

**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	Prior Years	Project to Date			Street	District 3	Enterprise	Estimated
		Budget Request	Appropriations	Spent	Encumbered	General Fund	Construction Sales Tax Fund	Sales Tax Fund	Fund	Maint Cost
<b>GENERAL GOVERNMENT</b>										
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
<b>POLICE</b>										
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	-	-	-	-
<b>STREET DEPARTMENT</b>										
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**

SEWER DEPARTMENT

		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
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 Hyrdaulic 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
	<b>Total by Funds</b>	<b>19,966,730</b>	<b>31,936,584</b>	<b>15,267,612</b>	<b>1,037,088</b>	<b>3,332,000</b>	<b>3,565,000</b>	<b>3,005,000</b>	<b>7,210,000</b>	<b>2,854,730</b>	<b>40,963</b>



### Liquor License Application

1. Liquor license to be issued to: Ariel Craddock Ariel & Jody LLC DBA MATA SUSHI  
 2. Legal name(s): Individual, Partners, or Corporation Ariel & Jody LLC DBA MATA SUSHI  
 3. Apply for: Class "A"  Class "B"  / High Content  Low Content  /Restaurant   
 4. Business location address: 1814 N Causeway Blvd. Ste 2 City Mandeville State LA Zip 70411  
 Telephone (985) 869-8838  
 5. Mailing address 620 Chateau Andelot City Mandeville State LA Zip 70411  
 6. Contact Person Ariel Craddock Phone Number (985) 869-8838  
 E-Mail Address: MATASUSHIMANDEVILLE@gmail.com Fax Number ( ) \_\_\_\_\_ Web Address \_\_\_\_\_

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

A.	<u>Ariel Craddock</u>	<u>owner</u>	<u>[REDACTED]</u>	<u>50</u>
Name		Title	SSN	% Owned
Resident Address	<u>[REDACTED]</u>	City <u>Mandeville</u>	State <u>LA</u> Zip <u>70411</u>	Home Phone Number <u>[REDACTED]</u>
B.	<u>Jody Craddock</u>	<u>owner</u>	<u>[REDACTED]</u>	<u>50</u>
Name		Title	SSN	% Owned
Resident Address	<u>[REDACTED]</u>	City <u>Mandeville</u>	State <u>LA</u> Zip <u>70411</u>	Home Phone Number <u>[REDACTED]</u>
C.				
Name		Title	SSN	% Owned
Resident Address		City	State	Zip
				Home Phone Number

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

Trade name	Owner's name	Address	License #
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10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?  
NO If yes: Name \_\_\_\_\_ Location: \_\_\_\_\_

11. Has applicant applied for state liquor license? Yes

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

13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? Yes

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

15. If premises leased, give name and address of lesser. Joseph Mediscolzo - 1814 N CAUSEWAY BLVD. STE 4 - Mandeville, LA 70411

16. Describe the part of the building to be occupied by business: \_\_\_\_\_

17. Open date for this location 5/15/2024

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

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

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

Signature of Applicant [Signature] Title: OWNER  
 Signature of Preparer [Signature] Date 4/21/2024

Mandeville, LA Occupational License License Application  
 Schedule A  
 9618 Jefferson Highway, Suite D #334  
 Baton Rouge, LA 70809  
 Phone 800-556-7274



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

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

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

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

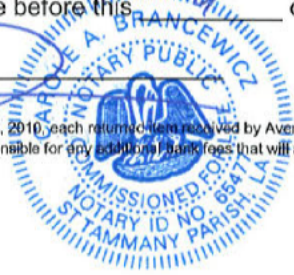
Name	Placed Used	Date
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**AFFIDAVIT**

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

Subscribed and sworn to me before this April day of 2024.

Notary Public



Signature of Applicant

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

Mandeville, LA Occupational License License Application  
 Schedule A  
 9618 Jefferson Highway, Suite D #334  
 Baton Rouge, LA 70809  
 Phone 800-556-7274



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

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

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

If so, list the following:

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

Name	Placed Used	Date
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**AFFIDAVIT**

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

Subscribed and sworn to me before this 9 day of April, 2024.

**Notary Public**

**Signature of Applicant**

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





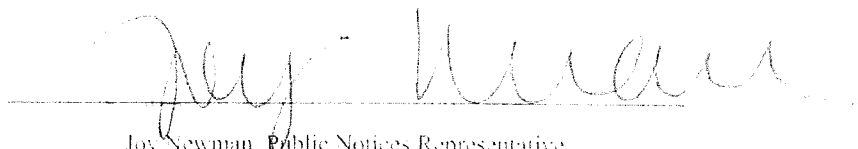
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

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

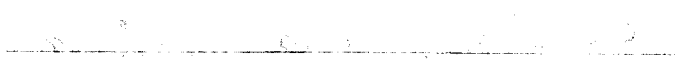
3/27/2024, 4/3/2024



Joy Newman, Public Notices Representative

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

3 Apr 2024



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite

Ad No: 80076

PUBLIC NOTICE

We are applying to the Office of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of St. Tammany, at the following address: Ariel & Jody LLC, Jha Mata Sushi, 1814 N. Causeway Blvd., Suite 2, Mandeville, LA 70471. Ariel and Jody Craddock, Owners. 3.27.4.321.80076

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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 following fees:

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

<sup>(1)</sup> 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 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:

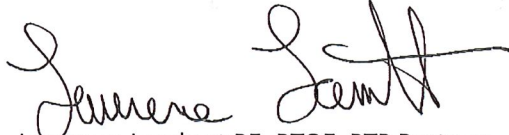
Vectura Consulting Services, LLC (Vectura) is pleased to submit this proposal to the City of Mandeville (Client) to provide hourly rates for any extra tasks needed associated with the corridor study for Monroe Street from W. Service Road to Lamarque Street in Mandeville, Louisiana (Project). Please see 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 2<sup>nd</sup> 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.**





**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	
<b>1</b>	<b>Project Coordination</b>					
a	Coordination with DEII and Mandeville		8			\$1,800.00
<b>2</b>	<b>Data Collection</b>					
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
<b>3</b>	<b>Existing Intersection Analysis</b>					
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
<b>4</b>	<b>No Build Intersection Analysis</b>					
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
<b>5</b>	<b>Develop and Present Report</b>					
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
<b>TOTAL ESTIMATED STAFF-HOURS/FEE</b>			<b>23</b>	<b>48</b>	<b>414</b>	<b>\$56,565.00</b>

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
<b>TOTAL LUMP SUM FEE</b>	<b>\$103,739.00</b>
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	
<b>1 Project Coordination</b>						
a	Coordination with DEII and Mandeville		8			\$1,800.00
<b>2 Data Collection</b>						
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
<b>3 Existing Intersection Analysis</b>						
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
<b>4 No Build Intersection Analysis</b>						
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
<b>5 Develop and Present Report</b>						
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
<b>TOTAL ESTIMATED STAFF-HOURS/FEE</b>			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
<b>TOTAL LUMP SUM FEE</b>	<b>\$75,134.00</b>
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 RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER MCGUIRE AND  
SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 24-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
ACCEPTING THE BIDS FOR THE LIFT STATION NO. 4 UPGRADE PROJECT  
AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE  
APPARENT LOW BIDDER SUBTERRANEAN CONSTRUCTION, LLC. AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City of Mandeville advertised for bids for upgrades to Lift Station No. 4 (Foy Street). The project includes removal and replacement of discharge piping, removal and replacement of check and gate valves, installation of new emergency pump out (EPO), upgrade of water services including backflow preventer, cover and freezeless hydrant, raising manhole cover and frame, by-pass pumping, stand-by generator, and replacement of existing pumps.;

**WHEREAS** the City received three bids for the Lift Station No. 4 (Foy Street) upgrades. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

**WHEREAS** Richard C. Galloway of High Tide Consultants, LLC, as the engineer professional, has reviewed the bids on the above referenced project. The lowest bidder was Subterranean Construction, LLC. Based upon the Revised Statutes under which the City operates, the design professional recommends awarding the contract to Subterranean Construction, LLC.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mandeville in regular session assembled on the \_\_\_ day of May 2024 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$897,583.00 be accepted from Subterranean Construction, LLC.

**BE IT FURTHER RESOLVED** that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and Subterranean Construction, LLC, attached hereto and made a part of this resolution hereto.

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

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTIONS:**

and the Resolution was declared adopted this \_\_\_\_ the day of May 2024.

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

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

**SECTION 00520  
AGREEMENT**

THIS AGREEMENT is by and between City of Mandeville (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: upgrades to Lift Station No. 4 (Foy St.). The work includes removal and replacement of discharge piping, removal and replacement of check and gate valves, installation of a new emergency pump out (EPO), upgrade of water service including backflow preventer, cover and freezeless hydrant, raising manhole cover and frame, by-pass pumping, stand-by generator, and replacement of existing pumps. The total value of this contract (combined value of task orders) will not exceed \$3,000,000. No minimum value is guaranteed.

**ARTICLE 2 – THE PROJECT**

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

Lift Station No. 4 Upgrades (Foy St)

COM Project No. 212.21.019

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with Contract Times in Paragraph 4.02 above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:
1. Extended architectural and/or engineering fees \$265.00/day;
  2. Extended Resident Project Representative fees \$421.00/day;
  3. Extended construction management fees \$322.00/day;
  4. Extended OWNER'S overhead and personnel expenses \$265.00/day; and
  5. Owner's other costs directly related to the delay in completion beyond the Contract Times.

Contractor agrees and consents that the additional liquidated damages may be deducted from progress payments payable to Contractor pursuant to the Contract Documents and that the Contractor shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.



## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed under each task order.
  - B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. Retainage: 10% Task Orders \$0 - \$499,999  
5% Task Orders \$500,000 and over
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with

the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed as applicable, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

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

#### **ARTICLE 7 – RESERVED.**

#### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by

Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-9, inclusive).
  - 2. Performance bond (pages 00610-1 to 00610-2, inclusive).
  - 3. Payment bond (pages 00610-3 to 00610-5, inclusive).
  - 4. General Conditions (pages 00700-1 to 00700-61, inclusive).
  - 5. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Typical detail drawings with each sheet bearing the following general title: Lift Station No. 4 Upgrades (Foy St).
  - 8. Addenda
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

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

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

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

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

### **10.04 *Severability***

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

#### 10.05 *Contractor's Certifications*

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

#### 10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

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

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

#### 10.08 *Fiscal Funding*

- A. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City of Mandeville. If the City fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by any means provided in the appropriations act, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the

continuation of the Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

10.09 *Indemnity – Hold Harmless*

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

10.10 *Taxes and Licenses*

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

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

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

OWNER:

City of Mandeville

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

Title: Mayor

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

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

Address for giving notices:

High Tide Consultants, LLC

409 W 21<sup>st</sup> Ave – Suite B

Covington, LA 70433

CONTRACTOR

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

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

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

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**CERTIFIED BID TABULATION: Lift Station 4 Upgrades (Foy St)**

Item No.	Item	Unit	Quantity	Subterranean Construction, LLC*		Command Construction, LLC		Gottfried Construction, LLC	
				Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
101	MOBILIZATION AND DEMOBILIZATION	LS	1	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00
102	SITE CONDITION VIDEO SURVEY	LS	1	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
103	DEMOLITION	LS	1	\$7,400.00	\$7,400.00	\$50,000.00	\$50,000.00	\$21,000.00	\$21,000.00
104	MODIFICATION OF INFLUENT MANHOLE - MODIFY TOP AND COAT INTERIOR	LS	1	\$9,680.00	\$9,680.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
105	INSTALL FREEZELESS HYDRANT AND BFP	LS	1	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
106	12" DI MJ GATE VALVE WITH VALVE BOX	EA	1	\$5,300.00	\$5,300.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
107	12" DIA. DUCTILE IRON PIPE	LF	20	\$220.00	\$4,400.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00
108	6" DIA. CAMLOCK BYPASS CONNECTION	EA	1	\$6,530.00	\$6,530.00	\$5,000.00	\$5,000.00	\$15,500.00	\$15,500.00
109	8" DIA. C-900 PVC SFM (GREEN)	LF	52	\$160.00	\$8,320.00	\$250.00	\$13,000.00	\$175.00	\$9,100.00
110	8" DIA. MJ GATE VALVE WITH VALVE BOX	EA	2	\$3,400.00	\$6,800.00	\$5,000.00	\$10,000.00	\$4,200.00	\$8,400.00
111	TEMPORARY BY-PASS PUMP SYSTEM	LS	1	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$74,000.00	\$74,000.00
112	LIFT STATION #4 REHABILITATION	LS	1	\$290,000.00	\$290,000.00	\$300,000.00	\$300,000.00	\$310,000.00	\$310,000.00
113	EPO STATION	LS	1	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
114	DUCTILE IRON FITTINGS	LB	335	\$25.00	\$8,375.00	\$25.00	\$8,375.00	\$60.00	\$20,100.00
115	8' WOODEN FENCE AND 12' WIDE GATE	LF	160	\$110.00	\$17,600.00	\$50.00	\$8,000.00	\$112.50	\$18,000.00
116	SITE RESTORATION	LS	1	\$4,600.00	\$4,600.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
117	ELECTRICAL SERVICE UPGRADE TO 3Ø 480V	LS	1	\$25,400.00	\$25,400.00	\$10,000.00	\$10,000.00	\$5,400.00	\$5,400.00
118	80 KW NATURAL GAS GENERATOR AND AUTOMATIC TRANSFER SWITCH	LS	1	\$94,000.00	\$94,000.00	\$100,000.00	\$100,000.00	\$76,000.00	\$76,000.00
119	CONTROL PANEL	LS	1	\$168,000.00	\$168,000.00	\$150,000.00	\$150,000.00	\$152,000.00	\$152,000.00
120	SILT FENCE	LF	113	\$6.00	\$678.00	\$10.00	\$1,130.00	\$4.00	\$452.00
121	STRUCTURAL STEEL PLATFORM/FOUNDATIONS/HANDRAILS/STAIRS	LS	1	\$143,000.00	\$143,000.00	\$150,000.00	\$150,000.00	\$75,000.00	\$75,000.00
<b>TOTAL</b>					<b>\$897,583.00</b>		<b>\$945,505.00</b>		<b>\$899,452.00</b>

\*On the Louisiana Uniform Public Work Bid Form submitted by Subterranean Construction, LLC there is a discrepancy between the written bid amount and the numerical bid amount. However, it was determined the written bid amount was deemed accurate when the Unit Price Form was calculated and totaled.

**NOTES:**

- 1) The Engineer's Opinion for Probable Construction Cost was \$687,907
- 2) Bids were taken at 11:00 AM on Wednesday, April 24th, 2024.
- 3) Subterranean Construction, LLC is the lowest responsive bidder.

CERTIFIED CORRECT:



Richard C. Galloway, PE







### Louisiana State Licensing Board for Contractors

#### Contractor Information

**Business Name** SUBTERRANEAN CONSTRUCTION, L. L.C.  
**Mailing Address** P. O. Box 588  
MANDEVILLE, LA 70470  
**Phone Number** (985) 246-6767  
**Fax Number** (985) 246-6880  
**Email Address** dconravey@subtlc.com  
**Website** http://

#### Active Licenses

**License Number** 34191  
**Type** Commercial License  
**Status** LICENSED  
**Effective** 11/20/2023  
**Expiration** 08/20/2026  
**First Issued** 08/20/1998

#### Classifications

##### Class

- BUILDING CONSTRUCTION
- CULVERTS AND DRAINAGE STRUCTURES
- EARTHWORK, DRAINAGE AND LEVEES
- HEAVY CONSTRUCTION
- HEAVY CONSTRUCTION
- HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
- MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
- PIPE WORK (WATER LINES)

##### Qualifying Party

- Deanne Dupuy Conravey
- Evan Thomas Conravey
- Evan Thomas Conravey
- Deanne Dupuy Conravey
- Donald Joseph Dinon
- Deanne Dupuy Conravey
- Donald Joseph Dinon
- Deanne Dupuy Conravey
- Evan Thomas Conravey
- Evan Thomas Conravey

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER KRELLER AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 24-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE GOLDEN GLEN WATER SYSTEM REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER SUBTERRANEAN CONSTRUCTION, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City of Mandeville advertised for bids for the replacement of the Golden Glen water system. The project consists of the replacement of the water system distribution within the Golden Glen neighborhood of Mandeville, including the furnish and installation of new water mains, valves, hydrants, fittings, service connections and appurtenances; appurtenant construction inclusive of removal and replacement of Portland cement and asphalt concrete pavement; pressure testing and disinfection of the new water mains and connection to the existing portable water system;

**WHEREAS** the City received two bids for the replacement of the Golden Glen water system project. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

**WHEREAS** John A. Catalanotto of Fairway Consulting and Engineering, LLC, as the engineer professional, has reviewed the bids on the above referenced project. The lowest bidder was Subterranean Construction, LLC. Based upon the Revised Statutes under which the City operates, the design professional recommends awarding the contract to Subterranean Construction, LLC.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mandeville in regular session assembled on the \_\_\_ day of May 2024 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$3,208,962.00 be accepted from Subterranean Construction, LLC.

**BE IT FURTHER RESOLVED** that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and Subterranean Construction, LLC, attached hereto and made a part of this resolution hereto.

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

AYES:  
NAYS:  
ABSENT:  
ABSTENTIONS:

and the Resolution was declared adopted this \_\_\_\_ the day of May 2024.

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

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



April 29, 2024

**Attention: Ms. Ruth Ann Chadwick, – Purchasing Agent**

City of Mandeville  
c/o Digital Engineering  
3500 U.S. Hwy 190  
Mandeville, LA 70471

via: email ([rchadwick@cityofmandeville.com](mailto:rchadwick@cityofmandeville.com))

Re: City of Mandeville  
Golden Glen Water Replacement (Project No. 211.21.008)  
Bid Tabulation and Contract Award

Dear Ms. Chadwick,

Please find attached Bid Tabulation and Bid Review Checklist for the subject project.

There were a total of two (2) bids received for the project. The lowest responsive bidder for the project is Subterranean Construction, LLC. with a base bid of \$3,208,962.00. Fairway recommends that the City proceed with executing a contract with Subterranean Construction, LLC. All aspects of Subterranean's bid appear to be in order.

We look forward to working with the City during the construction phase of the project.

Please feel free to contact me if you should have any questions or need any additional information.

Regards,

A handwritten signature in black ink that reads "John A. Catalanotto". The signature is written in a cursive, flowing style.

John A. Catalanotto, PE, PMP  
President

cc: Buster Lyons, PE (Digital); David Lebreton, PE, PTOE (Digital); David A. Martin, PE (Fairway);  
Matt Loker (Fairway); Richie Runnels (Fairway); Timothy Bradbury (Fairway)



## BID OPENING

### Golden Glen Water Replacement

Mandeville, Louisiana  
City of Mandeville Project No. 211.21.008

Fairway Job No. 21-017A

**DATE / TIME:** April 24, 2024 @ 12:00PM

**LOCATION:** Mandeville City Hall  
3101 East Causeway Approach  
Mandeville, LA 70448

Company	Addendum Acknowledged	Bid Bond/ Power of Attorney	Corporate Resolution	Bid Amount
Command Construction, LLC.	Yes	Yes	Yes	\$3,738,641.50
Subterranean Construction, LLC.	Yes	Yes	Yes	\$3,208,962.00

Item	Engineer's OPCC		Command Construction, LLC		Subterranean Construction, LLC		Average		
	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
			\$ 150,000.00	\$ 150,000.00	\$ 84,000.00	\$ 84,000.00	\$ 117,000.00	\$ 117,000.00	
			\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	
			\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	
			\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	
			\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	
			\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	
			\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	
			\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	
			\$ 120.00	\$ 252,000.00	\$ 99.00	\$ 207,900.00	\$ 109.50	\$ 229,950.00	
			\$ 150.00	\$ 315,000.00	\$ 110.00	\$ 231,000.00	\$ 130.00	\$ 273,000.00	
			\$ 250.00	\$ 28,750.00	\$ 630.00	\$ 72,450.00	\$ 440.00	\$ 50,600.00	
			\$ 120.00	\$ 768,000.00	\$ 115.00	\$ 736,000.00	\$ 117.50	\$ 752,000.00	
			\$ 100.00	\$ 50,000.00	\$ 99.00	\$ 49,500.00	\$ 99.50	\$ 49,750.00	
			\$ 5,000.00	\$ 50,000.00	\$ 4,400.00	\$ 44,000.00	\$ 4,700.00	\$ 47,000.00	
			\$ 2,250.00	\$ 56,250.00	\$ 600.00	\$ 15,000.00	\$ 1,425.00	\$ 35,625.00	
			\$ 500.00	\$ 25,000.00	\$ 220.00	\$ 11,000.00	\$ 360.00	\$ 18,000.00	
		SEE TOTAL BELOW	\$ 2,000.00	\$ 22,000.00	\$ 990.00	\$ 10,890.00	\$ 1,495.00	\$ 16,445.00	
			\$ 150.00	\$ 225,000.00	\$ 115.00	\$ 172,500.00	\$ 132.50	\$ 198,750.00	
			\$ 1,000.00	\$ 35,000.00	\$ 880.00	\$ 30,800.00	\$ 940.00	\$ 32,900.00	
			\$ 2,500.00	\$ 212,500.00	\$ 1,400.00	\$ 119,000.00	\$ 1,950.00	\$ 165,750.00	
			\$ 2,750.00	\$ 27,500.00	\$ 2,480.00	\$ 24,800.00	\$ 2,615.00	\$ 26,150.00	
			\$ 10,000.00	\$ 300,000.00	\$ 6,800.00	\$ 204,000.00	\$ 8,400.00	\$ 252,000.00	
			\$ 5,000.00	\$ 150,000.00	\$ 3,800.00	\$ 114,000.00	\$ 4,400.00	\$ 132,000.00	
			\$ 500.00	\$ 17,500.00	\$ 2,900.00	\$ 101,500.00	\$ 1,700.00	\$ 59,500.00	
			\$ 1,500.00	\$ 15,000.00	\$ 1,600.00	\$ 16,000.00	\$ 1,550.00	\$ 15,500.00	
			\$ 150.00	\$ 435,000.00	\$ 140.00	\$ 406,000.00	\$ 145.00	\$ 420,500.00	
			\$ 10.00	\$ 56,000.00	\$ 12.00	\$ 67,200.00	\$ 11.00	\$ 61,600.00	
			\$ 1.00	\$ (333.50)	\$ 8.00	\$ (2,668.00)	\$ 4.50	\$ (1,500.75)	
			\$ 250.00	\$ 162,500.00	\$ 230.00	\$ 149,500.00	\$ 240.00	\$ 156,000.00	
			\$ 20.00	\$ 5,000.00	\$ 15.00	\$ 3,750.00	\$ 17.50	\$ 4,375.00	
			\$ 80.00	\$ 20,000.00	\$ 125.00	\$ 31,250.00	\$ 102.50	\$ 25,625.00	
			\$ 250.00	\$ 25,000.00	\$ 350.00	\$ 35,000.00	\$ 300.00	\$ 30,000.00	
			\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	\$ 21,500.00	\$ 21,500.00	
			\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,500.00	\$ 22,500.00	
			\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	
			\$ 10.00	\$ 750.00	\$ 40.00	\$ 3,000.00	\$ 25.00	\$ 1,875.00	
			\$ 10.00	\$ 750.00	\$ 40.00	\$ 3,000.00	\$ 25.00	\$ 1,875.00	
			\$ 25.00	\$ 1,875.00	\$ 40.00	\$ 3,000.00	\$ 32.50	\$ 2,437.50	
			\$ 25.00	\$ 1,000.00	\$ 42.00	\$ 1,680.00	\$ 33.50	\$ 1,340.00	
			\$ 50,000.00	\$ 50,000.00	\$ 12,000.00	\$ 12,000.00	\$ 31,000.00	\$ 31,000.00	
			\$ 7,500.00	\$ 22,500.00	\$ 5,200.00	\$ 15,600.00	\$ 6,350.00	\$ 19,050.00	
			\$ 10.00	\$ 35,000.00	\$ 8.50	\$ 29,750.00	\$ 9.25	\$ 32,375.00	
			\$ 1.00	\$ 29,100.00	\$ 1.60	\$ 46,560.00	\$ 1.30	\$ 37,830.00	
		<b>Total:</b>	\$ 3,537,542.21	<b>Total:</b>	\$ 3,738,641.50	<b>Total:</b>	\$ 3,208,962.00	<b>Total:</b>	\$ 3,473,801.75
		Ranking of Base Bid by Total Bid Price	<b>2</b>		<b>1</b>				
			<b>Bid Accepted</b>		<b>Bid Accepted</b>				



4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within one hundred eighty (180) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within two hundred ten (210) calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

**ARTICLE 5 – CONTRACT PRICE**

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

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



## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.

- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by the Engineer.

**ARTICLE 7 – RESERVED.**

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement;
  2. Performance bond;
  3. Payment bond;
  4. General Conditions;
  5. Supplementary Conditions;
  6. Specifications as listed in the table of contents of the Project Manual.
  7. (Not used.)
  8. Drawings consisting of 40 sheets with each sheet bearing the following general title:  
Golden Glen Water System Replacement.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Contractor's Certifications*

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

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

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

#### 10.08 *Fiscal Funding*

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

#### 10.09 *Indemnity – Hold Harmless*

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

10.10 *Taxes and Licenses*

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

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

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

OWNER:

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

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

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

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

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

Address for giving notices:

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

1080 West Causeway Approach \_\_\_\_\_

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

CONTRACTOR

\_\_\_\_\_

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

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

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

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

**RESOLUTION NO. 24-24**

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

**WHEREAS**, the City desires to enter into a professional services agreement with Desire Line, LLC. for professional services, including engineering and legal where applicable, to provide updates to the City’s Comprehensive Plan to assist in future development while honoring the rich historical context unique to the City of Mandeville to create a forward-thinking and community-centric plan that addresses the long-term development, revitalization, and growth of the City of Mandeville, while taking into consideration the community’s needs, visions and environmental sustainability

**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 Desire Line, LLC for professional services, including engineering and legal where applicable, to provide updates to the City’s Comprehensive Plan to assist in future development while honoring the rich historical context unique to 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



**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**CITY OF MANDEVILLE AND**

**DESIRE LINE, LLC**

**AN AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Mandeville, herein represented by Mayor Clay Madden (hereinafter referred to as the "City") and Desire Line, LLC represented by Alexandra Carter, President and CEO (hereinafter referred to as the "Contractor").

**WHEREAS**, the City desires to engage Contractor to provide updates to the City's Comprehensive Plan to assist in future development while honoring the rich historical context unique to the City of Mandeville to create a forward-thinking and community-centric plan that addresses the long-term development, revitalization, and growth of the City of Mandeville, while taking into consideration the community's needs, visions and environmental sustainability;

**WHEREAS**, the City shall request the update to the Comprehensive Plan to assess current conditions, identify future challenges and opportunities, and provide clear recommendations and strategies for the City's future growth and development, which shall serve as a roadmap to guide decision-making for land use, transportation, economic development, infrastructure, environmental conservation, and community well-being.

**NOW THEREFORE**, for and in the consideration recited herein and under the conditions set forth, the parties hereto agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Contractor agrees to provide the services set forth in the Request for Proposals closed on February 05, 2024, which are incorporated herein as if copied *in extenso* and attached as Exhibit A. Contractor agrees to engage and encourage the involvement of community leaders, key stakeholders, business owners, economic development partners and interested citizens. The purpose of the services provided is to update the City of Mandeville's Comprehensive Plan to guide future development while honoring Mandeville's rich historical context. The Plan must address the City of Mandeville's long-term development, revitalization, and growth, while taking into consideration the community's needs, visions, and environmental sustainability.

The Contractor will provide ten (10) bound copies of the final Plan document to the City, including graphics. The Contractor shall also provide one (1) electronic submission of the Plan document, including attachments and other graphics, in an editable format commonly used by the City. The City will also require that the drafts of the Plan be provided for review at the completion of various key phases of the project. The timing and number of copies to be submitted will be mutually agreed upon between the Contractor and City staff as the project moves forward.

## **ARTICLE 2. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City. If the Contractor does desire to subcontract or assign part of the work herein, the Contractor shall furnish the City with the names, qualifications, and experience of the proposed subcontractors. The Contractor shall remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

## **ARTICLE 3. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**

Neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purposes of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto. The Contractor certified that its employees meet the requirements of independent contractor under Louisiana law.

## **ARTICLE 4. ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE**

The Contractor herein agrees and acknowledges that it is an independent contractor and as such it is expressly agreed and understood between the parties hereto, in entering into this services contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further, anyone employed by the Contractor shall not be considered an employee of the City for the purposes of workers' compensation coverage. The Contractor certifies that its employees meet the requirements of independent contractor under Louisiana law.

## **ARTICLE 5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR**

The Contractor agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Contractor an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Contractor shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

## **ARTICLE 6. WAIVER OF SICK LEAVE AND ANNUAL BENEFITS**

It is expressly agreed and understood between the parties entering into this contract that the Contractor, acting as an independent agent, nor anyone employed by or on behalf of the Contractor, shall receive any sick and annual leave benefits from the City.

## **ARTICLE 7. TERM OF CONTRACT**

This contract shall commence on the date executed by both parties and shall continue in full force and effect for fourteen (14) months. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

## **ARTICLE 8. COMPENSATION**

The City shall compensate Contractor in the following amounts according to the following schedule and/or on a monthly basis. Contractor shall submit a monthly invoice to the City specifying

all work performed during each billing cycle. Contractor shall be paid at the rates established in Contractor's Response to the RFP, which is attached hereto as Exhibit A, with a Not to Exceed ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED SIXTY DOLLARS (\$199,660.00). In the event of costs exceeding these amounts, City approval is required prior to commencement of work.

#### **ARTICLE 9. TERMINATION**

Termination of this contract may be made by the City at any time, with or without cause, upon written notice to the Contractor. Termination of the contract shall be immediate, and work shall cease at the time that written notice is served onto Contractor either in person or through Certified Mail. Contractor may terminate the Contract upon thirty (30) days written notice to the City either in person or through Codified Mail. Work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Contractor.

#### **ARTICLE 10. CONTRACTOR'S WARRANTIES**

In order to induce City to enter into this Agreement, Contractor makes the following warranties:

- 10.1 Contractor warrants that it has the right to enter into this Agreement.
- 10.2 Contractor warrants that deliverables will not infringe upon the valid copyright or other rights of each, or others and will protect, indemnify, and hold the City harmless from and against all claims of infringement.
- 10.3 Contractor warrants that it will comply with all Federal, State, and local laws, ordinances, and regulations.
- 10.4 Contractor warrants that all Services performed under this Agreement shall be performed in a workmanlike and professional manner.

#### **ARTICLE 11. CONTRACT DOCUMENTS**

The Contract Documents which compromise the entire agreement between the City and the Contractor are attached to this Agreement and are incorporated into this Agreement as if copied herein in their entirety in extensor. These documents consist of the following:

- 11.1 The Agreement.
- 11.2 Insurance Requirements and Certificates.
- 11.3 The Request for Proposals.
- 11.4 Proposal by Contractor, signed by authorized officer of the firm, attached hereto and incorporated herein as Exhibit A.

#### **ARTICLE 12. INSURANCE**

- 12.1 Contractor shall furnish copies of general liability, workers' compensation, and other insurance policies required by the City at the execution of the Agreement. Insurance shall include the following:

Comprehensive General Liability     \$1,000,000.00 each occurrence

Public/Personal	\$2,000,000.00 General Aggregate
Injury/Property Damage	\$1,000,000.00 each occurrence
Workers' Compensation	\$1,000,000.00 each occurrence
Automobile	\$500,000.00 each occurrence
Excess/Umbrella Liability	\$1,000,000.00 each occurrence
Professional Liability	\$1,000,000.00 each occurrence

12.2 Contractor shall maintain all insurance policies in full force and effect for the duration of the term of this Agreement. City shall be named as an additional INSURED for the duration of the term of this Agreement.

12.3 The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Contractor 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 Contractor'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 Contractor'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 Contractor must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Contractor 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 13. AMENDMENTS IN WRITING**

This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.

### **ARTICLE 14. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the City against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City growing out of, resulting from, or by reason of any act or omission of Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include City's fees and costs of litigation, including but not limited to reasonable attorney's fees.

### **ARTICLE 15. PARTIAL INVALIDITY; SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

### **ARTICLE 16. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modifications or amendments shall be operative and valid, it shall be reduced to writing and signed by both parties.

### **ARTICLE 17. CONTROLLING LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

### **ARTICLE 18. REMEDIES FOR DEFAULT**

In the event, the Contractor defaults on this Agreement, breaches the terms of this Agreement, or ceases to do business during the term of this Agreement, this Agreement shall be terminated, and within thirty (30) days of such termination, the City shall no longer be obligated to deliver to the Contractor as provided under this Agreement.

### **ARTICLE 19. JURISDICTION**

The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.

**ARTICLE 20. MISCELLANEOUS**

City and Contractor each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations obtained in the Contract Documents.

**ARTICLE 21. NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

**To: DESIRE LINE, LLC**  
Attn: Alexandra G. Carter  
President & CEO  
3813 Division St., Unit A  
Metairie, LA 70002

**To: CITY OF MANDEVILLE**  
Honorable Clay Madden  
Mayor, City of Mandeville  
3101 E. Causeway Approach  
Mandeville, Louisiana 70448

**IN WITNESS WHEREOF:**

The terms, conditions, and duration of this Contract may be modified by an executed, written amendment to this Contract.

**WITNESS:** \_\_\_\_\_  
**Print name:** \_\_\_\_\_

**CITY OF MANDEVILLE**

**By:** \_\_\_\_\_  
**MAYOR CLAY MADDEN**

**WITNESS:** \_\_\_\_\_  
**Print name:** \_\_\_\_\_

**DESIRE LINE, LLC**

**By:** \_\_\_\_\_  
**ALEXANDRA G. CARTER**

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

**ORDINANCE NO. 24-11**

**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 #4  
Ordinance #24-xx

FY24 Budget	Prior Years Appropriations	Proposed Change	Revised Project Budget	Project Name
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Project  
Number

Capital Budget

900,000.00	-	300,000.00	1,200,000.00	Lift Stations 37, 13 and 18 Construction	212.24.001
-	350,000.00	200,000.00	550,000.00	Fontainbleau State Park Force Main Construction	212.23.009
-	1,461,512.00	<u>(500,000.00)</u>	961,512.00	Lift Stations 3 & 39 Upgrades (Design & Construction)	212.22.002
		-			



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

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**ORDINANCE NO. 24-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND SECTION 2-8 OF CHAPTER 2 OF THE MANDEVILLE CODE OF ORDINANCES RELATIVE TO THE COMPENSATION OF THE MAYOR OF THE CITY OF MANDEVILLE AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City Council of Mandeville established and codified Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to set the compensation and salary of the Mayor of the City of Mandeville via Ordinance 19-33 on November 21, 2019 and Ordinance 22-26 on September 22, 2022; and

**WHEREAS** the City Council of Mandeville, in the operating budget for fiscal year 2023-2024, approved funding for a cost-of-living pay adjustment (COLA) for all City of Mandeville employees, including the Mayor of the City of Mandeville; and

**WHEREAS** the City Council of Mandeville desires to modify Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to increase the annual salary of the Mayor of the City of Mandeville to reflect the increased cost of living with consideration to the United States Social Security Administration's annual cost-of-living increase.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville, that Section 2-8 (a) of the City of Mandeville Code of Ordinances be amended to:

Section 2-8 Compensation of the Mayor

- (a) Annual salary of one hundred and five thousand, nine hundred and eight hundred and eighty dollars (\$105,880.00);

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

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

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

and the ordinance was declared adopted this \_\_\_\_ Day of \_\_\_\_\_, 2024

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

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

**SUBMITTAL TO MAYOR**

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
**CLERK OF COUNCIL**

**APPROVAL OF ORDINANCE**

The foregoing Ordinance is by me hereby **APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
**L. Clay Madden, MAYOR**

**VETO OF ORDINANCE**

The foregoing Ordinance is by me hereby **VETOED**, this \_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
**L. Clay Madden, MAYOR**

**RECEIPT FROM MAYOR**

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_