, describing the assistance that is necessary.

DATE OF NOTICE: May 2, 2024, 1:00 pm

POSTED AT: MANDEVILLE CITY HALL, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LOUISIANA



INTEROFFICE MEMO

TO: Kristine Scherer
Elizabeth Sconzert

FROM: Alia Casborné

DATE: April 22, 2024

SUBJECT: Special Events Application Recommendations

Please find below the Special Events Applications received and recommended for Council review by the Mayor.

Women's Council of Realtors of St. Tammany – Pub Crawl

Applicant: Carla Kelly

Date/Time: Friday, June 7, 2024 – 4:00 pm – 7:00 p,m

Rain Date: N/A

Location: Old Mandeville (See Map)

Approval Requests:

- MPD Map Approval

Contingencies:

- MPD Map Approval
- COI naming the City of Mandeville additional insured

Our Lady of the Lake – Eucharistic Procession

Applicant: Fr. Doug Busch

Date/Time: Sunday, June 2, 2024 – 1:00 pm

Rain Date: N/A

Location: Old Mandeville (See Map)

Approval Requests:

- MPD Map Approval
- Opt out of MPD detail – will remain on the sidewalk (Per Capt. Miazza)

Contingencies:

- MPD Map Approval
- COI naming the City of Mandeville additional insured

Attachments



Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Our Lady of the Lake Church
 Name of Authorized Representative Fr Doug Busch Non-Profit/Tax-Exempt # 72-0423650
 Mailing Address 312 Lafitte St.
 City Mandeville State LA Zip 70448
 Applicant Phone # 985-626-5671 Alt. Phone # _____
 E-Mail frdoug@ollparish.info Application Fee Paid? YES NO

Name of Event: Eucharistic Procession
 Date(s) of Event: Day Sunday Date 6/2/12 Time 1PM Rain Dates(s) none
 Event Location: OLL Church to lakefront and back
 Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: Procession
 Description/Purpose of Event Celebration of Corpus Christi Estimated Attendance 200

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4	Will you require barricades for the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>2</u>	
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
10	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



14	Do you plan to provide portable toilets? * See Guidelines*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15	Will there be security staff?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16	Are you planning to have amplified sound?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
18	Will there be any signs, banners, decorations, or special lighting?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.
2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.
3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions, and with applicable laws and ordinances. The event organizer or other authorized representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By: 

Printed Name: Douglas M. Busch

Organization Represented: Our Lady of the Lake

Office Held Pastor Date 22 Apr 2011

Please email completed application to acasborne@cityofmandeville.com.

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.



SPECIAL EVENTS DEPARTMENT USE ONLY

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

Fee received Date 4/23/24

Certificate of Insurance? YES NO

DEPARTMENTAL EXPENSES

INITIALS

Police Department _____

Fire District #4 _____

Public Works _____

TOTAL COSTS _____

Recommendation of Special Events Committee:

Police Detail (2 Officers - front & back of procession)

COI

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

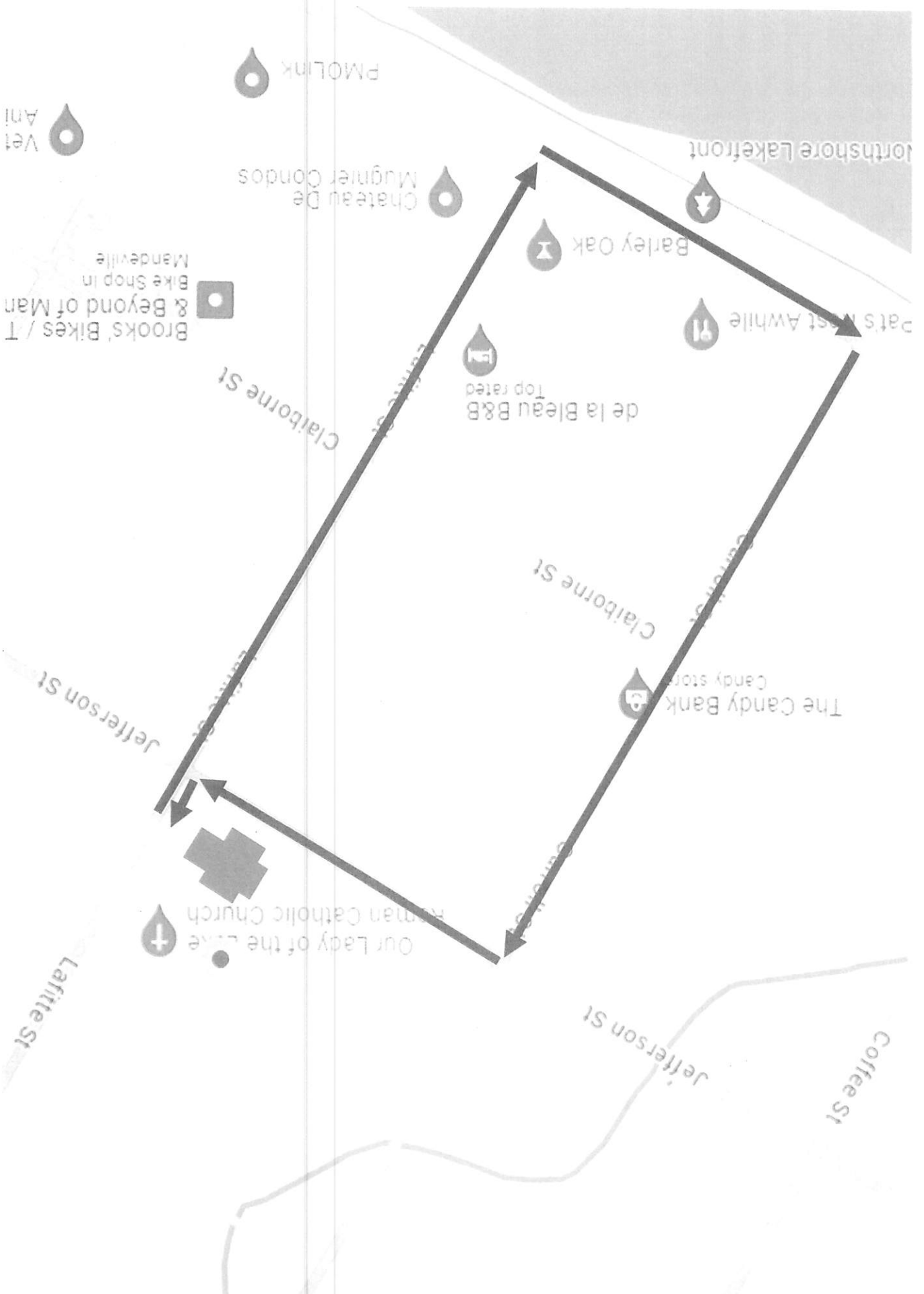
_____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No

Date Approved: _____



Vet Ani

PMOLink

Chateau De Mugnier Condos

Brooks' Bikes / T & Beyond of Man Bike Shop in Mandeville

Claiborne St

Barley Oak

de la Bleau B&B Top rated

Pat's Nest Awhille

Claiborne St

The Candy Bank Candy store

Our Lady of the Lake Roman Catholic Church

Jefferson St

Coffee St

Northshore Lakefront

Jefferson St

Lafitte St

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Women's Council of Realtors of St. Tammany
Name of Authorized Representative Carla Kelly, President Non-Profit/Tax-Exempt # 72-1149955
Mailing Address 5001 Hwy 190 East Service Rd, Suite A4
City Covington State LA Zip 70
Applicant Phone # 251-510-4016 Alt. Phone # 985-718-7549
E-Mail Carla@felicitykahn.com & audrey@arenacollective.com Application Fee Paid? YES NO

Name of Event: WCR STP Old Mandeville PubCrawl
Date(s) of Event: Day Friday Date 06/07/24 Time 4-7pm Rain Dates(s) n/a
Event Location: Old Mandeville

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event networking event Estimated Attendance 50

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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The undersigned has read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By: *Carla Kelly*
Carla Kelly (T) 11-2024 15:18 CDT

Printed Name: Carla Kelly

Organization Represented: Women's Council of Realtors of St. Tammany

Office Held President Date 3/11/2024

Please email completed application to acasborne@cityofmandeville.com.

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.

Woman's
Council of Realtors



CITY OF MANDEVILLE

Mandeville Trailhead Market

FOLLOW

3101 E CAUSEWAY APPROACH
MANDEVILLE, LA 70448
[+1 985-626-3144](tel:+19856263144)

Item 1		\$25.00
<hr/>		
Subtotal		\$25.00
Bank Fee	2.50 %	\$0.63
Order total		\$25.63

Total paid \$ 25⁶³

March 28, 2024 2:12 pm
Payment ID: BZSCQJACBD24A
Order ID: R9P7DY7J3CW20

Payment

	VISA 7755	\$25.63
	Order amount	\$25.63

[Hide Details](#)

Card: Visa 7755
March 28, 2024, 2:12 PM
Method: TELEPHONE ORDER
Auth ID: 06317C
Reference ID: 408800500141
Authorizing Network: VISA

Ategrity



**Quote only*

**Need to be updated
Naming City of Mandeville
Additional insured*

Ategrity Specialty Insurance Company

14000 N Pima Rd

Suite 200

Scottsdale, Arizona 85260

Telephone: 480.237.2417

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President



ATEGRITY SPECIALTY INSURANCE COMPANY

14000 N. Pima Road, Suite 200, Scottsdale, AZ 85260

COMMON POLICY QUOTATION

QUOTE NO: 01-C-PK-Q240320917408
New

ACCOUNT NUMBER:
NAMED INSURED AND MAILING ADDRESS

Womens Council of Realtors
5001 Highway 190 Service Rd
Covington LA 70433

AGENCY NUMBER: 0000002156
AGENCY AND MAILING ADDRESS

Southern General Agency, Inc
3800 Coliseum Blvd
Alexandria Louisiana 71303

POLICY PERIOD: FROM 06/07/2024 TO 06/08/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Form of Business: Association

Business Description: Special Event

Minimum Earned Premium: 100%

TERRORISM RISK INSURANCE ACT CHARGES IS Rejected

This Quote is valid for 60 days from the above date or until the effective date, whichever comes first.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$250
COMMERCIAL PROPERTY COVERAGE PART	Not Applicable
COMMERCIAL INLAND MARINE COVERAGE PART	Not Applicable
LIQUOR LIABILITY COVERAGE PART	Not Applicable
CRIME AND FIDELITY COVERAGE PART	Not Applicable
Policy Premium	\$250

QUOTE NO: 01-C-PK-Q240320917408
NAMED INSURED: Womens Council of Realtors

EFFECTIVE DATE: 06/07/2024
AGENT: Southern General Agency, Inc

TRIA - OPTIONAL COVERAGE	REFER ASIC-NOT-0004
SURPLUS LINES TAXES	\$15.76
POLICY FEE	\$75.00
TOTAL	\$340.76

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS: See Forms Schedule

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), FORMS AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

SUBJECTIVITIES

1. Signed Application
2. 100% minimum Earned
3. TRIA
4. Schedule of the event including the number of locations visited needed prior to bind



ATEGRITY SPECIALTY INSURANCE COMPANY

14000 N. Pima Road, Suite 200, Scottsdale, AZ 85260

GENERAL LIABILITY

QUOTATION

QUOTE NO: 01-C-PK-Q240320917408
NAMED INSURED: Womens Council of Realtors

EFFECTIVE DATE: 06/07/2024
AGENT: Southern General Agency, Inc

ACCOUNT NUMBER:
NAMED INSURED AND MAILING ADDRESS
Womens Council of Realtors
5001 Highway 190 Service Rd
Covington LA 70433

AGENCY NUMBER: 0000002156
AGENCY AND MAILING ADDRESS
Southern General Agency, Inc
3800 Coliseum Blvd
Alexandria Louisiana 71303

POLICY PERIOD: FROM 06/07/2024 TO 06/08/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AUDIT FREQUENCY: Not Applicable

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

This Quote is valid for 60 days from the above date or until the effective date, whichever comes first.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE	
GENERAL AGGREGATE	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE	\$2,000,000
PERSONAL INJURY & ADVERTISING INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$100,000 ANY ONE PREMISES
MEDICAL EXPENSE	Excluded ANY ONE PERSON

DEDUCTIBLE	
Deductible Endorsement	\$500

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
1 5001 Highway 190 Service Rd , Covington , LA 70433

Loc	Coverage	Class	CC	PremBase	Exp	Premises Rate	Product Rate	Other Rate	Premium
1	Premises/Product	Social Gatherings and Meetings - on premises not owned or operated by the insured - Other than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit	48557	Number of Locations	10	25.01			\$750 (MP)

GENERAL LIABILITY PREMIUM	\$250
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FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:See Forms Schedule

THESE DECLARATIONS AND THE COMMON POLICY DECLARATION, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATIONS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY



ATEGRITY SPECIALTY INSURANCE COMPANY

14000 N. Pima Road, Suite 200, Scottsdale, AZ 85260

FORMS SCHEDULE

QUOTE NO: 01-C-PK-Q240320917408

**ACCOUNT NUMBER:
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5001 Highway 190 Service Rd
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**AGENCY NUMBER: 0000002156
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Southern General Agency, Inc
3800 Coliseum Blvd
Alexandria Louisiana 71303

POLICY PERIOD: FROM 06/07/2024 TO 06/08/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

POLICY FORMS

POLICY FORMS		
ASIC-AF-0000	01 23	Cover Page
ASIC-AF-0003	01 23	Service Of Suit Clause
ASIC-AF-0004	09 18	Minimum Earned Cancellation Premium
ASIC-GL-0015	12 21	Punitive Or Exemplary Damages Exclusion
ASIC-GL-0026	08 18	Contractors Special Conditions
ASIC-GL-0027	07 19	Minimum And Advance Premium Endorsement
ASIC-GL-0029	08 18	Amendment Of Conditions (nonrenewal)
ASIC-GL-0031	08 18	Continuing Or Ongoing Damage Exclusion
ASIC-GL-0037	08 18	Premium Audit
ASIC-GL-0038	08 18	Amendment Of Nonpayment Cancellation Condition
ASIC-GL-0039	08 18	Lead Contamination Exclusion
ASIC-GL-0040	08 18	Asbestos Exclusion
ASIC-GL-0045	08 18	Marijuana Cannabis Liability Exclusion
ASIC-GL-0050	08 18	Hydraulic Fracturing Exclusion
ASIC-GL-0062	08 18	Communicable Disease Exclusion
ASIC-GL-0066	08 18	Total Assault And/or Battery Exclusion
ASIC-GL-0069	08 18	Known Injury Or Damage Exclusion - Personal And Advertising Injury
ASIC-GL-0071	08 18	Amendment To Other Insurance Condition
ASIC-GL-0079	08 18	Total Liquor Liability Exclusion
ASIC-GL-0085	03 23	Total Pollution Exclusion Endorsement
ASIC-GL-0109	09 18	Deductible Endorsement
ASIC-GL-0114	10 18	Special Event Participant Exclusion
ASIC-GL-0181	10 22	Occupational Disease Exclusion
ASIC-GL-0185	03 23	Exclusion Unmanned Aircraft
ASIC-NOT-0002	09 22	Claim Reporting Information
ASIC-NOT-0004	12 20	Policyholder Disclosure - Notice Of Terrorism Insurance Coverage
CG 00 01	04 13	Commercial General Liability Coverage Form
CG 20 10	04 13	Additional-insured-owners-lessees-or-contractors-scheduled-person-or-organization
CG 20 13	04 13	Additional-insured-state-or-governmental-agency-or-subdivision-or-political-subdivision-permits-or-authorizations-relating-to-premises
CG 21 07	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury
CG 21 16	04 13	Exclusion Designated Professional Services
CG 21 35	10 01	Exclusion - Coverage C - Medical Payments
CG 21 44	04 17	Limitation Of Coverage To Designated Premises, Project Or Operation



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FORMS SCHEDULE

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CG 21 47	12 07	Exclusion Employment-related Practices
CG 21 65	12 04	Exclusion Total Pollution Bldg Equip & Hostile Fire Exception
CG 21 67	12 04	Exclusion Fungi Or Bacteria
CG 21 73	01 15	Exclusion Of Certified Acts Of Terrorism
CG 21 86	12 04	Exclusion Exterior Insulation Finishing Systems
CG 24 26	04 13	Amendment Of Insured Contract Definition
IL 00 17	11 85	Common Policy Conditions
IL 00 21	09 08	Nuclear Energy Liability Exclusion



ATEGRITY SPECIALTY INSURANCE COMPANY

IMPORTANT INFORMATION POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty percent (80%) of covered terrorism losses that exceed the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2027, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2027, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.



NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

PLEASE SELECT ONE OF THE FOLLOWING TO EITHER ACCEPT OR REJECT TERRORISM INSURANCE COVERAGE:

- I hereby elect to purchase terrorism coverage for a prospective premium of \$ 13, I understand that the federal Terrorism Risk Insurance program Reauthorization Act of 2015 may terminate on December 31, 2027. Should that occur my coverage for terrorism as defined by the Act will also terminate.
- I hereby reject the purchase of certified terrorism coverage.

Womens Council of Realtors
Name of Insured/Firm

Policyholder/Applicant's Signature

01-C-PK-Q240320917408
Policy Number, if available

Print Name

03/20/2024
Date

SECTION 00625
Certificate of Substantial Completion

Project: E. Causeway Approach Sidewalks	
Owner: City of Mandeville	Owner's Contract No.: 700.22.007
Contractor: M & J Civil Construction, LLC	Engineer's Project No.: 567-2000.41

This [tentative] [definitive] Certificate of Substantial Completion applies to:

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

February 12, 2024

Date of Substantial Completion

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

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

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

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

Punch List

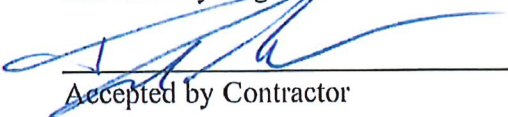
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Buster Lyons, P.E.

4/24/2024

Executed by Engineer

Date


Accepted by Contractor

4/25/24
Date

Accepted by Owner

Date

Project Punchlist - E. Causeway Approach Sidewalks

Project Name: E Causeway Approach Sidewalks (Project No. 700.22.007)

Contractor: M&J Civil Construction, LLC

Engineer: Digital Engineering / City of Mandeville

Punchlist Items:

- Dress slope at start 15400-17400.
- Remove broken edges of causeway shoulder by milling or saw cutting and relay asphalt.
- Sweep entire sidewalk.
- Place sod at Cheron median, and both sides of the slope.
- Remove rip-rap 2ft minimum from sidewalks edge. Replace with sod.
- Remove rip-rap from ditching at all pipe locations.
- Place sod at Cambronne slope.
- Grout holes on slope pavement at Cambronne.
- Remove form boards at Cambronne.
- Mat slope to controller box at Cambronne.
- Remove hay bales at Cambronne.
- Clean out new 24 in. pipe.
- Change sign post for church sign.
- Dress slope behind sidewalk at Kleber.
- Sod at 3224.
- Add dirt on slope at rental house.
- Add concrete incidental at driveway curb.
- Add crosswalk stripping at woodhouse.
- Sod median at City Hall crosswalk.
- Expose manhole cover for air relief valve, so the city can place adjustment rings to get correct height.
- Check and level all signs throughout project.



DIGITAL ENGINEERING & IMAGING, INC.

April 24, 2024

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

Re: E. Causeway Approach Sidewalks
City Project No. C20230713A / 700.22.007
Change Order No. 3

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 3 to the E. Causeway Approach Sidewalks Project.

The contract amount has increased by \$60,651.96. The cost increase accounts for the contract pay item quantity and cost adjustments based on the actual work completed as verified in the field and for additional scope of work performed at the request of City during construction. See the attached Change Order #3 Contract Summary for the contract pay items quantity and cost overrun/underrun adjustments based on the actual work completed, including a brief note with an explanation associated with the contract pay item adjustments. In addition, the contract amount cost increase also reflects additional scope or work added to the project for the contractor Change Requests (#s 03, 04 Rev1, 06 Rev1, 07, 08 & 09) approved after Change Order No. 2 was processed. Refer to the contractor Change Requests included in the Change Order No. 3 backup for breakdowns of the additional scope of work.

There will be no change in contract time associated with this Change Order.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

Buster Lyons, P.E.

Buster Lyons P.E.
Project Manager

Attachments: Change Order #3
Contractor Backup

SECTION 00650
CHANGE ORDER

No. 3

Date of Issuance: April 24, 2024 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: C20230713A 700.22.007
Contract: E. Causeway Approach Sidewalks	Date of Contract: 8/2/2023
Contractor: M & J Civil Construction, LLC	Engineer's Project No.: 576-2000.41

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

Description:

There will be no change in contract time. See the attached Change Order #3 contract summary for the pay item quantity & cost adjustments based on the actual completed work as verified in the field, additional scope added per the City's request during construction, and for additional scope added per the attached approved contractor Change Requests. Refer to the attached contractor Change Requests for breakdowns of the additional scope of work added to the project.

Attachments (list documents supporting change):

Change Order #3 contract summary and contractor change requests numbers 03, 04 Rev1, 06 Rev1, 07, 08 & 09.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:	Original Contract Times:	Calendar days
<u>\$399,269.06</u>	Substantial completion (days): <u>75</u>	
	Ready for final payment (days): <u>30</u>	

[Increase] [Decrease] from previously approved Change Orders:	Increase from previously approved Change Orders: 105 Days
<u>N/A</u>	

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$432,922.70</u>	Substantial completion (days or date): <u>180</u>
	Ready for final payment (days or date): <u>30</u>

Increase of this Change Order:	Increase of this Change Order:
<u>\$60,651.96</u>	Substantial completion (days): <u>0</u>
	Ready for final payment (days): <u>0</u>

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$493,574.66</u>	Substantial completion (days): <u>180</u>
	Ready for final payment (days): <u>30</u>

RECOMMENDED: By: <u>Buster Lyons, P.E.</u> Engineer (Authorized Signature) Date: <u>4/24/2024</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
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Contract: E. Causeway Approach Sidewalks
 Owner: City of Mandeville
 Contractor: M & J Civil Construction, LLC
 Owner's Project No.: 700.22.007
 Owner's Contract No.: C29230713A
 CHANGE ORDER NO. 3 CONTRACT SUMMARY

ITEM NO.	DESCRIPTION OF WORK	SUMMARY OF ORIGINAL CONTRACT			SUMMARY OF PRIOR CHANGE ORDERS TO DATE			SUMMARY OF CHANGE ORDER NO. 3			SUMMARY OF REVISED CONTRACT			OVERRUN / UNDERRUN			NOTES
		UNIT PRICE	QUANTITY	EXTENSION	UNIT PRICE	QUANTITY	EXTENSION	UNIT PRICE	QUANTITY	EXTENSION	QUANTITY	UNIT	EXTENSION	QUANTITY	UNIT	%	
24	Hydro-seeding	\$17,432.00	0.58	ACRE \$ 10,110.56	\$17,432.00	0.00	\$ -	\$17,432.00	0.67	ACRE \$ 21,659.73	1.25	ACRE \$ 21,659.73	0.67	ACRE	116.2%	\$ 11,748.17	Quantity adjusted based on the actual hydro-seeding installed based on the actual width (feet) from the limits of new seeding (approximately 2' on south side of the driveway) to the limits of existing seeding (approximately 2' on north side of the driveway) side. Per City request additional hydro seeding installed west of Lambert St. at 3216 E. Causeway Approach (from approx. Sta. 54+10 to Sta. 55+60).
25	Construction Layout	\$ 6,000.00	1	LS \$ 6,000.00	\$ 6,000.00	0	\$ -	\$ 6,000.00	0	LS \$ 6,000.00	1	LS \$ 6,000.00	0	LS	0.0%	\$ -	
26	Detachable Warning Surface	\$ 500.00	10.00	EA \$ 5,000.00	\$ 500.00	0.00	\$ -	\$ 500.00	0.00	EA \$ 5,000.00	10.00	EA \$ 5,000.00	0.00	EA	0.0%	\$ -	
27	8" Striping (Thermo)	\$ 7.00	578.00	LF \$ 4,046.00	\$ 7.00	0.00	\$ -	\$ 7.00	191.00	LF \$ 1,337.00	769.00	LF \$ 5,383.00	191.00	LF	33.0%	\$ 1,337.00	Additional 8" thermoplastic striping installed per City request for the new crosswalks added at the Roadhouse Spa driveway near Sta. 58+00 & the Citizen Bank & Trust driveway near Sta. 59+75.
28	24" Striping (Thermo)	\$ 25.00	439.00	LF \$ 10,975.00	\$ 25.00	0.00	\$ -	\$ 25.00	661.00	LF \$ 16,525.00	661.00	LF \$ 16,525.00	222.00	LF	50.6%	\$ 5,550.00	Additional 24" thermoplastic striping installed per City request for the new crosswalk added at the Roadhouse Spa driveway near Sta. 58+00 & the Citizen Bank & Trust driveway near Sta. 59+75 and for a new stop bar installed across the WB lanes of E. Causeway Approach near Sta. 62+80.
29	Sign (Type A)	\$ 52.00	34.50	SF \$ 1,794.00	\$ 52.00	0.00	\$ -	\$ 52.00	34.50	SF \$ 1,794.00	34.50	SF \$ 1,794.00	0.00	SF	0.0%	\$ -	
30	Square Tube Post with 2 1/4" Anchor	\$ 300.00	4.00	EA \$ 1,200.00	\$ 300.00	0.00	\$ -	\$ 300.00	10.00	EA \$ 3,000.00	10.00	EA \$ 3,000.00	6.00	EA	150.0%	\$ 1,800.00	Additional sign posts with anchors installed per City & GNOEC request to be breakaway compliant.
31	Geotextile Fabric	\$ 5.00	46.70	SY \$ 233.50	\$ 5.00	0.00	\$ -	\$ 5.00	46.70	SY \$ 233.50	46.70	SY \$ 233.50	0.00	SY	0.0%	\$ -	
SUBTOTAL ORIGINAL PROJECT				\$ 399,269.06	\$ -		\$ -	\$ 33,140.07		\$ 432,408.13		\$ 33,140.07			8.3%	\$ 33,140.07	

ITEM NO.	DESCRIPTION OF WORK	SUMMARY OF ORIGINAL CONTRACT			SUMMARY OF PRIOR CHANGE ORDERS TO DATE			SUMMARY OF CHANGE ORDER NO. 3			SUMMARY OF REVISED CONTRACT			OVERRUN / UNDERRUN			NOTES
		UNIT PRICE	QUANTITY	EXTENSION	UNIT PRICE	QUANTITY	EXTENSION	UNIT PRICE	QUANTITY	EXTENSION	QUANTITY	UNIT	EXTENSION	QUANTITY	UNIT	%	
Change Orders Summary																	
CO #2 (COR 5)	Cheron Dr. Intersection	\$ -	0	LS \$ -	\$28,250.00	1	\$28,250.00	\$28,250.00	0	LS \$ -	1	LS \$ 28,250.00	1	LS	100.0%	\$ 28,250.00	Approved by change order no. 2. Change needed to remove the existing asphalt pavement & curbs at the NB & SB sections of Cheron Drive south of the intersection with E. Causeway Approach and replace with new 8" PCPC pavement with curbs, including form work, new base material, joints, & wire mesh reinforcement.
CO #2 (COR 2)	Headwall	\$ -	0	LS \$ -	\$ 5,403.66	1	\$ 5,403.66	\$ 5,403.66	0	LS \$ -	1	LS \$ 5,403.66	1	LS	100.0%	\$ 5,403.66	Approved by change order no. 2. Change needed to install a concrete headwall extension along edge of an existing triple barrel storm drain near Station 41+28.
CO #3 (COR 3)	Form / Grade Adjustment	\$ -	0	LS \$ -	\$ 8,761.00	1	\$ 8,761.00	\$ 8,761.00	1	LS \$ 8,761.00	1	LS \$ 8,761.00	1	LS	100.0%	\$ 8,761.00	Included in change order no. 3. Change needed to remove and replace the form boards and to regrade dirt based on the new revised plan grades from Sta. 15+00 to Sta. 22+83 due to elevation issues.
CO #3 (COR 4)	Form / Grade Adjustment	\$ -	0	LS \$ -	\$ 2,511.41	1	\$ 2,511.41	\$ 2,511.41	1	LS \$ 2,511.41	1	LS \$ 2,511.41	1	LS	100.0%	\$ 2,511.41	Included in change order no. 3. Change needed to remove and replace the form boards and to regrade dirt based on the new revised plan grades from Sta. 60+18 to Sta. 61+39 due to elevation issues.
CO #3 (COR 6)	Cheron Dr. Base Work	\$ -	0	LS \$ -	\$11,119.06	1	\$11,119.06	\$11,119.06	1	LS \$ 11,119.06	1	LS \$ 11,119.06	1	LS	100.0%	\$ 11,119.06	Included in change order no. 3. Change needed to remove and replace base material, including installation of geotextile fabric, geogrid, sand, and limestone due to unsuitable existing base for the new concrete roadway apron at Cheron.
CO #3 (COR 7)	#6 Dowels @ Expansion Joint	\$ -	0	LS \$ -	\$ 2,494.01	1	\$ 2,494.01	\$ 2,494.01	1	LS \$ 2,494.01	1	LS \$ 2,494.01	1	LS	100.0%	\$ 2,494.01	Included in change order no. 3. Change needed to add 3 new #6 smooth dowel bars at expansion joints every 36 LF for the new sidewalk as per the request of City/Digital.
CO #3 (COR 8)	Change from 3500 PSI to 4000 PSI Concrete Mix Design	\$ -	0	LS \$ -	\$ 2,391.39	1	\$ 2,391.39	\$ 2,391.39	1	LS \$ 2,391.39	1	LS \$ 2,391.39	1	LS	100.0%	\$ 2,391.39	Included in change order no. 3. Change needed to adjust the CY unit price to use a 4,000 PSI in lieu of a 3,500 PSI concrete mix design for approximately 500 CY of sidewalk & 14 CY of driveway as per City request as site is subjected to traffic loading.
CO #3 (COR 9)	4" Thermoplastic Striping	\$ -	0	LS \$ -	\$ 245.00	1	\$ 245.00	\$ 245.00	1	LS \$ 245.00	1	LS \$ 245.00	1	LS	100.0%	\$ 245.00	Included in change order no. 3. Change needed to install an additional 101 LF of 4" wide thermoplastic stripe on edge line at Cheron to match pre-existing for lane channelization.
CO #2 Adjustment	Corrects mathematical error in CO 2	\$ -	0	LS \$ -	\$ (0.02)	1	\$ (0.02)	\$ (0.02)	1	LS \$ (0.02)	1	LS \$ (0.02)	1	LS	100.0%	\$ -	Adjustment for mathematical error on change order no. 2.
SUBTOTAL CHANGE ORDERS				\$ -	\$ 33,653.64		\$ 33,653.64	\$ 27,511.89		\$ 61,165.53		\$ 61,165.53				\$ 61,165.53	
CONTRACT TOTALS				\$ 399,269.06	\$ 33,653.64		\$ 432,922.70	\$ 60,651.96		\$ 493,574.66		\$ 493,574.66				\$ 84,305.60	



**E. Causeway Approach Sidewalks
Change Request # 03**

1/15/2024

Remove / replace form boards and regrade dirt from Sta. 15+00 to Sta. 22+83 due to elevation issues

Total Change	8,761.00
Total Time Impact	5
Overtime Included	NO

Scope included:

Install forms as per plan grades from Sta. 15+00 to Sta. 22+83

M&J met with Digital & City onsite and it was determined to revise cross section elevations.

M&J skipped this section until revised grade sheets were developed.

Once M&J received new grades, forms were removed, dirt grade was raised, compacted, tested by Lab and forms were reinstalled.

PROJECT NAME Remove / replace form boards and regrade dirt from Sta. 15+00 to Sta. 22+83 due to elevation issues
Description of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked		Total Cost
Working Superintendent	50.00	16	hours	800.00
Operator	25.00	16	hours	400.00
Labor (removing forms) 3 ea	25.00	12	hours	300.00
Add Labor Burden @		18	%	270.00
LABOR TOTAL				1,770.00

2. Material

	Unit Price*	Units Required		Total Cost
Material Required for Change				
Additional dirt required to bring proposed sidewalk up to grade / rebuild slope	\$ 265.00	5.00	Loads	1,325.00
				-
Add Tax @			9.95 %	131.84
MATERIAL TOTAL				1,456.84

3. Subcontractor

	Unit Price*	Units Required		Total Cost
Material Required for Change				
Re-install forms	\$ 1.00	1,000.00	LS	1,000.00
SUBCONTRACTOR TOTAL				1,000.00

4. Equipment

	Unit Price*	Units Required		Total Cost
Equipment Required for Change				
Mini Trackhoe	125.50	16	hours	2,008.00
Skid Steer	63.76	16	hours	1,020.16
Add Tax @			%	-
EQUIPMENT TOTAL				3,028.16

DIRECT COST (SUM A 1, 2, 3, 4& 5) **7,255.00**

General Liability and bond (Direct Cost X 5 %) 5 **363.00**

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% 15 **1,143.00**

Total Subcontractor Cost **8,761.00**

Total Contract Days added from Project Schedule **3**

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 4/24/2024



E. Causeway Approach Sidewalks
Change Request # 04 Rev 1

3/27/2024

Remove / replace form boards and regrade dirt from Sta. 60+18 to Sta. 61+39 due to elevation issues

Total Change	2,511.41
Total Time Impact	3
Overtime Included	NO

Scope included:

Install forms as per plan grades from Sta. 60+18 to Sta. 61+39

M&J met with Digital & City onsite and it was determined to revise cross section elevations.

M&J skipped this section until revised grade sheets were developed.

Once M&J received new grades, forms were removed, dirt grade was raised, compacted, tested by Lab and forms were reinstalled.

PROJECT NAME Remove / replace form boards and regrade dirt from Sta. 60+18 to Sta. 61+39 due to elevation issues
Description of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked		Total Cost
Working Superintendent	50.00	4	hours	200.00
Operator	25.00	4	hours	100.00
Labor (removing forms) 3 ea	25.00	6	hours	150.00
Add Labor Burden @		18	%	81.00
LABOR TOTAL				531.00

2. Material

	Unit Price*	Units Required		Total Cost
Material Required for Change				
Additional dirt required to bring proposed sidewalk up to grade / rebuild slope	\$ 265.00	1.00	Loads	265.00
				-
				-
Add Tax @		9.95	%	26.37
MATERIAL TOTAL				291.37

3. Subcontractor

	Unit Price*	Units Required		Total Cost
Material Required for Change				
Re-install forms	\$ 1.00	500.00	LS	500.00
SUBCONTRACTOR TOTAL				500.00

4. Equipment

	Unit Price*	Units Required		Total Cost
Equipment Required for Change				
Mini Trackhoe	125.50	4	hours	502.00
Skid Steer	63.76	4	hours	255.04
Add Tax @			%	-
EQUIPMENT TOTAL				757.04

DIRECT COST (SUM A 1, 2, 3, 4& 5) **2,079.41**

General Liability and bond (Direct Cost X 5 %) 5 **104.00**

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% 15 **328.00**

Total Subcontractor Cost **2,511.41**

Total Contract Days added from Project Schedule **3**

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 4/24/2024



3/27/2024

E. Causeway Approach Sidewalks
Change Request # 06 Rev 1

Cheron Dr. Remove and replacement of base material, add fabric, geo grid, sand, and limestone to repair
unsuitable existing base for new concrete roadway apron.

Total Change	11,119.06
Total Time Impact	2
Overtime Included	NO

Scope included:

- Remove existing unforeseen pumping dirt base 8" deep below Cheron Dr. to achieve a stable base.
- Install class D fabric and geo grid
- Install one load of sand and 6 loads of 610 limestone for new base 8" thick.
- Pack base with double smooth drum roller.

Not included:

Lab testing

2/6/2024

PROJECT NAME Cheron Dr. Remove and replacement of base material, add fabric, geo grid, sand, and limestone to repair
Description unsuitable existing base for new concrete roadway apron.
of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked		Total Cost
<u>Working Superintendent</u>	50.00	12	hours	600.00
<u>Laborers (2 ea)</u>	25.00	16	hours	400.00
	Add Labor Burden @	18	%	180.00
LABOR TOTAL				1,180.00

2. Material

	Unit Price*	Units Required		Total Cost
<u>Material Required for Change</u>				
<u>Sand includes freight</u>	\$ 275.00	1.00	roll	275.00
<u>610 Limestone base includes freight</u>	\$ 1,000.00	5.00	Load	5,000.00
<u>Fabric Class D</u>	\$ 1.00	200.00	SY	200.00
<u>Geo Grid</u>	\$ 1.00	200.00	SY	200.00
				-
	Add Tax @	10	%	567.50
MATERIAL TOTAL				6,242.50

3. Subcontractor

	Unit Price*	Units Required		Total Cost
<u>Material Required for Change</u>				
<u>Hot shot Geo Grid from Metairie CMC</u>	\$ 200.00	1.00	EA	200.00
<u>Dump Truck (haul off unsuitable base)</u>	\$ 225.00	2.00	EA	450.00
SUBCONTRACTOR TOTAL				650.00

4. Equipment

	Unit Price*	Units Required		Total Cost
<u>Equipment Required for Change</u>				
<u>Mini Trackhoe</u>	125.50	6	hours	753.00
<u>Skid Steer</u>	63.76	6	hours	382.56
	Add Tax @		%	-
EQUIPMENT TOTAL				1,135.56

DIRECT COST (SUM A 1, 2, 3, 4& 5) 9,208.06

General Liability and bond (Direct Cost X 5 %) 5 461.00

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% 15 1,450.00

Total Subcontractor Cost 11,119.06

Total Contract Days added from Project Schedule 2

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 4/24/2024



**E. Causeway Approach Sidewalks
Change Request # 07**

3/28/2024

Add 3 dowels to expansion joints every 36 LF in sidewalk

Total Change	2,494.01
Total Time Impact	3
Overtime Included	NO

Scope included:

Provide, #6 smooth dowel bars in lieu of nails/pins in expansion joints every 36 LF for sidewalk at the request of City/Digital.
Grease dowels and support with pins.

Theoretical expansion joints and concrete qty's for COR 7 and 8:

Sta. 15+00 to Sta. 22+99 = 799 LF
 Sta. 23+35 to Sta. 23+68 = 33 LF
 Sta. 24+05 to Sta. 40+77 = 1672 LF
 Sta. 41+23 to Sta. 47+03 = 580 LF
 Sta. 47+15 to Sta. 48+26 = 111 LF
 Sta. 48+38 to Sta. 51+33 = 295 LF
 Sta. 51+64 to Sta. 52+94 = 130 LF
 Sta. 53+05 to Sta. 54+00 = 95 LF
 Sta. 54+11 to Sta. 55+82 = 171 LF
 Sta. 56+03 to Sta. 59+63 = 360 LF
 Sta. 60+04 to Sta. 61+45 = 141 LF
 Sta. 61+80 to Sta. 62+10 = 30 LF
 190 Crossing = 22 LF
 City hall = 52 LF

4491 LF / 36 LF = 125 ea expansion joints with dowels.

PROJECT NAME Add 3 dowels to expansion joints every 36 lf
Description of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked		Total Cost
_____	_____	_____	hours	-
_____	_____	_____	hours	-
_____	25.00	21	hours	525.00
_____	Add Labor Burden @	18	%	94.50
LABOR TOTAL				619.50

2. Material

Material Required for Change	Unit Price*	Units Required		Total Cost
Dowels	\$ 2.71	375.00	each	1,016.25
Grease	\$ 20.00	1.00	LS	20.00
Support pins.	\$ 0.25	750.00	each	187.50
_____	Add Tax @	9.95	%	121.76
MATERIAL TOTAL				1,345.51

3. Subcontractor

Material Required for Change	Unit Price*	Units Required		Total Cost
Delivery	\$ 1.00	100.00	LS	100.00
SUBCONTRACTOR TOTAL				100.00

4. Equipment

Equipment Required for Change	Unit Price*	Units Required		Total Cost
_____	_____	_____	hours	-
_____	_____	_____	hours	-
_____	Add Tax @	_____	%	-
EQUIPMENT TOTAL				-

DIRECT COST (SUM A 1, 2, 3, 4 & 5) **2,065.01**

General Liability and bond (Direct Cost X 5 %) **104.00**

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% **325.00**

Total Subcontractor Cost **2,494.01**

Total Contract Days added from Project Schedule **3**

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 4/24/2024



**E. Causeway Approach Sidewalks
Change Request # 08**

3/28/2024

Concrete mix design change from 3,500 PSI to 4,000 PSI at request of City

Total Change	2,381.39
Total Time Impact	0
Overtime Included	NO

Scope included:

Adjust the CY unit price to use a 4,000 PSI in lieu of a 3,500 PSI concrete mix design for approx. 500 CY of sidewalk & 14 CY of driveway per City request as site is subjected to traffic loading.

PROJECT NAME Additional cost of concrete from 3500 PSI to 4000 PSI
Description of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked	Total Cost
_____		hours	-
_____		hours	-
_____		hours	-
Add Labor Burden @	18	%	-
LABOR TOTAL			-

2. Material

Material Required for Change	Unit Price*	Units Required	Total Cost
Sidewalk qtys (3008.33 SY)	\$ 4.00	501.38 CY	2,005.52
Driveway qtys (85 SY)	\$ 4.00	14.17 CY	56.68
_____			-
Add Tax @	9.95	%	205.19
MATERIAL TOTAL			2,267.39

3. Subcontractor

Material Required for Change	Unit Price*	Units Required	Total Cost
_____		LS	-
SUBCONTRACTOR TOTAL			-

4. Equipment

Equipment Required for Change	Unit Price*	Units Required	Total Cost
_____		hours	-
_____		hours	-
Add Tax @		%	-
EQUIPMENT TOTAL			-

DIRECT COST (SUM A 1, 2, 3, 4& 5) 2,267.39

General Liability and bond (Direct Cost X 5 %) 114.00

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% -

Total Subcontractor Cost 2,381.39

Total Contract Days added from Project Schedule 0

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 4/24/2024



**E. Causeway Approach Sidewalks
Change Request # 09**

3/28/2024

Add 4" stripe along edge line at Cheron, 101 LF

Total Change	245.00
Total Time Impact	0
Overtime Included	NO

Scope included:

Install 4" wide stripe on edge line at Cheron for lane channelization.
101 LF installed

PROJECT NAME 4" wide striping at Cheron edge line
Description of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

Hourly Wage Rate Paid	Hours Worked	Total Cost
_____	_____ hours	-
_____	_____ hours	-
_____	_____ hours	-
Add Labor Burden @	<u>18</u> %	-
LABOR TOTAL		-

2. Material

Material Required for Change	Unit Price*	Units Required	Total Cost
_____	_____	_____ Loads	-
_____	_____	_____	-
_____	_____	_____	-
Add Tax @	<u>9.95</u> %		-
MATERIAL TOTAL			-

3. Subcontractor

Material Required for Change	Unit Price*	Units Required	Total Cost
<u>Stripe</u>	\$ <u>2.00</u>	<u>101.00</u> LF	<u>202.00</u>
SUBCONTRACTOR TOTAL			<u>202.00</u>

4. Equipment

Equipment Required for Change	Unit Price*	Units Required	Total Cost
_____	_____	_____ hours	-
_____	_____	_____ hours	-
Add Tax @	_____ %		-
EQUIPMENT TOTAL			-

DIRECT COST (SUM A 1, 2, 3, 4 & 5) 202.00

General Liability and bond (Direct Cost X 5 %) 11.00

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% 32.00

Total Subcontractor Cost 245.00

Total Contract Days added from Project Schedule 0

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 4/24/2024

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER _____; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AWARDING THE ST. TAMMANY FARMER AS THE CITY OF MANDEVILLE'S OFFICIAL JOURNAL FOR JULY 1, 2024 THROUGH JUNE 30, 2025

WHEREAS, On April 29, 2024 the City of Mandeville requested proposals for its official journal for the term July 1, 2024 through June 30, 2025; and

WHEREAS, the St. Tammany Farmer meets all requirements to serve as an official journal, as specified under Louisiana R.S. 43:142, Qualifications of Newspaper; and

WHEREAS, On April 30, 2024, the City of Mandeville received a bid for \$4.62 per column inch and \$0.33 per agate line from the St. Tammany Farmer.

NOW, THEREFORE, BE IT RESOLVED, by the City of Mandeville, in regular session assembled on this the __th day of May 2024, that selection is made of The St. Tammany Farmer as the official journal for the City of Mandeville for the term commencing July 1, 2024 until June 30, 2025.

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

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

and the Resolution was declared adopted this __th day of May, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

THE ST. TAMMANY FARMER

April 30, 2024

Kristine Scherer
Council Clerk
City of Mandeville
3101 E. Causeway Approach
Mandeville, LA

RE: Request for Proposals for 2024-2025 Official Journal

Dear Ms. Scherer:

We submit *The St. Tammany Farmer* for your consideration to act as the Official Journal for the City of Mandeville for a one-year period beginning July 1, 2024, through June 30, 2025.

The St. Tammany Farmer meets all requirements to serve as an official journal, as specified under Louisiana R.S. 43:142, Qualifications of Newspaper.

Rate:

\$4.62 per column inch

\$.33 per agate line

Affidavit and Tearsheet:

Affidavits can be supplied upon request for \$25 per affidavit. Each affidavit comes with a system printed tearsheet.

Copy Submission:

We can receive copy electronically in Word Format.

Deadlines:

Thursday prior to publication 2p.m.

Thank you for this opportunity to respond to the bid notice.

Sincerely,



Joy Newman

Classified Director

The Advocate

Baton Rouge – New Orleans – Acadiana

jnewman@theadvocate.com

THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER ZUCKERMAN, AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO.

24-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING TRAVEL EXPENSES FOR MAYOR CLAY MADDEN TO ATTEND THE 2024 ASSOCIATION OF STATE FLOODPLAIN MANAGERS CONFERENCE IN SALT LAKE CITY, UTAH FROM JUNE 23 - 27, 2024 AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, On September 11, 2008 the Mandeville City Council approved Ordinance No. 08-37, revised through Ordinance 13-02, which adopted travel policies for all City of Mandeville employees, non- classified employees, and elected officials; and

WHEREAS, Section “8.2.C.”, Authorization to Travel, of the Travel and Travel – Related Reimbursements Policy requires that out-of-state travel expenses for the Mayor, any member of the City Council or any member of standing boards and/or commissions of the City be authorized by resolution of the City Council in a public meeting; and

WHEREAS, Mayor Clay Madden desires to attend the 2024 Association of State Floodplain Managers Conference in Salt Lake City, Utah, from June 23 - 27, 2024.

WHEREAS, Travel expenses include hotel, conference registration fees and airfare.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Mandeville in regular session assembled on the day of May 9, 2024, that the travel expenses be authorized and approved for Mayor Clay Madden to attend the 2024 Association of State Floodplain Managers Conference in Salt Lake City, Utah, from June 23 - 27, 2024.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

And the resolution was declared adopted this ____ day of May, 2024

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

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

RESOLUTION NO. 24-21

**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 VECTURA CONSULTING
SERVICES, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Vectura Consulting Services, LLC to provide professional services for performing a corridor study, including associated necessary field observation and data collection services for Monroe Street from West Service Road to Lamarque Street in the City of Mandeville. The study shall also include the intersection of West Service Road at the West Causeway Approach Off-Ramp and the intersection of West Service Road at the North Causeway Boulevard Off-Ramp.

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

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF
MANDEVILLE AND
VECTURA CONSULTING SERVICES, LLC**

**COM PROJ. NO. 435.21.001
MONROE STREET CORRIDOR STUDY PROJECT**

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Vectura Consulting Services, LLC. represented by Laurence Lambert, P.E., PTOE, PTP, Partner, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications approved by the City on February 1, 2024, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated April 15, 2024 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

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

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The Consultant shall provide professional services for performing a corridor study, including the associated necessary field observation & data collection services, for Monroe Street from West Service Road to Lamarque Street in the City of Mandeville. The study shall also include performing a study on the intersection of West Service Road at the West Causeway Approach Off-Ramp and the intersection of West Service Road at the North Causeway Boulevard Off-Ramp.

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 basic services to be performed by the Consultant are divided into three (3) phases of work identified in general as follows and more fully described below:

Phase I.	Field Observation & Data Collection
Phase II.	Data Analysis, Study, & Report
Phase III.	Additional Analysis & Modeling

PHASE I – FIELD OBSERVATION & DATA COLLECTION

- Collect 7-day, 24-hour tube counts at 16 locations. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 16 proposed locations to collect average daily traffic data for the Monroe Street, E. Causeway Approach, and W. Service Road Corridors.)*
- Collect six-hour turning moving count at 30 intersections that include the AM / PM peak periods. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 30 proposed locations to collect turning movement data for the Monroe Street Corridor.)*
- Provide field observations to document the unmet demand and any other operational issues at 9 intersections of the aforementioned 30 selected intersections along the Monroe Street Corridor for which turning movement data is to be collected. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 9 proposed locations to provide field observations to document the unmet demand and any other operational issues for the Monroe Street Corridor.)*
- Provide a 2nd camera to document traffic operations on the minor approach at 21 intersections of the aforementioned 30 selected intersections along the Monroe Street Corridor for which turning movement data is to be collected. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 21 proposed locations to provide 2nd cameras to document traffic operations for the Monroe Street Corridor.)*

NOTE: Data Collection services shall not be performed while schools are in session unless other authorized by the City.

Phase I Project Deliverables:

1. Summary of collected traffic data following Phase I.

PHASE II – DATA ANALYSIS, STUDY, & REPORT

- Analyze the AM / PM peak hours utilizing HCS or Synchro.
- Develop and analyze 20 year No Build design volumes utilizing a growth rate from the NO RPC in HCS or Synchro.
- Present findings at an in-person meeting.
- Prepare technical memorandum summarizing findings of the analysis that will generally follow the Department of Transportation and Development Traffic

Engineering Process and Report format (technical memorandum will not include Appendices C (Safety), E (Alternatives Analysis), and Chapter 3).

Phase II Project Deliverables:

1. Technical Memorandum summarizing findings of the analysis.

PHASE III – ADDITIONAL ANALYSIS & MODELING

- Provide additional analysis & modeling services for other potential Buildout scenarios upon request of the City.
- Prepare written summary briefs for other scenario analyses performed.
- Present findings at an in-person meeting, if requested.
- All services will be provided at the request of the City, as needed.

Phase III Project Deliverables:

1. Written summary briefs for other scenario analyses performed.

Other Project Deliverables:

1. Project Schedule, including the anticipated number of days & completion dates for Phases I and Phase II, for City review and approval.
- 2: Submit Monthly Pay Requests & Schedule Updates.

B. CONSULTANT'S STANDARD OF CARE.

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

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
 1. GIS/CAD files of:

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

ARTICLE III. CONTRACT TIME AND SCHEDULE

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

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

C. PROJECT SCHEDULE: Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate and complete the Field Observation & Data Collection while schools are in session following the issuance of the Notice to Proceed for the project. The data analysis, study & report services to be performing during Phase II shall be initiated immediately following the completion and approval of the Phase I services and completed in accordance with the City approved Project Schedule. The additional analysis & modeling services for each City authorized Buildout scenario associated with Phase III shall commence within (10) calendar days after receipt of City's authorization and shall be performed throughout the length of the contract on as needed basis. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change or amendment. 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. DELAYS: The City may assess the Consultant \$1,500.00 per calendar day for each phase that is not completed by the deadline in the approved schedule, without further notice to the Consultant, to the extent the delay is caused solely by the Consultant. The City may deduct this penalty from payments due to the Consultant for services rendered under this Agreement up to a maximum amount for each phase equivalent to 25% of the total fee for that phase of work.

ARTICLE IV. COMPENSATION

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

PHASE I.	FIELD OBSERVATION & DATA COLLECTION	\$47,174.00	(Lump Sum)
PHASE II.	DATA ANALYSIS, STUDY, & REPORT	\$56,565.00	(Lump Sum)
PHASE III.	ADDITIONAL ANALYSIS & MODELING	\$25,000.00	(Hourly, NTE) ⁽¹⁾

⁽¹⁾ For Hourly rates associated with Phase III refer to Exhibit A – Vectura Consulting Services, LLC, Monroe Street Corridor Study – Extra Work letter dated April 24, 2024.

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$128,739.00**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City’s Department of Finance has certified the availability of the additional funding. The City’s obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

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

1. The City’s officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable

established in this Agreement; and

3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

ARTICLE V. INVOICES

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

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

ARTICLE VI. INDEMNITY.

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

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

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

ultimately absolved from liability.

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

ARTICLE VII. INSURANCE

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

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

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

1. ***Additional Insured Status:*** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions

used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.

2. **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION.

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

B. **NON – DISCRIMINATION IN EMPLOYMENT:** In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any

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

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

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

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

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

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

ARTICLE X. NOTICES

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

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

&

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

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

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

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

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data

after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

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

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

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

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

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

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

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

I. PERFORMANCE MEASURES: The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with

the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

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

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

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

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

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

N. CONFLICT OF INTEREST: To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be

adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: Noelected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

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

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

R. EMPLOYEE VERIFICATION: The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for

any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City asworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

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

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

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

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

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

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

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

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2024.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

VECTURA CONSULTING SERVICES, LLC

BY: _____

LAURENCE LAMBERT, P.E., PTOE, PTP, PARTNER

CORPORATE TAX I.D.

Exhibit A

Vectura Consulting Services, LLC, Monroe Street Corridor Study – Extra Work letter
(dated April 24, 2024)



Phone: 225.223.6685



Mailing Address:
P.O. box 14269
Baton rouge, LA 70898



vecturacs.com

April 24, 2024

David LeBreton, Jr., PE, PTOE, PTP
Vice President
Digital Engineering
3500 U.S. Hwy 190
Mandeville, LA 70471

RE: Monroe Street Corridor Study – Extra Work
Mandeville, LA

Dear David:

Vectura Consulting Services, LLC (Vectura) is pleased to submit this proposal to the City of Mandeville (Client) to provide hourly rates for any extra tasks needed associated with the corridor study for Monroe Street from W. Service Road to Lamarque Street in Mandeville, Louisiana (Project). Please see the following hourly rates below for our employee classifications.

Employee Classification	Hourly Rate
Clerical	\$75
EI	\$110
Field Tech	\$110
Data Manager	\$140
Engineer	\$165
Supervisor	\$215
Milage	\$0.67

These rates will remain valid for one year from the date of this letter. We will bill the Client monthly and hold the Client responsible for payment of services. Our statements shall be due and payable within 30 days of the statement date. If payment is not made within 90 calendar days of statement date, the amounts due us may include a charge of one percent per month from the sixtieth day.

Thank you for allowing us to submit this proposal. We look forward to working with you on this project. Should you have any questions, or if I may be of further service to you in any way, please let me know. This proposal shall remain valid for 90 days.

Sincerely,
VECTURA CONSULTING SERVICES, LLC



Laurence Lambert PE, PTOE, PTP Partner





Phone: 225.223.6685



Mailing Address:
P.O. box 14269
Baton rouge, LA 70898



vecturacs.com

April 15, 2024

David LeBreton, Jr., PE, PTOE, PTP
Vice President
Digital Engineering
3500 U.S. Hwy 190
Mandeville, LA 70471

RE: Monroe Street Corridor Study
Mandeville, LA

Dear David:

Vectura Consulting Services, LLC (Vectura) is pleased to submit this proposal to the City of Mandeville (Client) to perform a corridor study for Monroe Street from W. Service Road to Lamarque Street in Mandeville, Louisiana (Project). The study will also include two intersections on the W. Service Road (W. Causeway Approach Off-Ramp and N Causeway Blvd Off-Ramp). Based on a phone conversation and emails from a representative of the Client, the following limits of study were developed:

- 7-day, 24-hour tube counts at 16 locations
- Six-hour turning moving count at 30 intersections that include the AM / PM peak periods
- Provide field observations to document the unmet demand and any other operational issues at nine intersections
- Provide a 2nd camera to document traffic operations on the minor approach at 21 intersections
- Analyze the AM / PM peak hours utilizing HCS or Synchro
- Develop and analyze 20 year No Build design volumes utilizing a growth rate from the NO RPC in HCS or Synchro
- Present findings at an in-person meeting
- Prepare technical memorandum summarizing findings of the analysis that will generally follow the Department of Transportation and Development Traffic Engineering Process and Report format (technical memorandum will not include Appendices C (Safety), E (Alternatives Analysis), and Chapter 3)
- ~~Update traffic data with four hour counts and HCM analyses on a yearly basis for four additional years resulting in a five year project (initial year plus four years of updating)~~
- ~~Update technical memorandum with current traffic data on a yearly basis (Years 2 - 5)~~

Note: Stricken bullet points not included in original Agreement.

- Project coordination with Digital Engineering and City of to obtain answers related to traffic analyses and documentation. **Note: Staff-hours & fees associated with potential future years 2-5 not included in original Agreement.**

See attached for breakdown of staff-hours and tasks for Year 1 ~~and Years 2-5~~.

Total Lump Sum Fee: \$103,739.00 (Year 1) and ~~\$75,134.00 (each year for Years 2-5)~~


An additional \$25,000.00 (Hourly NTE) to be included and utilized on as needed basis for additional analysis & modeling services per City request.

It should be noted that there are periods of time that are not acceptable to collect traffic data (i.e., holidays and non-school periods) that could affect the timeline of the Project. Services not included in this scope are as follows: safety analyses, speed studies, traffic signal warrants, STOP sign warrants, roundabout analyses, site specific traffic impact studies, and alternative analyses.

We will bill the Client monthly and hold the Client responsible for payment of services. Our statements shall be due and payable within 30 days of the statement date. If payment is not made within 90 calendar days of statement date, the amounts due us may include a charge of one percent per month from the sixtieth day.

If this satisfactorily sets forth your understanding of our agreement, please have the original documents signed in the space provided below and returned to us, keeping a copy for your files. Thank you for allowing us to submit this proposal. We look forward to working with you on this project. Should you have any questions, or if I may be of further service to you in any way, please let me know. This proposal shall remain valid for 90 days.

Sincerely,
VECTURA CONSULTING SERVICES, LLC



Laurence Lambert PE, PTOE, PTP Partner

Agreed to and accepted by:

David LeBreton, Jr., PE, PTOE, PTP (Digital Engineering)

Date

PROPOSAL
 For
City of Mandeville
Monroe Street Corridor Study
 First Year
 Performed by
VECTURA CONSULTING SERVICES, LLC
 Staff-Hour Estimate
 DATE: 4/15/24

LABOR AND FEE ESTIMATE		PRINCIPAL	SUPERVISOR	ENGINEER	PRE-PROFESSIONAL	Cost Per Task
		Hours	Hours	Hours	Hours	
1 Project Coordination						
a	Coordination with DEII and Mandeville		8			\$1,800.00
2 Data Collection						
a	Field observations for AM and PM peak period turning movement counts for six hours at nine intersections. Unmet demand will be documented along with any other operational issues.		1	6	54	\$6,885.00
3 Existing Intersection Analysis						
a	Analyze AM and PM peak hour turning movement counts, heavy vehicle percents and lane usage using Synchro or HCS software for 30 intersections.		4	12	120	\$15,480.00
4 No Build Intersection Analysis						
a	Develop 20 year No Build design volumes utilizing a growth rate from the NO RPC travel demand model. Analyze AM and PM peak hour No Build volumes using Synchro or HCS software for 30 intersections.		2	6	60	\$7,740.00
5 Develop and Present Report						
a	Vectura will develop a technical report to summarize the traffic volume data and results of the intersection analyses. The Measures of Effectiveness that will be documented in the report will be the Level of Service, average stopped delay, 95% queue length and the volume to capacity ratio. Before finalizing the report, Vectura will make a presentation to the project stakeholders.		8	24	180	\$24,660.00
TOTAL ESTIMATED STAFF-HOURS/FEE			23	48	414	\$56,565.00

EMPLOYEE CLASSIFICATION	BILLABLE HOURLY RATES	HOURS	COST
SUPERVISOR-ENGINEER	\$225.00	23	\$5,175.00
ENGINEER	\$165.00	48	\$7,920.00
PRE-PROFESSIONAL	\$105.00	414	\$43,470.00

DIRECT EXPENSES	UNIT	UNIT COST	QUANTITY	COST
Mileage (Assume 10 trips)	MILE	\$0.66	800	\$524.00
Photo copies black and white	EACH	\$0.15	0	\$0.00
Photocopies Color	EACH	\$0.35	0	\$0.00
7-day, 24-hour Traffic Data	EACH	\$1,200.00	16	\$19,200.00
Six-hour TMC (two person)	EACH	\$900.00	5	\$4,500.00
Six-hour TMC (one person)	EACH	\$750.00	25	\$18,750.00
2nd Camera for Queues	EACH	\$200.00	21	\$4,200.00

LABOR FEES	\$56,565.00
DIRECT EXPENSES	\$47,174.00
TOTAL LUMP SUM FEE	\$103,739.00
CONTRACT DAYS	90 WORK DAYS
CONTRACT TERMS	LUMP SUM

Note: Staff-hours & fees associated with potential future years 2-5 not included in original Agreement.

PROPOSAL
 For
 City of Mandeville
 Monroe Street Corridor Study
 Years 2 - 5
 Performed by
VECTURA CONSULTING SERVICES, LLC
 Staff-Hour Estimate
 DATE: 4/15/24

LABOR AND FEE ESTIMATE		PRINCIPAL	SUPERVISOR ENGINEER	ENGINEER	PRE-PROFESSIONAL	Cost Per Task
		Hours	Hours	Hours	Hours	
1 Project Coordination						
a	Coordination with DEII and Mandeville		8			\$1,800.00
2 Data Collection						
a	Field observations for AM and PM peak period turning movement counts for four hours at nine intersections. Unmet demand will be documented along with any other operational issues.		1	6	36	\$4,995.00
3 Existing Intersection Analysis						
a	Update analysis of AM and PM peak hour turning movement counts, heavy vehicle percents and lane usage using Synchro or HCS software for 30 intersections.		2	6	60	\$7,740.00
4 No Build Intersection Analysis						
a	Update 20 year No Build design volumes utilizing a growth rate from the NO RPC travel demand model. Analyze AM and PM peak hour No Build volumes using Synchro or HCS software for 30 intersections.		2	3	30	\$4,095.00
5 Develop and Present Report						
a	Vectura will update a technical report to summarize the traffic volume data and results of the intersection analyses. The Measures of Effectiveness that will be documented in the report will be the Level of Service, average stopped delay, 95% queue length and the volume to capacity ratio.		4	12	90	\$12,330.00
TOTAL ESTIMATED STAFF-HOURS/FEE			17	27	216	\$30,960.00

EMPLOYEE CLASSIFICATION	BILLABLE HOURLY RATES	HOURS	COST
SUPERVISOR-ENGINEER	\$225.00	17	\$3,825.00
ENGINEER	\$165.00	27	\$4,455.00
PRE-PROFESSIONAL	\$105.00	216	\$22,680.00

DIRECT EXPENSES	UNIT	UNIT COST	QUANTITY	COST
Mileage (Assume 10 trips)	MILE	\$0.66	800	\$524.00
Photo copies black and white	EACH	\$0.15	0	\$0.00
Photocopies Color	EACH	\$0.15	0	\$0.00
7-day, 24-hour Traffic Data	EACH	\$1,200.00	16	\$19,200.00
Four-hour TMC (two person)	EACH	\$800.00	5	\$4,000.00
Four-hour TMC (one person)	EACH	\$650.00	25	\$16,250.00
2nd Camera for Queues	EACH	\$200.00	21	\$4,200.00

LABOR FEES	\$30,960.00
DIRECT EXPENSES	\$44,174.00
TOTAL LUMP SUM FEE	\$75,134.00
CONTRACT DAYS	90 WORK DAYS
CONTRACT TERMS	LUMP SUM



Monroe Street Corridor Average Daily Traffic Locations			
No.	Between the limits of:		
1	Sandra Lee Drive	and	W Service Road
2	N Causeway Blvd Frontage Rd	and	E Causeway Approach
3	E Causeway Approach	and	Cambronne Street
4	Cambronne Street	and	Massena Street
5	Massena Street	and	Carondelet Street
6	Carondelet Street	and	Coffee Street
7	Coffee Street	and	Girod Street
8	Girod Street	and	Lamarque Street

*All ADT counts shall capture Classification and Direction

E Causeway Approach Corridor Average Daily Traffic Locations			
No.	Between the limits of:		
1	Monroe Street	and	Shell Driveway
2	Monroe Street	and	Mariner's Blvd
3	Mariner's Blvd	and	Causeway Blvd

*All ADT counts shall capture Classification and Direction

W Service Road Corridor Average Daily Traffic Locations			
No.	Between the limits of:		
1	W Causeway Approach Off Ramp	and	Trey Yuen
2	Monroe Street	and	W Causeway Approach Off Ramp
3	Monroe Street	and	N Causeway Blvd Off Ramp
4	Monroe Street	and	N Causeway Blvd Off Ramp
5	N Causeway Blvd Off Ramp	and	Copal Street

*All ADT counts shall capture Classification and Direction

Monroe Street Corridor Turning Movement Count Locations					
No.	Intersection		No. of Approaches	Intersection Type	Queue Observation
1	Monroe Street	@ W Service Road	4 legged approach	AWSC	Field
2	Monroe Street	@ N Causeway Blvd	Segment	TWSC	Field
3	Monroe Street	@ E Causeway Approach	4 legged approach	Signal	Field
4	Monroe Street	@ Marilyn Drive	3-legged approach	TWSC	Field
5	Monroe Street	@ Antibes St W	3-legged approach	TWSC	Field
6	Monroe Street	@ St Jean De Luz Ave Driveway	Driveway	TWSC	Field
7	Monroe Street	@ Antibes St E / Cambronne St	4-legged approach	TWSC	Field
8	Monroe Street	@ Barbara Place	3-legged approach	TWSC	2nd Camera
9	Monroe Street	@ Kleber Street	4-legged approach	TWSC	2nd Camera
10	Monroe Street	@ Lambert Street	3-legged approach	TWSC	2nd Camera
11	Monroe Street	@ Hutchinson Street	3-legged approach	TWSC	2nd Camera
12	Monroe Street	@ Massena Street	4-legged approach	TWSC	2nd Camera
13	Monroe Street	@ Chase Ct / Maple St	4-legged approach	TWSC	2nd Camera
14	Monroe Street	@ Galvez Street	4-legged approach	TWSC	2nd Camera
15	Monroe Street	@ W Beach Pkwy / Park Ave	4-legged approach	TWSC	2nd Camera
16	Monroe Street	@ Carondelet Street	4-legged approach	TWSC	2nd Camera
17	Monroe Street	@ Wilkinson Street	4-legged approach	TWSC	2nd Camera
18	Monroe Street	@ Ramon Street	3-legged approach	TWSC	2nd Camera
19	Monroe Street	@ Lafayette Street	4-legged approach	TWSC	2nd Camera
20	Monroe Street	@ Adair Street	3-legged approach	TWSC	2nd Camera
21	Monroe Street	@ Depre Street	3-legged approach	TWSC	2nd Camera
22	Monroe Street	@ Coffee Street	4-legged approach	TWSC	2nd Camera
23	Monroe Street	@ Oak Street	3-legged approach	TWSC	2nd Camera
24	Monroe Street	@ Carroll Street	4-legged approach	TWSC	2nd Camera
25	Monroe Street	@ Lafitte Street	4-legged approach	AWSC	2nd Camera
26	Monroe Street	@ Girod Street	4-legged approach	AWSC	2nd Camera
27	Monroe Street	@ Marigny Avenue	4-legged approach	AWSC	2nd Camera
28	Monroe Street	@ Lamarque Street	3-legged approach	TWSC	2nd Camera
29	W Service Road	@ W Causeway Approach Off Ramp	3-legged approach	TWSC	Field
30	W Service Road	@ N Causeway Blvd Off Ramp	3-legged approach	TWSC	Field

AWSC = All Way Stop Controlled
 TWSC = Two Way Stop Controlled

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

ORDINANCE NO. 24-09

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 23-26, THE CAPITAL BUDGET OF THE CITY OF
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2023-2024, Ordinance Number 23-26 is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2023-2024 City of Mandeville Capital Budget; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2023-2024, Ordinance Number 23-26, is hereby amended to include the budget amendments as set forth on the attached Exhibit A - Revised, incorporated as a part hereof, and be adopted for the 2023-2024 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2023-2024 Capital Budget adopted shall remain in full force and effect.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

Budget Amendment #3
Ordinance #24-xx

Current
Budget

Proposed
Change

Revised
Budget

Project Name

Project
Number

Capital Budget

-	200,000.00	200,000.00	Lift Station 4 Upgrade	212.21.009
-	<u>(200,000.00)</u>	<u>(200,000.00)</u>	Lift Stations 3 & 39 Upgrades (Design & Construction)	212.22.002

**City of Mandeville - Exhibit A
FY 2024 Capital Budget**

		FY24 Budget Request	Prior Years Appropriations	Project to Date Spent	Encumbered	General Fund	Special Sales Tax Fund	Street Construction Sales Tax Fund	District 3 Sales Tax Fund	Enterprise Fund	Estimated Maint Cost
GENERAL GOVERNMENT											
100.21.001	Lakefront Wetlands Restoration (Berm between Sunset Point and Lakeshore Dr.)		2,807,466	192,534							1,406
100.21.002	Harbor Field Upgrades		1,132,190	67,810							4,000
100.21.005	Shoreline Protection and Flood Control (Eastside of City)		411,669	89,346							
100.21.006	Shoreline Protection and Flood Control (Westside of City)		300,644	199,356							
100.21.008	Harbor Break Water Repairs		59,791	40,209							
100.21.009	City Parks & Playgrounds Improvements	200,000	516,703	278,297	5,663	200,000					100
100.21.016	Neighborhoods Deck Replacement		256,584	243,416							234
100.21.018	City Hall Master Plan		346,098	297,315							
100.21.019	Seawall Repair	2,000,000	256,459	243,541			2,000,000				5,000
100.22.008	Land Acquisition	500,000	2,151,748	1,048,252		500,000					
100.22.010	Ravine aux Coquille Bank Stabilization		209,571	90,429							300
100.23.001	Recreational Master Plan		79,688	2,313							
100.23.002	Harbor Gazebo Improvements	40,000	385,399	3,101		40,000					
100.23.003	Safety Study		151,478	38,522							
100.23.004	Dew Drop/Lang House Parking		30,000								
		2,740,000	9,095,486	2,834,442	5,663	740,000	2,000,000	-	-		11,040
POLICE											
110.22.001	Vehicle Replacement		199,907	29,268	268,843						
110.22.006	Building and Grounds Repair		122,335	27,665							
110.23.001	Vehicle Replacement		200,000		283,054						
110.23.002	Vehicle Outfitting		87,500		133,990						
110.23.003	Vehicle Replacement (Ida)		80,000		82,777						
110.23.004	Vehicle Outfitting (Ida)		24,000		37,612						
110.23.007	Police Department Building	2,267,000	398,976	1,024		2,267,000					
110.24.001	Vehicle Replacement		225,000			225,000					
110.24.002	Vehicle Outfitting		100,000			100,000					
		2,592,000	1,112,718	57,957	806,276	2,592,000	-	-	-		-
STREET DEPARTMENT											
120.22.001	Buildings & Grounds Repairs		200,000								
120.22.006	6 Yard Dump Truck		100,000		97,594						
120.22.008	30' Interstate Trailer		20,000								
120.22.009	F250 Crew Cab 4x4		110,000		107,155						
120.23.002	Hot Water Pressure Washer		12,000								
120.23.003	Wood Chipper		60,000								
120.24.001	Surveying Equipment	20,000					20,000				
		20,000	502,000	-	204,749	-	20,000	-	-		-

**City of Mandeville - Exhibit A
FY 2024 Capital Budget**

		FY24	Prior Years	Project to Date		General Fund	Special	Street	District 3	Enterprise	Estimated
CAPITAL STREETS		Budget Request	Appropriations	Spent	Encumbered		Sales Tax Fund	Construction Sales Tax Fund	Sales Tax Fund	Fund	Maint Cost
700.21.004	Highway 22 Drainage	4,190,000	7,292,164	517,836					4,190,000		5,836
700.21.009	East Mandeville By-Pass Road	500,000	241,033	508,967					500,000		
700.21.015	Highway 190 Median Project	75,000	215,074	194,926					75,000		
700.22.001	Asphalt Maintenance	1,500,000	604,208	895,792				1,050,000	450,000		
700.22.002	Striping	150,000	98,979	101,021				105,000	45,000		
700.22.003	Roadway & Drainage Maintenance	1,000,000	(251,204)	2,751,204	20,400			700,000	300,000		
700.22.004	Sidewalk Repairs	150,000	249,750	50,250				150,000			
700.22.005	Multi Modal Use Study		30,000								
700.22.006	Highway 190/22 Interchange Improvements Construction	200,000	728,273	236,727					200,000		474
700.22.007	Sidewalk on South Side of E Causeway Approach from Monroe Street to Butterfly Garden		457,843	42,157							231
700.23.001	Old Golden Shores Neighborhood Drainage Improvements	750,000	277,284	122,716				750,000			
700.23.002	Montgomery Street Drainage Improvements		75,000								100
700.23.003	Ravine Au Coquille Watershed Modeling		50,000								
700.24.001	City Wide Roadway Safety Improvements	400,000							400,000		200
700.24.002	Jackson Avenue Traffic Calming	400,000							400,000		200
700.24.003	Fontainebleau Drainage Improvements	400,000							400,000		200
700.24.004	Beau Rivage Drainage Improvements	250,000							250,000		125
700.24.005	Sanitary Storm Sewer Lining	250,000						250,000			125
		10,215,000	10,068,403	5,421,597	20,400	-	-	3,005,000	7,210,000		7,491
WATER DEPARTMENT											
211.21.003	Water System Repairs	300,000	(17,039)	755,858						300,000	
211.21.008	Golden Glen Water Line Replacement & Meter Replacement	493,730	2,061,338	172,013						493,730	1,278
211.22.002	F550 Dump Truck		83,000								1,800
211.22.004	Tilt Trailer		10,000								500
211.23.004	F450 Truck with Tool Body		130,000								1,800
211.23.005	Old Mandeville Waterlines Design	150,000	136,765	3,235						150,000	
211.23.006	Natural Waterway Debris Removal (NCRS)		627,928	242,072							
211.24.001	Chlorinator for Wells	9,000								9,000	
211.24.002	New Flow Meter at Wells	25,000								25,000	100
211.24.003	F150 Truck	30,000								30,000	1,800
211.24.004	Baracades with Lights	5,000								5,000	
211.24.005	Valve Cycling Wrench	12,000								12,000	
211.24.006	Water Meter Replacement	100,000								100,000	
		1,124,730	3,031,993	1,173,177	-	-	-	-	-	1,124,730	7,278

**City of Mandeville - Exhibit A
FY 2024 Capital Budget**

		FY24	Prior Years	Project to Date			Special	Street	District 3	Enterprise	Estimated
SEWER DEPARTMENT		Budget Request	Appropriations	Spent	Encumbered	General Fund	Sales Tax Fund	Construction Sales Tax Fund	Sales Tax Fund	Fund	Maint Cost
212.21.003	Sewer System Repairs	500,000	171,346	927,563						500,000	
212.21.004	Sanitary Sewer Evaluation Study (SSES)	250,000	27,617	272,383						250,000	
212.21.005	SCADA Panel Upgrades		493,957	3,978							200
212.21.010	WWTP Pipeline Extension (Permitting, Geotech)		1,531,817	86,904							
212.21.012	Odor Control Collection System and Treatment Plant		123,205	306,653							77
212.21.015/16	Lift Stations 16 & 26 Upgrades		236,723	833,277							118
212.21.017/18	Lift Stations 35 & 38 Upgrades		51,840	978,660							47
212.21.019	Lift Station 4 Upgrade	200,000	890,282	29,718						200,000	545
212.21.020	Treatment Plant Sludge Removal		411,384	1,984,116							511
212.22.001	Lift Stations 42 & 43 Upgrades (Design & Construction)		951,129	48,871							483
212.22.002	Lift Stations 3 & 39 Upgrades (Design & Construction)	(200,000)	1,661,512	58,488						(200,000)	832
212.22.003	Public Works Building		113,087	86,913							60
212.22.005	Fence at WWTP		175,000								
212.22.006	Vacuum Truck		549,759	241							
212.22.008	Submersible Pump Replacement at Lift Stations	50,000	1,627	58,373						50,000	
212.23.003	F450 Truck with Tool Body		130,000								1,200
212.23.004	F150 Trucks (2)		70,000								4,800
212.23.005	Skid Mounted Jetter/Pipe Hunter	30,000	30,000							30,000	30
212.23.007	Lift Stations 37, 13 and 18 Design		113,726	36,274							
212.23.008	Lift Stations A and 27 Design		44,735	65,265							
212.23.009	Fontainebleau State Park Force Main Construction		347,238	2,763							
212.24.001	Lift Stations 37, 13 and 18 Construction	900,000								900,000	450
212.24.002	Lift Stations A and 27 Construction	900,000					900,000				450
212.24.003	Excavator with Hyrdraulic Hammer and Accessories	80,000					80,000				3,500
212.24.004	10,000 lb Hammer and New Hydraulics for Existing Backhoe	25,000					25,000				50
212.24.005	F250 Truck	40,000					40,000				1,800
212.24.006	Sanitary Sewer Lining	500,000					500,000				
		3,275,000	8,125,984	5,780,439	-	-	1,545,000	-	-	1,730,000	15,154
Total by Funds		19,966,730	31,936,584	15,267,612	1,037,088	3,332,000	3,565,000	3,005,000	7,210,000	2,854,730	40,963