

ORD 26-12

THE FOLLOWING ORDINANCE WAS SPONSORED BY \_\_\_\_\_;  
MOVED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_; AND  
SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_

**ORDINANCE NO. 26-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE DECLARING CERTAIN ITEMS AS SURPLUS AND NO LONGER NEEDED FOR CITY USE; AUTHORIZING THE MAYOR TO EXCHANGE, DONATE, OR DISPOSE OF SURPLUS ITEMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, it is in the public interest that the City of Mandeville manage surplus items efficiently, responsibly, and in a manner that maximizes community benefit, whether through exchanges, donations, or other lawful means of disposal;

**WHEREAS**, the City of Mandeville is the owner of the items listed in the attached exhibit “A”;

**WHEREAS**, these items are no longer needed for City use and should be declared surplus;

**WHEREAS**, the City may exchange, donate, or dispose of surplus items in a manner prescribed by law and City Ordinances and Regulations;

**WHEREAS**, for any surplus items to be auctioned, an advertisement for bids for the items should be run in a local paper by the auction company on behalf of the City and the Mayor should be authorized to sell the items to the highest bidder;

**NOW THEREFORE**, be it ordained by the City Council of the City of Mandeville that the items listed in exhibit “A” shall be declared surplus and no longer needed for City use.

**BE IT FURTHER ORDAINED**, that the Mayor of the City of Mandeville be authorized to advertise for bids, accept the highest bidders, and execute the necessary documents by which to convey the items to the highest bidder in “as is” condition. The City of Mandeville reserves the right to reject bids that do not meet the advertised minimum bid price; and

**BE IT FURTHER ORDAINED**, that the Mayor of the City of Mandeville be authorized to execute the necessary documents by which to donate the surplus items in “as is” condition or dispose of them in a manner provided by law;

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

**BE IT FURTHER ORDAINED**, that the Clerk of this Council be and she is hereby authorized and instructed to take such action as she deems necessary or advisable to promulgate the provisions of this Ordinance.

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:                    0

and the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

City of Mandeville Surplus				
April, 2026				
Vehicles	DEPT.	VIN	License Plate	Value
2010 FORD F150 PICKUP	PW	1FTMF1CW3AKC09678	PP229174	\$1,000
2008 FORD F250 PICKUP	PW	1FT7W2A68HEE85918	PP216777	\$1,000
2013 FORD E-350 PASS WAGON VAN	PW	1FBNE3BL5DD803563	PP233655	\$1,000
2009 FORD F150 REG CAB 4X2 SS	PW	1FTPF12V29KC42544	PP226708	\$1,000
2013 FORD F-150 CREW CAB	PW	1FTFW1CFXDK94649	PP233656	\$1,000
2011 FORD F250 PICKUP	PW	1FTBF2A68BEA08861	PP227309	\$1,000
2008 FORD F-350 CRANE TRUCK	PW	1FTWVF32588ED23097	PP208334	\$350
2010 FORD F350 PICKUP DUMP TRUCK	PW	1FDWVF3GR0AEB16894	PP229170	\$800
2008 INTERNATIONAL SEWER VACUUM TRUCK	PW	1HTWDAAR48J698123	PP208333	\$5,000
2012 FORD F150 REGULAR CAB	PW	1FTMF1CM7CKD83318	PP233424	\$1,000
2012 FORD F150 REGULAR CAB	PW	1FTMF1CM9CKD83319	PP233423	\$1,000
2012 FORD F150 REGULAR CAB	PW	1FTMF1CM5CKD83320	PP233422	\$1,000
2012 FORD F150 REGULAR CAB	PW	1FTMF1CM7CKD83321	PP233421	\$1,000
Equipment		Model Number	Description	Value
T320 BOBCAT	PW	A7MP12311		\$3,500
416D CAT BACKHOE	PW	CAT0416DJBFP13597		\$5,000
80C John Deere	PW	FF080CX011351		\$5,000
2019 Grasshopper 225K 60"	PW	6911906		\$50
SRM-266T	PW	T42512019574	Weed eater	\$10
SRM-266T	PW	T42512019875	Weed eater	\$10
SRM-2620T	PW	T94315045545	Weed eater	\$10
SRM-266T	PW	T42512019210	Weed eater	\$10
SRM-266T	PW	T47714030364	Weed eater	\$10
PAS-266	PW	T44312014584	Pole Saw	\$10
HC-150	PW	S76112038596	Hedge Trimmer	\$10
SRM-266T	PW	T42512019283	Hedge Trimmer	\$10
SRM-2620T	PW	T94315045774	Weed eater	\$10
SRM-2620T	PW	T944315045742	Weed eater	\$10
SRM-266T	PW	T47714030356	Weed eater	\$10
2015 FABRIQUE PAR CARRY-ON 6' X 16'	PW	4YMUL1628FT020802	TRAILER	\$400
2009 TOP HAT 6' X 16'	PW		TRAILER	\$400
2 HARPER GOOSSEN PTO BLOWERS	PW			\$200
2000 1850XP TREE BANDIT WOOD BRUSH CHIPPER	PW	000631		\$250
250 BANDIT WOOD BRUSH CHIPPER	PW	9412		\$250
1994 45' PARR TRAILER	PW	13ZLP1224R1005202	PP127292	\$350
40' SHIPPING CONTAINER	PW			\$200
40' SHIPPING CONTAINER	PW			\$200
EZGO Golfcart	PW	1348646		\$100
ORENCO FIBERGLASS TANK T1500	PW	1S5006597/15S007419		\$50
ORENCO FIBERGLASS TANK T1500	PW			\$50
HONDA TRASH PUMP 4" HONDA GX390	PW	3994-96		\$50
HONDA TRASH PUMP 2" HONDA GX120	PW			\$25
HONDA TRASH PUMP 2" HONDA GX120 4.0	PW			\$25
CUES PUSH CAMERA	PW	11041506		\$100
TR1 John Deere 6415	PW	L06415D477868		\$1,000
TR2 John Deere 5425	PW	John Deere		\$1,000
TR3 John Deere 5425	PW	LV5425R345833		\$1,000
Computer Equipment		Service Tag/ Model Number	Quantity	Value
Buffalo Nas	SN:400692500700601	SN:400692500700601	1	\$1
Dell Latitude 12 Rugged 7202	ST:8MBVNY1	ST:8MBVNY1	1	\$1
Dell Latitude 12 Rugged 7202	ST:6MBVNY1	ST:6MBVNY1	1	\$1
Dell Latitude 12 Rugged 7202	ST:7MBVNY1	ST:7MBVNY1	1	\$1
Dell Latitude E6320	ST:HCWWYN1	ST:HCWWYN1	1	\$1
Dell Latitude E6400 ATG	ST:8T7JNK1	ST:8T7JNK1	1	\$1
Dell Opti Plex 7040	ST:DP1CQD2	ST:DP1CQD2	1	\$1
Dell Opti Plex 7040	ST:D8XCVB2	ST:D8XCVB2	1	\$1
Dell Opti Plex 7050	ST:68XMCH2	ST:68XMCH2	1	\$1
Dell Opti Plex 9010	ST:19F0RW1	ST:19F0RW1	1	\$1
HP Printer	Color Laser Jet CP3525dn	Color Laser Jet CP3525dn	1	\$1

Leximark Printer	410de	410de	1	\$1
Panasonic Toughbook CF-52	ST:8CTYB43481	ST:8CTYB43481	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA26505	ST:8DTTA26505	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA24412	ST:8DTTA24412	1	\$1
Panasonic Toughbook CF-54	ST:8CTTA16015	ST:8CTTA16015	1	\$1
Panasonic Toughbook CF-54	ST:8CTTA16132	ST:8CTTA16132	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA26505	ST:8DTTA26505	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA24390	ST:8DTTA24390	1	\$1
Panasonic Toughbook CF-54	ST:0LTTA93913	ST:0LTTA93913	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA26540	ST:8DTTA26540	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA26530	ST:8DTTA26530	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA26506	ST:8DTTA26506	1	\$1
Panasonic Toughbook FZ-55	ST:0LTTA94273	ST:0LTTA94273	1	\$1
Panasonic Toughbook CF53	ST:3FTSA84196	ST:3FTSA84196	1	\$1
Panasonic Toughbook CF53	ST:3FTSA84192	ST:3FTSA84192	1	\$1
Panasonic Toughbook CF53	ST:4ETYA97606	ST:4ETYA97606	1	\$1
Panasonic Toughbook CF53	ST:2ETSA86445	ST:2ETSA86445	1	\$1
Panasonic Toughbook CF53	ST:4ETYA97439	ST:4ETYA97439	1	\$1
Panasonic Toughbook CF53	ST:5FTSA07000	ST:5FTSA07000	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA24404	ST:8DTTA24404	1	\$1
Panasonic Toughbook CF-54	ST:8DTTA24392	ST:8DTTA24392	1	\$1
Acer Vertion Z290G	SN: PQVBK30151120B105300	SN: PQVBK30151120B105300	1	\$1
IBM System X3550 M3	SN:81Y6620 YK11KS 082060	SN:81Y6620 YK11KS 082060	2	\$2
Buffalo Terra Station TS-RX12TL/R5	SN: 9871520600152	SN: 9871520600152	4	\$4
HP Proliant DL280G5	SN: 2UX9150ADS	SN: 2UX9150ADS	5	\$5
Dell Opti Plex 7040	ST: 89XCVB2	ST: 89XCVB2	1	\$1
Equal Logic PS6000	SN: PMC643620922428	SN: PMC643620922428	16	\$16
Power Vault MD3200i	SN: 75CC842	SN: 75CC842	12	\$12
Aurba 0225	SN: CT0380874	SN: CT0380874	1	\$1
Aurba 0225	SN: CT0380950	SN: CT0380950	1	\$1
Aurba 0225	SN: CT0380022	SN: CT0380022	1	\$1
Aurba 0225	SN: CT0380167	SN: CT0380167	1	\$1
Aurba 0225	SN: CT0380899	SN: CT0380899	1	\$1
EATON 9130 UPS	GH071A0833	GH071A0833	1	\$1
EATON 9130 UPS	GH105A0815	GH105A0815	1	\$1
EATON 9130 UPS	GH024A0306	GH024A0306	1	\$1
EATON 9130 UPS	GH105a0182	GH105a0182	1	\$1
Positron ONEAC 1000X	0644-2356	0644-2356	1	\$1
Positron ONEAC 1000X	0640-5901	0640-5901	1	\$1
APC SU48R3XLBP	AA603160539	AA603160539	1	\$1
APC SU48R3XLBP	AA0603160540	AA0603160540	1	\$1
APC Smart UPS 200XL	QS0440123275	QS0440123275	1	\$1
ONEAC 600E	1002c156	1002c156	1	\$1
EASTON 9130	GH035A0615	GH035A0615	1	\$1
EASTON 9130	n/a (DaisyChained)	n/a (DaisyChained)	1	\$1
APC XS1500	4BB130P08293	4BB130P08293	1	\$1
ONEAC CB1120	0646-5078	0646-5078	1	\$1
Desk Power 650	D04A41PU0097	D04A41PU0097	1	\$1
Desk Power 651	607A41U0020	607A41U0020	1	\$1
APC BAck uP UPS 650 BK650MC	PB0030122440	PB0030122440	1	\$1
ONEAC PC750A	0050-5972	0050-5972	1	\$1
<b>Pumps</b>		<b>Model Number</b>	<b>Description</b>	<b>Value</b>
Hydromatic		Model# S8LX5000FB	50hp, 460v, 3-phse, 1150 rpm	\$10
Hydromatic		Model# S8LX5000FB	50hp, 460v, 3-phse, 1150 rpm	\$10
Hydromatic		Model# S8LX5000FB	50hp, 460v, 3-phse, 1150 rpm	\$10
Hydromatic		Model# S6L 2000 M3-4	20hp, 230v, 3-phase, 1750 rpm	\$10
Hydromatic		Model# S6LX2000JC	20hp, 230v, 3-phse, 1750 rpm	\$10
Hydromatic		Model# S6LX2000JC	20hp, 230v, 3-phse, 1750 rpm	\$10
FLYGT			10hp, 230/460v, 3-phse, 1720 rpm	\$10
FLYGT		Model# 3127-181	10hp, 230/460v, 3-phse, 1720 rpm	\$10
Hydromatic		Model# S4NX300DC	3hp, 200v, 3-phase, 1750 rpm	\$10
Hydromatic		Model# S4NX300DC	3hp, 200v, 3-phase, 1750 rpm	\$10
Hydromatic		Model# S4N300M3-4	3hp, 230v, 3-phase, rpm not listed	\$10
Hydromatic		Model# S4N300M3-4	3hp, 230v, 3-phase, rpm not listed	\$10
Zoeller		Model# F6660-A	10hp, 230v, 3-phse, 1725 rpm	\$10
WACKER DIAPHRAM PUMP	PW	5241861		\$20

**GIROD ST STROLL**



Mayor Clay Madden

## SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Old Mandeville Business Association  
 Name of Authorized Representative Charles Guinchard Non-Profit/Tax-Exempt # \_\_\_\_\_  
 Mailing Address 635 Carroll Street  
 City Mandeville State LA Zip 70448  
 Applicant Phone # 5046665347 Alt. Phone # \_\_\_\_\_  
 E-Mail board@oldmandevillebusiness.com Application Fee Paid?  YES  NO

Name of Event: Girod Street Stroll  
 Date(s) of Event: Day Friday <sup>Saturday</sup> Date 4/18/2026 Time 5-9pm Rain Dates(s) 4/25/2026  
 Event Location: On Girod Street from Woodrow St to Lakeshore Drive

Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
 Description/Purpose of Event Local businesses socialize with neighbors Estimated Attendance 1000

**EVENT DETAILS - Check all that apply:**

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



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

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

### INSURANCE/INDEMNITY

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

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

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

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

Signed By: 

Printed Name: Charles Guinchard

Organization Represented: Old Mandeville Business Association

Office Held President Date 2/18/2026

Please email completed application to [acasborne@cityofmandeville.com](mailto:acasborne@cityofmandeville.com).

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



**SPECIAL EVENTS DEPARTMENT USE ONLY**

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

Fee received Date \_\_\_\_\_

Certificate of Insurance? YES \_\_\_\_\_ NO \_\_\_\_\_ *To be updated*

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$4680</u>	<u>KM</u>
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	_____

Recommendation of Special Events Committee:

12 officers (\$65 hour) for 4 hours \$4680  
OMBA installs NO parking signs & Clean up.

Approved:

*L. Clay Madden*  
Mayor Clay Madden

3-2-26  
Date

City Council Approval

Alcohol Permit:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

Waiver of Lakefront Food & Drink Ordinance:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

# Girod St Stroll Map

## Old Mandeville Business Association



 Street Closure

 Event Footprint

 Portable Rest Room

Tents, vendors and trash bins will be evenly spaced within the event footprint.

**PRIDE NORTHSORE**

City of Mandeville  
675 Lafitte Street Mandeville,  
LA 70448



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

Mayor Clay Madden

### SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Queer Northshore  
 Name of Authorized Representative Leyla Hekmatdoost Non-Profit/Tax-Exempt # 92-2975618  
 Mailing Address 73150 Taylor Road  
 City Covington State LA Zip 70435  
 Applicant Phone # 985-773-8601 Alt. Phone # \_\_\_\_\_  
 E-Mail leyla@queernorthshore.org Application Fee Paid?  YES  NO

Name of Event: PRIDE Northshore  
 Date(s) of Event: Day Saturday Date 05 / 30 / 26 Time 4-6 Rain Dates(s) 06/06/26  
 Event Location: Mandeville Lakefront/Girod Street Route  
 Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
 Description/Purpose of Event Celebration of PRIDE month. Estimated Attendance 1,500

**EVENT DETAILS - Check all that apply:**

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

\$12420.00 for Police cost per Kal

City of Mandeville  
675 Lafitte Street  
Mandeville, LA 70448



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

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

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

### INSURANCE/INDEMNITY

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

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

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

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

Signed By: 

Printed Name: Leyla Hekmatdoost

Organization Represented: Queer Northshore

Office Held Director Date 01/20/26

Please email completed application to [acasborne@cityofmandeville.com](mailto:acasborne@cityofmandeville.com).

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

## MANDEVILLE TRAILHEAD RENTAL GUIDELINES

- All persons or groups wishing to rent the Mandeville Trailhead Amphitheater for an event are required to enter into a rental/use agreement with the City of Mandeville. The agreement must be signed by the renter or renter’s representative.
- The fee for weekend rentals (Friday night, Saturday or Sunday) is \$600.00, which includes a \$150.00 deposit to reserve a date. If two adjacent dates are rented (e.g. Friday night & Saturday or Saturday and Sunday) only one deposit is collected for the two dates). At the close of the event(s) if there are no damages, clean-up is satisfactory, and the Trailhead is left in its pre-rental condition, the deposit will be returned.

Refundable Facility Deposit: \$150 Non-Profit 501 (c) (3): 25% Discount	Monday – Thursday 8:00 a.m. – 4:30 p.m.	Friday - Sunday After 4:30 p.m.
4 Hours (Includes setup and takedown)	\$400/\$300 (NP)	\$600/ \$450(NP)
8 Hours (Includes setup and takedown)	\$900/\$675 (NP)	\$1,000/\$750 (NP)
With Museum	+\$100/\$75 (NP)	+\$200/%150 (NP)
Street Closure (Block) w/Approval	\$300/\$225 (NP)	\$300/\$275 (NP)

- **Non-Profit deposit \$100.** Non-profit status includes organizations, groups, or individuals that are certified through the Secretary of State’s Office registered as a charity, non-profit, or tax-exempt as certified by the IRS and/or the Louisiana Secretary of. A copy of the letter verifying such status is required.
- **Payment in full is due no later than 2 weeks prior to the rental date. Failure to meet this requirement may result in forfeiture of any payments that have been made toward the rental.**
- The rental period provided for a rental includes set-up and/or decorating prior to the event, and clean-up following the event. All clean-up and restoration activities are to be completed by the end of the specified rental period.
- The City of Mandeville requires that a police security officer be on premises for a 4-hour period at any rental when alcoholic beverages are served. The cost for the **police detail is \$50.00 per hour for a total of \$200.00.** The Mandeville Police Department determines total amount of presence for even (Police Addendum included in application packet). The renter makes arrangements to pay the Mandeville Police Department directly for the detail.
- No individual bottled beverages (beer or soda) are allowed on the premises, including the parking lot area. Canned or keg beer, or sodas in cans or plastic bottles are acceptable. Liquor or wine bottles are acceptable since these drinks will be poured and served in cups.
- The sale of alcoholic beverages is strictly prohibited unless a liquor permit has been obtained from the City of Mandeville and State of Louisiana (ATC).
- The Renter is solely responsible for cleaning the facility following their event. The Trailhead is to be left in the same order as it was prior to the rental event. Renters are to provide a supply of extra-large garbage bags/boxes for use during clean-up.
- Renters are responsible for removing any litter (plates, cups, napkins, cans, etc.) that their guests might leave on the grounds, parking lot areas, sidewalks, etc. The deposit may be forfeited if the interior and/or exterior of the Trailhead are not cleaned to the satisfaction of the on-duty staff person.
- **Renters are obligated to abide by the provisions of the signed rental agreement and these Rental Guidelines.**

## MANDEVILLE TRAILHEAD STANDARD RENTAL AGREEMENT

This document, entered into this 21st day of January 2026, constitutes an Agreement between the City of Mandeville, hereinafter referred to as City, and Queer Northshore, hereinafter referred to as Renter or by Renters Authorized Representative, Leyla Hekmatdoost, For use of the Mandeville Trailhead located at 675 Lafitte Street, Mandeville, LA, for the specified event on the specified date and time, as indicated below. The Renter's contact information is: Address: 73150 Taylor Rd; City: Covington State: LA Zip 70435 Phone or Cell Number: 985-773-8601; Email: leyla@queernorthshore.org. Event: PRIDE Northshore Date: 05/30/2026 Time: 2PM AM | PM to 10 AM | PM

The Trailhead is to be notified at least 3 days prior to the rental date if cancellation becomes necessary. Failure to meet the 3-day cancellation requirement may result in forfeiture of all payments that have been made toward the rental. To cancel, please call the (985) 624-3147 during normal working hours (8:30 am – 4:30 pm).

The deposit reserves your date and serves as the damage/cleaning deposit. If there are no damages and the clean-up is satisfactory, the deposit will be refunded to the renter by check. Payment in-full is due no later than 2-weeks prior to the rental date. Failure to comply is subject to forfeiture of the deposit. Make checks or money orders payable to the "City of Mandeville".

### PAYMENT RECORD:

Payment Date	Amount Paid	Indicate Cash or Check No.	Receipt #	Balance Due	Payment Deadline

NOTE: A \$25.00 FEE WILL BE CHARGED FOR ALL CHECKS RETURNED FOR INSUFFICIENT FUNDS.

The "Rental Guidelines" are included as part of this Rental Agreement. The Rental Guidelines provide details of the regulations and procedures for renting the Mandeville Trailhead. Renters are encouraged to thoroughly read these guidelines.

The Renter's signature below signifies that the Renter agrees to comply with the terms of this Agreement and to abide by the Rental Guidelines as set forth.

SIGNED:   
Renter or Authorized Representative

\_\_\_\_\_  
Authorized Agent for City of Mandeville





# 2022 ROAD AND DRAINAGE

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

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Project: 2022 Roadway & Drainage Maintenance Contract

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Owner: City of Mandeville

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Owner's Contract No.: 700.22.003

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Contractor: Creek Construction, LLC

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Engineer's Project No.: 576-2003.01

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

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

Task Order 11 – Old Golden Shores Drainage – Package A

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February 14, 2026

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Date of Substantial Completion

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

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

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

- Amended Responsibilities       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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DIGITAL ENGINEERING & IMAGING, INC.

Not Started Complete  
 In Progress On Hold

Construction Status - Task Order #11, 2022 Roadway Maintenance - Creek Construction						Last Updated 1/7/26 LMM
Item #	Priority	Council District	Location	Work Required	Status	Comments
1	1	2	Old Golden Shores North of Monroe Drainage	Drainage	Sub Comp.	Package A Old Golden Shores North of Monroe Drainage (See plans issued w/ TO)



DIGITAL ENGINEERING & IMAGING, INC.

February 18, 2026

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

Re: 2022 Roadway & Drainage Maintenance Contract  
City Project No. 700.22.003  
Task Order No. 11 – Substantial Completion

Mr. Lagrange,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 11 of the 2022 Roadway & Drainage Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

*Buster Lyons...*

Buster Lyons  
Project Manager

Enclosure: Creek Construction, LLC Task Order No. 11 Certificate of Substantial Completion  
Maintenance Contract Construction Status List Status List (TO#11)

# HARBOR GAZEBO

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

**No. 3**

Date of Issuance: MARCH 2, 2026 Effective Date: JANUARY 30, 2026

Owner: CITY OF MANDEVILLE	Owner's Contract No.: 100.23.002
Contract: HARBOR GAZEBO IMPROVEMENTS	Date of Contract: JUNE 17 <sup>TH</sup> , 2025
Contractor: SCOTTMOORE, LLC	Architect's Project No.: 22026

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

**Description:**

Change Order No. 3 is to extend the contract time an additional 55 calendar days due to delays associated with the city requested Lakeshore Dr. traffic control plan (TTCD) submittal approval process, the PCCP roadway section reinforcement change request approval process, the Bayou Castain area utility trench box shop drawing submittal approval process, and the beach area bulkhead repair design changes & weather delay. The Area 1 roadway TTCD approval process and roadway section scope changes were determined to be the most impactful to the overall project duration. The revised Substantial Completion date with this Change Order will be March 26, 2026.

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

See attached project construction schedule & time impact summary.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 467,996.00

**[Increase]** [~~Decrease~~] from previously approved Change Orders No.     to No. 2:

\$ 19,008.00

Contract Price prior to this Change Order:

\$ 497,912.00

**[Increase]** [~~Decrease~~] of this Change Order:

\$ 0.00

Contract Price incorporating this Change Order:

\$ 497,912.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 180

Ready for final payment (days or date): 210

**[Increase]** [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): 13

Ready for final payment (days): 13

Contract Times prior to this Change Order:

Substantial completion (days or date): 193

Ready for final payment (days or date): 223

**[Increase]** [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 55

Ready for final payment (days or date): 55

Contract Times with all approved Change Orders:

Substantial completion (days or date): 248

Ready for final payment (days or date): 278

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RECOMMENDED:

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

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

Approved by Funding Agency (if applicable):  
\_\_\_\_\_

ACCEPTED:

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

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

ACCEPTED:

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

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

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

**Harbor Gazebo Improvements - Project Schedule (Time) Impact Table**

Item No.	Project Area	Scope Element Description	Project Schedule Impact Overview	Schedule Shifting Dates	Duration	Work Area Extension Days	Schedule Impact Controlling Factor (Y/N)
A1-1	Area 1	The Traffic Control Plan submittal process.	The architect & city requested a detailed temporary traffic control plan (TTC) be developed due to the potential for partial roadway closures at the Jackson & Lakeshore Drive intersection. The TTC was prepared and approved on 12/9/2025. The TTC installation was delayed from the initial anticipated start date of 11/12/2025 to 12/9/2025.	n/a	n/a	(see below)	No
A1-2		Roadway construction advance notice & delayed construction start date.	The approved TTC required two message boards be placed on Hwy. 190 at least 7 days in advance. Contractor was notified by city that MDP to GNOEC would be able to supply message boards for project on 12/10/2025. Contractor initiated process to have static message boards fabricated (5 working days) & erected for advanced motorist notice per TTC. Due to upcoming holidays the city requested the contractor postpone the Area 1 roadway work from 12/29/2025 to 1/5/2026. The original construction duration for the Area 1 roadway work was from 11/13/2025 to 1/9/2026 (57 days). Based on the revised start date of 1/5/2026 the revised completion date is 3/3/2026 (based on 57 day construction time).	Area 1 Revised Anticipated Paving Work Completion Date: 1/9/2026 - 3/3/2026	53 days	53 days	No
A1-3		Roadway pavement reinforcement changes.	The city requested the contractor provide WWF reinforcement for the roadway pavement. Refer to CPR#2/3. CPR#2/3 added one (1) additional day to the construction time. City also requested contractor provide doweled reinforcement between new concrete the curb & gutter sections and existing concrete roadway pavement on 1/20/2026. Refer to CPR#6. CPR#6 added one (1) additional day to the construction time. As a result the Area 1 completion date is extended an additional 2 days from 3/3/2026 to 3/5/2026.	Area 1 Revised Anticipated Paving Work Completion Date: 3/3/2026 to 3/5/2026	2 days	55 days (53 days + 2 days)	YES
A3-1	Area 3	Utility Trench Drain design changes & submittal process.	The contractor submitted the shop drawings for the utility trench drain for the Bayou Castain bulkhead area on 7/22/2025. The architect & city requested design changes for the utility trench drain (hinges, lift rings, etc.). Refer to CPR#4. The revised utility trench drain shop drawing was approved on 1/14/2026. The contractor was notified to initiate the fabrication process 1/28/2026 resulting in a 117 day delay. CPR#4 also added 3 additional days to the construction time. As a result the completion date is extended 120 days (117 days + 3 days) from the initial date of 10/10/2025 to 2/7/2026.	Area 3 Revised Anticipated Utility Trench Drain Work Completion Date: 10/10/2025 to 2/7/2026	120 Days	120 days	No
A4-1	Area 4	Beach Bulkhead repairs design changes & weather impacted construction delay. (* Note: dates do not reflect actual working period; however, area not a project critical path work element.)	The architect & city requested design changes to the beach area bulkhead timber joists to improve the strength and longevity on 8/12/2025. Refer to CPR#1. CPR#1 was approved on 9/4/2025 resulting in a 23 day delay. CPR#1 also added 9 additional days to the construction time. During installation of the concrete waler the contractor further experienced a 3-day weather delay due to tidal influences. As a result the completion date is extended 35 days (23 days + 9 days + 3 days) from the initial date of 9/22/2025 to 10/27/2025.	Area 4 Beach Bulkhead Repairs Completion Date: 9/22/25 to 10/27/25 *	35 days	35 Days	No

Summary: Area 1 is identified as the most impacted critical path work element with a net schedule impact of 55 days.

# ANTIBES WEST DRAINAGE

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

**No. 2**

Date of Issuance: 3/10/2025

Effective Date: 2/19/2026

Owner: City of Mandeville	Owner's Contract No.: 700.26.004
Contract: Antibes Lane West Drainage Repairs	Date of Contract: 9/11/2025
Contractor: Command Construction, LLC	Engineer's Project No.: 576-2003.01

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

**Description:**

Change Order No. 2 is to increase the construction contract amount by \$15,355.90 from \$485,741.00 to \$501,096.90 for additional costs incurred for crane rental, crane rigger, and sheet piling press equipment due to delays caused by Cleco associated with the relocation of existing electrical services traversing the drainage servitude and the limits of construction.

Change order no. 2 will also add 34 additional calendar days to the contract time due to delays with the procurement of the cured-in-place liner & resin materials, in addition to weather condition delays prohibiting the installation of the CIPP liner. The existing 36" CMP to the north of the newly installed concrete drain line is planned to be rehabilitated by CIPP lining to an existing drainage structure beyond the TopsL property paved parking area.

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

Contractor Request for Change No. 3 dated February 19, 2026

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  \$485,741.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>30 days - 12/31/2025</u> Ready for final payment (days or date): <u>60 days - 1/30/2026</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :  \$0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial completion (days): <u>56 days - 2/25/2026</u> Ready for final payment (days): <u>0 days - 3/27/2026</u>
Contract Price prior to this Change Order:  \$485,741.00	Contract Times prior to this Change Order: Substantial completion (days): <u>86 days - 2/25/2026</u> Ready for final payment (days): <u>116 days - 3/27/2026</u>
[Increase] [Decrease] of this Change Order:  \$15,355.90	[Increase] [Decrease] of this Change Order: Substantial completion (days): <u>34 days - 3/31/2026</u> Ready for final payment (days): <u>0 days - 4/30/2026</u>
Contract Price incorporating this Change Order:  \$501,096.90	Contract Times with all approved Change Orders: Substantial completion (days): <u>120 days - 3/31/2026</u> Ready for final payment (days): <u>150 days - 4/30/2026</u>

---

RECOMMENDED:

By: Buster Lyons...  
Engineer (Authorized Signature)

Date: 3/10/2026

Approved by Funding Agency (if applicable):  
  
\_\_\_\_\_

ACCEPTED:

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

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

ACCEPTED:

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

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

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



February 19, 2026

Digital Engineering and Imaging, Inc.  
Attn: Buster Lyons, P.E.

Re: Antibes Lane West Drainage Repairs

CC-295

Dear Mr. Lyons,

See attached for additional costs incurred for subcontracted crane rental, crane rigger, and sheet piling press equipment due to delays caused by Cleco Corp. in removing the existing electrical lines:

**TOTAL COST**  
**1 LS = \$15,355.90**

Command Construction, LLC. is submitting this change order that covers the cost incurred by the subcontractors from the delays caused by Cleco Corp. in removing the existing electrical lines in the project area.

Please Process this change order and add 2 days to the contract.

See attached for details.

Sincerely,

James Erskin – Project Manager  
Command Construction, LLC.

68445 JAMES ST  
MANDEVILLE, LA 70471  
504-887-8795

CHANGE ORDER PROPOSAL	CC-295 245 ANTIBES LN W
SUBCONTRACTOR OVERTIME FROM CLECO DELAYS	

<u>LABOR</u>	NUMBER	HRS	RATE	EXTENSION
				\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

<u>MATERIAL</u>	QTY	UNIT	UNIT PRICE	EXTENSION
				\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

<u>EQUIPMENT</u>	NUMBER	HOURS/DAYS	UNIT PRICE	EXTENSION
				\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

<u>ADDITIONAL ACTIVITY</u>	QTY	UNIT	RATE	EXTENSION
NOIW CRANE OVERTIME	11	HR	\$ 320.00	\$ 3,520.00
NOIW RIGGER OVERTIME	11	HR	\$ 93.75	\$ 1,031.25
SEALEVEL STAND-DOWN	11	HR	\$ 900.00	\$ 9,900.00
<b>SUBTOTAL</b>				<b>\$ 14,451.25</b>

DIRECT LABOR				\$ -
INSUR, SS, ETC... (57.53%)				\$ -
DIRECT LABOR MARKUP (10%)				\$ -
MATERIAL				\$ -
MATERIAL MARKUP (10%)				\$ -
EQUIPMENT				\$ -
EQUIPMENT MARKUP (10%)				\$ -
SUBCONTRACTOR				\$ 14,451.25
SUBCONTRACTOR MARKUP (5%)				\$ 722.56
BOND 1.2%				\$ 182.09
<b>TOTAL</b>				<b>\$ 15,355.90</b>



# New Orleans Iron Works, LLC

P O Box 100  
Belle Chasse, LA 70037

Office (504) 656-8996

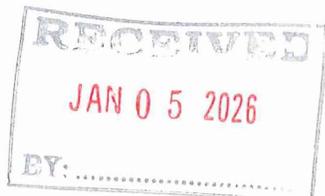
Fax (504) 656-8998

www.neworleansironworks.com

Command Construction Industries, LLC  
68445 James St.,  
Mandeville, LA 70471

**PROJECT:**

245 Antibes Lane, Mandeville, LA  
Job#CC-295



**EMAILED**

## INVOICE

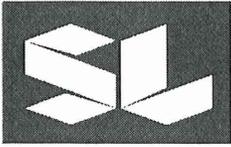
DATE	INVOICE #
12/31/2025	COM-106-1

PAYMENT TERMS:
NET 30

DESCRIPTION	QTY	RATE	AMOUNT
Rental of Liebherr 125 ton crane owner operated and maintained to work as directed as per the attached Daily Work Tickets dated 12/8/25-12/12/25	40		
Overtime	11	320.00	3,520.00
Rigger	40		
Overtime	11	93.75	1,031.25
Mob and Demob	2		
Permit	2		
Non-Taxable			
NOIW Approved <u>ko</u>			

If this invoice does not include sales tax, it is the responsibility of the purchaser to report and remit.

<b>Total</b>	\$22,641.25
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# SEALEVEL CONSTRUCTION

# Invoice

Invoice Number
25121-1
Invoice Date
12/23/2025

**Sealevel Construction, Inc.**

P.O. Box 1037

Thibodaux, LA 70302

Phone: (985) 448-0970

Fax: (985) 448-0922

**Bill To:** COMMAND CONSTRUCTION, LLC

68445 JAMES STREET

MANDEVILLE, LA 70471

**Re:** Antibes Giken  
Antibes Lane W. Drainage  
Repairs

Job No	Customer Job No	Customer PO	Payment Terms		Due Date
25121	CC-295	700.26.004	Net 30 Days		1/22/2026
Date	Quantity	Description	U/M	Rate/Unit	Price
	1.00	802-02-Mobilization and Demobilization (Ref. Bid No. 20010-01)	LS		
	120.00	802-02 - Press In Installation of Sheet Piling Labor and Press In Equipment Only (Ref. Bid No. 20010-01)	LF		
	11.00	Underground Utility Removal	HR	900.00	9,900.00

Subtotal	\$	70,900.00
Sales Tax (if applicable)	\$	0.00
LESS: Payment	\$	0.00
<b>Total Due</b>	<b>\$</b>	<b>70,900.00</b>

*Thank you for your business!*

September 26, 2024

Mr. Cory Commander  
Command Construction Industries, L.L.C.  
68445 James Street  
Mandeville, LA 70471

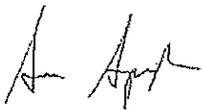
RE: Bond Rate

Attention Cory Commander:

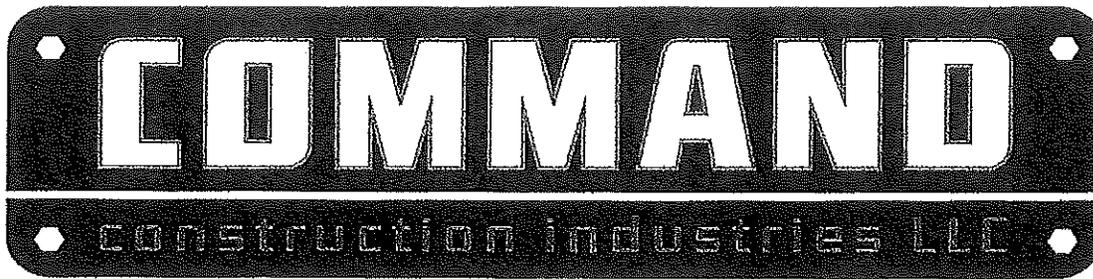
In regards to your inquiry on your bonding rates, this letter will serve to confirm the average rate for usual scope of work is 1.2% (12.00 per thousand) based on the contract price.

If you have any questions or need anything further, please advise.

Sincerely,



Sam Spengler  
Bond Manager  
[sspengler@rossandyerger.com](mailto:sspengler@rossandyerger.com)  
601-944-9714



### Labor Burden Breakdown - 2023

**Payroll Taxes:**

FICA	7.65
FUTA	0.80
SUTA	1.78
<b>Total Federal &amp; State Payroll Tax</b>	<b>10.23</b>

**Insurance Burden:**

Workers Compensation	9.44
General Liability	13.21
Umbrella	12.06
Health Insurance-Employer	3.52
401k-Employer Contribution	2.55
Auto/Equipment	6.52
<b>Total Insurance Burden</b>	<b>47.30</b>
 <b>Total Tax and Insurance Burden</b>	 <b>57.53</b>

68445 JAMES ST  
MANDEVILLE, LA 70471  
504-887-8795  
504-887-8906 (FAX)

**Gilken Press-In Sheet Pile Equipment & Crane Photo**



**From:** Kemp Hartzog <Kemp.Hartzog@cleco.com>  
**Sent:** Thursday, December 4, 2025 3:10 PM  
**To:** James Erskin; Buster Lyons; Christian Commander  
**Cc:** Greg Tatum; Kevin Chaisson; Kevin Bono; Clif Siverd  
**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

Thank you for the information James.

We have reached out to customer and plan to de-energize Tuesday next week.

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

**From:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Sent:** Thursday, December 4, 2025 2:50 PM  
**To:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>; Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>  
**Cc:** Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>; Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

All,

Please see attached two week look ahead.

Thank You,

James Erskin  
Project Manager  
Office: (504) 887-8795  
Cell: (318) 321-8401



**From:** Kemp Hartzog <Kemp.Hartzog@cleco.com>  
**Sent:** Wednesday, November 19, 2025 1:24 PM  
**To:** James Erskin; Buster Lyons  
**Cc:** Kevin Bono; csiverd@cityofmandeville.com; Clinton Boynes; Laura Medina; Christian Commander; Greg Tatum; Kevin Chaisson  
**Subject:** RE: R235/245 Antibes - Cleco field meeting

Is 2pm good for everyone?

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

**From:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Sent:** Wednesday, November 19, 2025 10:47 AM  
**To:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; csiverd@cityofmandeville.com; Clinton Boynes <[cboynes@deii.net](mailto:cboynes@deii.net)>; Laura Medina <[lmolina@deii.net](mailto:lmolina@deii.net)>; Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>; Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>  
**Subject:** RE: R235/245 Antibes - Cleco field meeting

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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We can do after 1:30 pm.

Thank You,

James Erskin  
Project Manager  
Office: (504) 887-8795  
Cell: (318) 321-8401



---

**From:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>  
**Sent:** Wednesday, November 19, 2025 9:48 AM  
**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; [csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com); James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>; Clinton Boynes <[cboynes@deii.net](mailto:cboynes@deii.net)>; Laura Medina <[lmedina@deii.net](mailto:lmedina@deii.net)>  
**Subject:** RE: R235/245 Antibes - Cleco field meeting

James, can the Command folks make tomorrow. I am good up to 9:30 am and again after 1:30 pm.

**Buster Lyons, P.E., MBA**  
Senior Project Engineer



O: 504.468.6129 | C: 504.812.6456 | [blyons@deii.net](mailto:blyons@deii.net)

---

**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Sent:** Wednesday, November 19, 2025 9:45 AM  
**To:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; [csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com); James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>; Clinton Boynes <[cboynes@deii.net](mailto:cboynes@deii.net)>; Laura Medina <[lmedina@deii.net](mailto:lmedina@deii.net)>  
**Subject:** RE: R235/245 Antibes

We won't be available next week for holidays, but could meet tomorrow.

The next day available after tomorrow would be December 1<sup>st</sup> or 3<sup>rd</sup>.

**Kemp Hartzog, PE**  
Engineer IV-Distribution  
**Office:** 985.867.4638  
**Mobile:** 985.273.8300



---

**From:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>  
**Sent:** Wednesday, November 19, 2025 8:52 AM  
**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; [csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com); James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>; Clinton Boynes <[cboynes@deii.net](mailto:cboynes@deii.net)>; Laura Medina

<lmedina@deii.net>

**Subject:** R235/245 Antibes

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Kemp,

Thank you for talking through the options and planning to set-up a field meeting with the Command Construction project manager to establish a path forward that works to address the two Cleco services that cross the new drain line installation. I have briefly discussed with Command so they can talk internally and to inform them we were planning to have a site visit meeting with all to discuss next steps.

for additional costs associated with subcontractor crane rental, crane rigger & sheet piling

Items discussed to potentially address (talking points only):

- Cleco to temporarily de-energize the lines (couple hours, on day?). Command to install trench sheeting, leaving gaps for electrical services (same will be done for sewer). Cleco re-energizes services. Cleco may need representation on site to perform temporary de-energization only during the time when Command is installing sheeting on each side of the services.
- Command to start installation of new drain line. Day when new pipe installation to cross electrical services Command to notify Cleco to disconnect the services on each side of the trench. Command completes drain line section (where services cross). Cleco pulls re-installs conduit & re-establishes service. (This assumes the electrical service conduits are unable to span the width of the trench (15'). If the time to accomplish this work requires too long of an outage, an option would be to have city have standby generator on hand.

Again, this is just to start the conversation. We can get into more specifics during the meeting. Open to ideas once everyone is able to digest.

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Please let me know some potential days / times everyone is able to meeting in the field.

Thanks,  
Buster

**Buster Lyons, P.E., MBA**  
Senior Project Engineer



DIGITAL ENGINEERING & IMAGING, INC.

O: 504.468.6129 | C: 504.812.6456 | [blyons@deii.net](mailto:blyons@deii.net)

---

**From:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Sent:** Tuesday, November 18, 2025 3:45 PM  
**To:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>  
**Subject:** FW: 245 Antibes

---

**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Sent:** Thursday, November 6, 2025 8:56 AM  
**To:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>  
**Subject:** RE: 245 Antibes

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We only have a servitude for the existing line route and would need a new one for new route in parcel J-4A-2.

Would your contractor be able to work around the existing line since it is in conduit?

We would not have any charges for that. We could possibly de-energize temporarily the one section in the hole until it is filled back in.

Thank you,

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

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**Sent:** Thursday, November 6, 2025 8:25 AM  
**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>  
**Subject:** RE: 245 Antibes

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---

Kemp,

Will Cleco incur the cost to move the line? All our work will be done outside the building footprint.

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We need to get started on replacement as the hole is getting larger by the day.

---

**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>

**Sent:** Thursday, November 6, 2025 8:04 AM

**To:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>

**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>

**Subject:** 245 Antibes

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Clif,

The cost for CLECO to relocate the primary lines is \$28,047.

We will also need to access the line under the deck to make a tie in. Is this deck being removed or at least a portion for us to access and dig up existing line?

Is there a servitude in place on the other property outside the fence for us to utilize the new route along the outside of the fence?

Thank you,

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



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**[EXTERNAL EMAIL - This email is from outside of Digital Engineering. Use caution when clicking on links or attachments.]**

---

**From:** Kemp Hartzog <Kemp.Hartzog@cleco.com>  
**Sent:** Wednesday, November 19, 2025 9:45 AM  
**To:** Buster Lyons  
**Cc:** Kevin Bono; csiverd@cityofmandeville.com; James Erskin; Clinton Boynes; Laura Medina  
**Subject:** RE: R235/245 Antibes

We won't be available next week for holidays, but could meet tomorrow.

The next day available after tomorrow would be December 1<sup>st</sup> or 3<sup>rd</sup>.

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



Cleco Power LLC

crane rental, crane rigger & sheet piling press equipment

---

**From:** Buster Lyons <blyons@deii.net>  
**Sent:** Wednesday, November 19, 2025 8:52 AM  
**To:** Kemp Hartzog <Kemp.Hartzog@cleco.com>  
**Cc:** Kevin Bono <kevin.bono@cleco.com>; csiverd@cityofmandeville.com; James Erskin <jamese@commandindustries.com>; Clinton Boynes <cboynes@deii.net>; Laura Medina <lmedina@deii.net>  
**Subject:** R235/245 Antibes

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Buster

**Buster Lyons, P.E., MBA**  
Senior Project Engineer



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O: 504.468.6129 | C: 504.812.6456 | [blyons@deii.net](mailto:blyons@deii.net)

---

**From:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Sent:** Tuesday, November 18, 2025 3:45 PM  
**To:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>  
**Subject:** FW: 245 Antibes

---

**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Sent:** Thursday, November 6, 2025 8:56 AM  
**To:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>  
**Subject:** RE: 245 Antibes

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Would your contractor be able to work around the existing line since it is in conduit?

We would not have any charges for that. We could possibly de-energize temporarily the one section in the hole until it is filled back in.

Thank you,

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

**From:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>

**Sent:** Thursday, November 6, 2025 8:25 AM

**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>

**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>

**Subject:** RE: 245 Antibes

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---

Kemp,

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**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>

**Sent:** Thursday, November 6, 2025 8:04 AM

**To:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>

**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>

**Subject:** 245 Antibes

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Thank you,

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**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

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---

**From:** Kemp Hartzog <Kemp.Hartzog@cleco.com>  
**Sent:** Tuesday, November 18, 2025 4:43 PM  
**To:** James Erskin; Clifton Siverd  
**Cc:** Christian Commander; Greg Tatum; Kevin Chaisson  
**Subject:** RE: 245 Antibes

James, Christian, or Greg,

If we were to de-energize the line how long would you need until we could re-energize?

Thank you,

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

**From:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Sent:** Tuesday, November 18, 2025 3:39 PM  
**To:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>; Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Cc:** Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>; Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>  
**Subject:** Re: 245 Antibes

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---

Cliff / Kemp,

I was just forwarded this email after a phone call to Cliff. I was not included on it at the beginning. Do we know when this is going to get resolved? Last I was told was that this was going to get handled the week of November 17. We are supposed to be mobilizing on December 1st and have special machinery we have to bring in. As to working around the lines, I'm not sure how that is possible, but will check with Christian and Greg (cc'd on this email) to see if that is possible.

Thank You,

James

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---

**From:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Sent:** Tuesday, November 18, 2025 3:20:10 PM  
**To:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Subject:** FW: 245 Antibes

From Kemp

---

**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Sent:** Thursday, November 6, 2025 8:56 AM  
**To:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>  
**Subject:** RE: 245 Antibes

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**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

**From:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Sent:** Thursday, November 6, 2025 8:25 AM  
**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>  
**Subject:** RE: 245 Antibes

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**Sent:** Thursday, November 6, 2025 8:04 AM

**To:** Clifton Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>

**Cc:** Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>

**Subject:** 245 Antibes

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Thank you,

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

**From:** Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>  
**Sent:** Thursday, December 4, 2025 8:29 AM  
**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>; James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>;  
Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>  
**Cc:** Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>;  
Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

The homeowner is Jason Dahlberg, cell phone 1-70-846-1110.

On November 20<sup>th</sup>, some variations of the possible steps to have the lines temporarily de-energized for short durations in addition to the eventual re-routing of the services, which would likely require a lengthier outage.

Please know ultimately Command will determine their means and methods. In the field, as I recall, Command outlined their initial intent was to install the sheeting along one side of the trench, and then do the same along the other side. If this remains the case, it will take two potential short-term de-energizations, both of which would need to be planned based on expected timing (dates/times). Sounds like the first could be Tuesday. I was suggested that the sheeting could be installed on both sides of the electrical services and have the sheeting connected with walers, similar to what was intended for the existing sewer service. This allows the electrical service lines to remain in their present locations and would require 2 temporary de-energizations for short periods to provide a safer working environment while driving the sheets. It was discussed that the survey / layout crew on hand could mark & use some type of markers to delineate the conduits on both sides of the trench before backfilling the area, which Command was planning to do prior to starting the sheeting installation. Once the sheeting was installed on both sides of the trench and the pipe installation was scheduled, Command was to provide proper notice to Cleco to be on hand with needed materials to disconnect, pull back the services, and then re-install back over the pipe. The idea was with everyone working as a group the period of the outage could be minimized for the installation of the new pipe along the area of the two services.

Other key notes was that Cleco has an existing servitude and wanted the “new” services to be 4-5’ below grade. (This was the other factor that played into idea of having the sheeting driven on both sides of the services with the services running through the gaps.)

Please start requesting the dates and estimated time frames Cleco personnel will need to be on-site to help facilitate the work in writing. Cleco did notify all parties in the field about the need for the 72-hour notice. If we can document the requests in writing it will help everyone better plan.

James, please develop a simple schedule / 2-week lookahead showing the dates for the sheeting installation and pipe installation, and earmark the dates Cleco would be needed on hand for either temporary de-energizations and/or temporary disconnects.

If Command, Cleco, and homeowner come up with a better plan or means please just communicate with the group.

Everyone's cooperation and assistance in this matter is greatly appreciated.

Sincerely,  
Buster

**Buster Lyons, P.E., MBA**  
Senior Project Engineer



DIGITAL ENGINEERING & IMAGING, INC.

O: 504.468.6129 | C: 504.812.6456 | [blyons@deii.net](mailto:blyons@deii.net)

---

**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Sent:** Thursday, December 4, 2025 5:59 AM  
**To:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>; Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>  
**Cc:** Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>; Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

Good morning James,

The planning department would need a 72 hour notice with the information to prepare the outage. If we can get details to send them today they could create the guide for us to de-energize Tuesday.

CLECO would de-energize the lines and help move out the way temporarily for you to install sheets below. I need to know how long this outage would be for you to install the sheets.

Once I know the timeline from you I will need the homeowner's information to setup this outage with them giving them the day and outage length. If this works for the homeowner I can prepare the information the planning department needs to schedule the outage for us to work around the existing lines.

Thank you,

**Kemp Hartzog, PE**  
Engineer IV-Distribution  
**Office:** 985.867.4638  
**Mobile:** 985.273.8300



---

**From:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>

**Sent:** Wednesday, December 3, 2025 7:50 PM

**To:** Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>; Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>

**Cc:** Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>; Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>

**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

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---

Kemp,

Let's see if we can clear up some confusion.

“Once we know that we can try to prepare. Planning department needs a 72-hour notice for the primary line de-energize and construction needs a 1-2 week notice to prepare the material and labor. Since we have some familiarity and have prepared the labor and material, we would need at least 72 hours to prepare the switching with could happen Monday next week at the earliest if that is when you intend to be installing the sheets where our primary line is.”

With this option are you moving the lines completely out of the way, or just deenergizing it long enough for us to drive the sheets and helping move them around the sheets while keeping them in place? Let's let this be the 72-hour notice, since we plan to drive sheets on Monday due to the incoming weather. Either of the above-mentioned options should work for us with Cleco's assistance.

Thank You,

James Erskin  
Project Manager  
Office: (504) 887-8795  
Cell: (318) 321-8401



---

**From:** Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>

**Sent:** Wednesday, December 3, 2025 5:28 PM

**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>; James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Cc:** Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>;  
Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Clif Siverd  
<[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

All,

Command needs to the conflicting line out of the way ASAP – **Command has relayed information for weeks now when construction was starting and what we needed done so we can complete our contracted work. We are not sure what seems to be the disconnect as both the City and Cleco were on the emails and in attendance to meetings for these discussions (keep in mind original mobilization was originally 11/17/25).**

Command and our sub(s) have mobilized, and any delays to construction due to this utility conflict will be forwarded on to the City of Mandeville.

Thank you,

Christian Commander – Operations Manager  
Command Construction Industries, LLC  
Mandeville, LA 70471  
504-887-8795 (Office)  
504-887-8906 (Fax)  
504-329-5945 (Cell)  
[christian@commandindustries.com](mailto:christian@commandindustries.com)



---

**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Sent:** Wednesday, December 3, 2025 10:02 AM  
**To:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Cc:** Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>; Greg Tatum  
<[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>; Kevin Bono  
<[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

Clif,

Is the service change the route the city wants to go? I would need confirmation from you since there is electrical work you will need to perform to update the meter pan.

James,

The plan was communicated and discussed, but no definite dates have been given to us. We are not going to be out there while you are the whole two weeks, waiting for you to call on us when ready. We need actual start and finish timelines that we will be working.

Thank you,

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



---

**From:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Sent:** Wednesday, December 3, 2025 9:35 AM  
**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Cc:** Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>; Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>; Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Subject:** Re: 245 Antibes W - Power Line Retrieval / Relocation

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Kemp,

We need to go with the service change - the option that gets y'all out here Monday. **I feel the timeline for this issue was clearly communicated through our numerous onsite meetings.** We were planning to possibly start with sheets today if we were set up in time. Most likely the rain will shut us down for the rest of the week, but we need y'all out here as soon as possible.

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**From:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>  
**Sent:** Wednesday, December 3, 2025 8:18:52 AM  
**To:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>  
**Cc:** Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>; Greg Tatum <[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>; Kevin Bono <[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>  
**Subject:** RE: 245 Antibes W - Power Line Retrieval / Relocation

We were on site yesterday to familiarize our contractors with the area and what will be going on to help prepare. We have not been able to give them or our planning group a date since we are unsure when you will be ready to de-energize and when you will be ready for us to be there when the sheet will be going under the existing line.

Once we know that we can try to prepare. Planning department needs a 72 hour notice for the primary line de-energize and construction needs a 1-2 week notice to prepare the material and labor. Since we have some familiarity and have prepared the labor and material, we would need at least 72 hours to prepare the switching with could happen Monday next week at the earliest if that is when you intend to be installing the sheets where our primary line is.

What outage has the customer been prepared for and is the city supplying power during this outage?

While on site we also reviewed if there were other options to help and found that we could extend secondary from a different transformer since the customer is only using single phase. Their current voltage is 120/208V and this new voltage would be 120/240V.

This generally is not an issue, but we wanted to notify Clif to see if the home can accept 120/240V and if they could either change the guts or the meter pan to accept a single phase meter instead of the current three phase meter.

If this is an option we can install the secondary and remove the primary to where you won't have the primary to work around. We could start Monday and finish by EOD Tuesday.

Please let us know if this service change is the option to go with and we can start Monday. If not we need to know what day the outage is planned for and how long and what day you will be installing sheet under line so we can be out there.

Thank you,

**Kemp Hartzog, PE**

Engineer IV-Distribution

**Office:** 985.867.4638

**Mobile:** 985.273.8300



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**From:** James Erskin <[jamese@commandindustries.com](mailto:jamese@commandindustries.com)>

**Sent:** Tuesday, December 2, 2025 4:04 PM

**To:** Kemp Hartzog <[Kemp.Hartzog@cleco.com](mailto:Kemp.Hartzog@cleco.com)>

**Cc:** Christian Commander <[christian@commandindustries.com](mailto:christian@commandindustries.com)>; Greg Tatum

<[gregt@commandindustries.com](mailto:gregt@commandindustries.com)>; Kevin Chaisson <[kevinc@commandindustries.com](mailto:kevinc@commandindustries.com)>; Kevin Bono

<[kevin.bono@cleco.com](mailto:kevin.bono@cleco.com)>; Buster Lyons <[blyons@deii.net](mailto:blyons@deii.net)>; Clif Siverd <[csiverd@cityofmandeville.com](mailto:csiverd@cityofmandeville.com)>

**Subject:** 245 Antibes W - Power Line Retrieval / Relocation

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Mr. Hartzog,

We have mobilized at 245 Antibes W and are setting up equipment to begin driving sheets tomorrow. Speaking with my General Superintendent, he said you mentioned onsite today of removing the lines completely. However, there seems to be confusion as to what the actual plan is. **We have had multiple on site meetings stating the date we were going to start and what our needs are.** Please inform us of what the plan is (rerouting line / removing line while we work) and what the path is moving forward. The homeowner is aware that the power will be cut while we are working. It is likely that we will start driving sheets tomorrow, but the rain may hold us off at the end of the week. Therefore, we need confirmation of what the plan is and execution of that plan by the beginning of next week so that we may continue. Please respond as soon as possible, as this issue has the potential of severely hindering progress.

Thank You,

James Erskin  
Project Manager  
Office: (504) 887-8795  
Cell: (318) 321-8401



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**[EXTERNAL EMAIL - This email is from outside of Digital Engineering. Use caution when clicking on links or attachments.]**

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**RES 26-11**

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL  
MEMBER ZUCKERMAN; MOTIONED FOR ADOPTION BY COUNCIL MEMBER  
\_\_\_\_\_ AND SECONDED FOR ADOPTION BY  
COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 26-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE TO  
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND PRINCIPAL ENGINEERING, INC. FOR THE MANDEVILLE  
JACKSON AVENUE BOAT LAUNCH BULKHEAD REPAIRS PROJECT AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City in October, 2020 and approved by the City on December 10, 2020, and/or added to the City's pre-approved vendor list through a supplemental qualification round (RFQ); and

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for the Project dated March 12, 2026, and the City accepted the Consultant's Proposal; and

**WHEREAS**, the scope of this project is to reconstruct the City's portion of the bulkhead on the north side of the Jackson Avenue Boat Launch, in addition to the two timber finger piers at the launch. The work will consist of the demolition of existing structures and the installation of new vinyl sheeting & timber piling, decking, framing, and hardware as needed to reconstruct the bulkhead and finger piers;

**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 this Professional Services Agreement with Principal Engineering, Inc. to provide the services of the Agreement of the Mandeville Jackson Avenue Boat Launch Bulkhead Repairs Project.

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 26th day of March, 2026.

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANDEVILLE**

**AND**

**PRINCIPAL ENGINEERING, INC.**

**COM PROJ. NO. 100.26.001**

**MANDEVILLE JACKSON AVENUE BOAT LAUNCH**

**BULKHEAD REPAIRS PROJECT**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized to act by virtue of Resolution \_\_\_\_\_ (herein after to as the “**City**”), and Principal Engineering, Inc. a Louisiana business corporation with registered office in Louisiana at 128 Northpark Boulevard, Covington, Louisiana 70433 represented by Henry I. DiFranco, Jr., P.E., by virtue of the Corporate Resolution of Principal Engineering, Inc. regarding Contracting Authority dated on September 4, 2025 and his authority as President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City in October, 2020 and approved by the City on December 10, 2020, and/or added to the City’s pre-approved vendor list through a supplemental qualification round (the “**RFQ**”);

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for the Project dated March 12, 2026 (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 purpose of this contract is for the Consultant to perform the necessary professional

engineering services in accordance with the terms of this “Agreement” for the reconstruction of the city responsible section of the existing timber bulkhead of the north side of the Jackson Avenue Boat Launch and the two existing timber finger piers for the launch. The project scope includes reconstruction of the north bulkhead in the Jackson Ave boat launch, bounded by the Pontchartrain Yacht Club owned bulkhead, and the concrete ramps to shore; rehabilitation of the finger piers by selected replacement or repair of framing and piles; and reconstruction of concrete abutments as necessary.

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

The Consultant shall provide data and computations to support the design. Core boring information shall be incorporated in the design when applicable. The City will provide any existing geotechnical borings and/or reports available for the project area and/or other nearby areas. If additional geotechnical information is required for the Consultant to perform his/her design efforts, the Consultant shall coordinate with the City to obtain the necessary geotechnical investigation data as part his/her efforts, unless otherwise determined. Plans must be prepared using AutoCAD compatible with the City. The Consultant shall also submit to the Department of Public Works (the “**Department**”) all designs, computations, original reproducible drawings, typed originals of all specifications and proposal documents as required, and the final drawings on electronic format compatible with the City’s software systems at the discretion of the City. All plans must be signed and stamped by a Louisiana Registered Civil Engineer of the Consultant’s firm, who shall be responsible for the design.

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

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

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

The Consultant shall provide the Department with all services required for the preparation of an engineering report with all required or applicable design computations, preliminary design plans, final plans, specifications, and bid documents. These services include, but are not limited to,

topographic and right-of-way surveys, geotechnical investigation services, preliminary plans, computations used to develop design, participation in a plan-in-hand conference, a preliminary estimate of a construction contract cost based on estimated quantities developed from the preliminary plans, and a final estimate of construction contract cost based on estimated quantities developed from the final plans.

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

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

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

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

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

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

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

Phase I(a).	Survey and Data Assembly ( <i>Not Used</i> )
Phase I(b).	Geotechnical Investigations ( <i>Not Used</i> )
Phase I(c).	Hydrologic and Hydraulic (H&H) study ( <i>Not Used</i> )
Phase II.	Preliminary Design
Phase III.	Environmental Study ( <i>Not Used</i> )
Phase IV(a).	Final Design
Phase IV(b).	Bid & Award
Phase V(a).	Construction Administration
Phase V(b).	Construction Closeout
Phase V(c).	Inspection, Reporting, and Verification ( <i>if Requested</i> )
Phase VI.	Permitting

**PHASE I(a). SURVEY AND DATA ASSEMBLY (*As Needed*) (**NOT USED**)**

**PHASE I(b). GEOTECHNICAL INVESTIGATIONS (**NOT USED**)**

**PHASE I(c). HYDROLOGIC & HYDRAULIC (H&H) STUDY (**NOT USED**)**

**PHASE II. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)**

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

*60% Preliminary Design Submittal*

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

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

Upon receipt of review comments, if any, the Engineer shall revise the preliminary design report and contract documents (plans and specifications) accordingly until the 60% design submittal and plans are acceptable to the Department. For any comments not addressed, the Consultant shall provide the Owner with a written log of the comments with responses explaining the reason said comment was not addressed.

The Engineer's 60% Design Submittal shall include:

1. Preliminary Design Report.
2. Complete Topo Survey information is to be shown on Plan/Profile drawings. Proposed profile should match the elevation on cross sections.
3. Set of Preliminary Project specifications.
4. Preliminary Opinion of Probable Construction Cost.
5. Preliminary design and construction schedule.
6. Two (2) full size printed plan sets (22"x34"), if requested.
7. Electronic files of all design submittal documents. (Electronic files of project plans shall be CAD & PDF.)

Consultant shall submit the 60% Design submittal within the specified number of calendar days under Article III Contract Time and Schedule after the Phase I Survey submittal, unless otherwise agreed upon by the Owner in writing.

### 90% Preliminary Design Submittal

Unless otherwise notified or noted elsewhere herein, the Consultant shall initiate the 90% Preliminary Design Phase immediately upon completion of the 60% Preliminary Design Phase submittal.

The Consultant's 90% Preliminary Design Submittal shall include:

1. Final Design Report, including final computations and modeling outcomes, and incorporating and addressing all Preliminary Design Report submittal comments from the Owner.
2. Revised Construction plan set incorporating and addressing all previous design submittal comments from the Owner and other reviewing entities into the current design.

3. Complete and final set of bid-ready project specifications.
4. An updated Opinion of Probable Construction Cost estimate, based on estimated quantities developed from the latest preliminary plan set.
5. Updated design and construction phase schedule.
6. Two (2) full size printed plan sets (22"x34"), if requested.
7. Electronic files of all design submittal documents. (Electronic files of project plans shall be CAD & PDF.)

Consultant shall submit 90% Preliminary Design submittal within the specified number of calendar days under Article III Contract Time and Schedule after the 60% Preliminary Design submittal, unless otherwise agreed upon by the Owner in writing.

Following receipt of this submittal, a plan-in-hand meeting will be held if deemed necessary. A listing of the 90% Preliminary Design submittal review and any plan-in-hand (PIH) comments, additions, and deletions shall be compiled by the Consultant for inclusion in the Final Design submittal deliverables.

All changes to the plans, specifications, and opinion of probable construction cost shall be logged. Contract Documents (plans and specifications) should be considered 90% design stage by the culmination of this Phase.

Phase II Deliverables:

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

**PHASE III. ENVIRONMENTAL STUDY (*NOT USED*)**

**PHASE IV(a). FINAL DESIGN**

This phase shall consist of Professional Engineering/Architectural Services required for the preparation of complete final construction plans, specification, bid documents, and an opinion of probable construction cost estimate. After the plan-in-hand meeting and/or receipt of Owner 90% Preliminary Design Phase comments, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare a complete set of Contract Documents (plans and specifications). Any other stakeholder or regulatory permitting agency comments shall be incorporated and addressed in the Final Design Phase submittal. For any comments not addressed, the Consultant shall provide the Owner with a written log of the comments

with responses explaining the reason said comment was not addressed. The Final Design submittal documents shall meet the standard requirements of the Department's general format and content. Specifically, the work under this phase consists of the following:

1. Three (3) sets of revised full-size 22-inches by 34-inches hard copies, if requested, and electronic files to the Department. (Electronic files of project plans shall be CAD & PDF.) These shall be stamped "Advanced Check Prints."
2. A listing of all Preliminary Design submittal review and plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into a Final Design Report, along with any design decisions, approved design waivers, and final computations / calculations.
3. The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, including three (3) sets of revised full-size 22-inches by 34-inches "Advanced Check Print" prints, to the Department for review. A detailed drainage design report, stormwater management plan, traffic control plan, and a permanent pavement markings and signage plan shall be submitted at this time (if applicable).
4. An updated Opinion of Probable Construction Cost estimate, based on finalized quantities developed from the Final Design plans.
5. Updated design and construction schedule.
6. Upon receipt of the Department's comments pertaining to the latest Final Design Phase bid documents (plans and specifications), the Consultant shall revise and complete the final Contract Bid Documents.
7. Complete and submit applications to obtain necessary permits on the City's behalf.

Specifications, contract bid documents, and the opinion of probable construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City for specifications, contract documents, and cost estimates.

The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids per City requirements and Louisiana Public Bid Law.

Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and typed originals of all specifications and proposal documents to be reproduced by the Department for bids. Final plans and bid documents shall be in electronic format compatible with the Department's CAD and software systems. The Consultant is fully responsible for the reproduction of the final bid package and ensuring copies are made available to perspective bidders in accordance with the Contract Documents.

The final contract bid documents shall be accompanied by a detailed opinion of probable construction cost estimate based on the final contract plans and estimated quantities.

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

Phase IV(a) Deliverables:

1. "Advanced Check Prints" plans and specifications.
2. Completed permit applications, as needed.
3. Finalized Design Report with final design decisions, final computations/calculations, and updated project schedule.
4. Final Design Plans, Specifications, and Opinion of Probable Construction Cost Estimate based on finalized quantities developed from the Final Design plans.
5. Complete Bid Proposal Package.

Consultant shall submit the Final Design submittal within the specified number of calendar days under Article III Contract Time and Schedule after the plan-in-hand meeting and/or receipt of the 90% Preliminary Design submittal comments, unless otherwise agreed upon by the Owner in writing.

**PHASE IV(b). BID & AWARD**

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

The Consultant shall issue notice to the apparent low bidder to provide the required post-bid documentation within ten (10) days of the bid opening in accordance with the Contract Documents and Louisiana Public Bid Law.

Phase IV(b) Deliverables:

1. Pre-Bid Meeting Minutes.
2. Certified Bid Tabulation & Award Recommendation Letter.
3. Addenda, including Bidder Questions and Answer Responses.

4. Evaluate and coordinate with City regarding acceptability of pre-bid substitute or “or-equal” materials requests.
5. Award Letter Recommendation Letter.

Consultant responsible for providing the final stamped version of all addenda to the City’s Purchasing Agent in a timely manner for posting prior to the deadline and for notifying and providing all issued addenda to plan holders per bid law.

#### **PHASE V(a). CONSTRUCTION ADMINISTRATION**

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

1. Attend pre-construction meeting and prepare meeting agenda and minutes.
2. Review contractor Schedule of Values to ensure consistency with the bid pay items & pricing, and the adequate cost breakdown for any lump sum bid items.
3. Review and track material submittals, approve, or take other appropriate action, for shop drawings and product samples which the contractor is required to submit (as warranted).
4. Obtain and document pre- & post-construction videos (if required) and photographs, in addition to construction progress photographs.
5. Review and track contractor Requests for Information (RFIs) and respond as necessary.
6. Assist with technical issues arising during construction.
7. Attend progress meetings and prepare meeting agenda and minutes.
8. Perform occasional site visits at intervals appropriate to various stages of construction.
9. Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept.
10. Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders / work directives).
11. Evaluate and coordinate with City regarding acceptability of substitute or “or-equal” materials and equipment proposed by the contractor.
12. Review quantities and pay applications for contractor invoicing and recommend payment.
13. Prepare the Independent Cost Estimate ("ICE") and Cost Reasonableness Analysis ("CRA") for all field changes and plan changes for approval by the City.

14. Assist City in preparation of Change Order packages for Council approval.
15. Coordinate with the Contractor to provide two-week lookahead schedules with any key upcoming work scope and/or items requiring City input or direction.
16. Review and approve project construction schedules, including updated schedules with each pay application.
17. Participate in the Substantial Completion inspection and prepare final punch list with values.
18. Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the Specifications.
19. Assist the Department in Project closeout activities.

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

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

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

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

The Consultant shall observe the progress of the project as required, with particular emphasis on the requirements of the General, Supplemental and other special Specifications relative to the timely review of submittals, shop drawings and samples, proposed scope & cost changes, value engineering proposals, and evaluation of substitute materials.

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

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

The Department will have the authority to reject work based on the Consultant's

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

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

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

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

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

The Consultant shall coordinate with the Construction Contractor on monthly pay requests within five (5) days after the end of the reporting period. The preparation of the Construction Contractor's monthly pay request consists of coordinating with the Construction Contractor on quantities in place and submitting to the Department a completed pay request form (signed by the Construction Contractor and the Consultant), including a Weather and Working Day Report (signed by the Construction Contractor and the Consultant) and an updated construction schedule.

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

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

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

Phase V(a) Deliverables:

1. Project Schedule updates, as need, based on changes to critical path work elements and/or changes to the contract duration by Change Order.
2. Final approved Schedule of Values and Submittals Register.
3. Submit final approved Monthly Pay Requests with Schedule Updates and Weather and Working Day Reports.
4. Independent Cost Estimate ("ICE") and Cost Reasonableness Analysis ("CRA") documentation.
5. Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor.
6. Plan Change Requests, Field Orders, Work Directives documentation.
7. Non-Conforming Materials Notifications.
8. Recommendation for approval of Testing Laboratory pay requests.

**PHASE V(b). CONSTRUCTION CLOSE OUT**

When notified by the Construction Contractor that, in his/her opinion, all items of work required by the Agreement are substantially complete, the Consultant shall verify the Construction Contractor's claim and, if the Consultant concurs, schedule a substantial completion walk-through, including any tests of operation, in the presence of representatives of the Contractor and Department. The Consultant shall conduct and invite all stakeholders to this walk-through. If any defective work or equipment is identified during the final inspection the Consultant shall prepare a Punch List complete with values to accompany the Substantial Completion certificate. Any required Owner training shall be conducted during the substantial completion walk-through or scheduled to occur prior to the final acceptance of the project.

If not previously provided by the Contractor prior to the substantial completion walk-through, the Consultant shall include on the punch list and coordinate with the Contractor to provide a set of "redlined" plans indicating the final completed item of work as constructed, any equipment Operations & Maintenance manuals, user guides, electrical diagrams, completed warranty documentation, and a

one-year (1) workmanship warranty letter. The punch list shall assign a value for each of the aforementioned to ensure receipt prior to final acceptance of the Project.

When notified by the Construction Contractor that all punch list items of work have been completed, the Consultant shall make a final inspection of the Work. If the Consultant finds all work elements and punch items satisfactory, and all equipment is functional & operational and tested in the presence of the Owner, after completion of this inspection, the Consultant shall recommend final acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Consultant shall conduct and invite all stakeholders to the final inspection.

Upon completion of this Phase, the Consultant shall submit “As Built” drawings of the Project in hard copy and in an electronic format compatible with the Department’s CAD and software systems. If necessary, the Consultant shall coordinate directly with the Construction Contractor to provide “redlined” or marked up plans to utilize in the preparation of the “As-Built” drawings. “As-Built” drawings shall reflect all approved changes in Work, including final measured dimensional data and quantities, and shall be dated and stamped by the Engineer/Architect of record.

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

Phase V(b) Deliverables:

1. Develop a Substantial Completion Punch-list with Associated Costs.
2. Final Inspection Report with Project Acceptance Recommendation
3. Overrun/ Under run Statement.
4. As-Built Drawings.
5. One (1) Year Warranty Inspection Report.

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

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

6. Observe construction at all times while the Construction Contractor is working on critical work items.

7. Observe, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
8. Ensure work does not adversely affect utilities, adjacent areas, and/or properties, etc.
9. Prepare daily field reports, and/or field books.
10. Photograph and/or document work progress.
11. Document and coordinate with the City for unforeseen items encountered during construction.
12. Coordinate with and monitor work performed by material testing agency, public & private utilities, and other on-site visitors as required.
13. Prepare memorandums or documentation required for field changes and/or work change directives.
14. Verify that the Construction Contractor provides adequate traffic control measures, erosion control measures and implementing required stormwater management and site safety procedures.
15. Prepare incident reports.
16. Notify the City and Construction Contractor of any safety concerns and potential adverse impacts to the public and/or property.

Field construction inspector(s) shall be provided and be on the Project site at all times (or at the discretion of the Department) when construction work is being performed. Such personnel shall be qualified for their assignments and shall be approved by the Department. All inspectors shall be equipped with all necessary personal protective equipment and other tools necessary to perform their duties.

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

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

The Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed or subsequently adjusted by a work change directive or plan change. Consultant's inspector shall verify all pay item quantities for the work

performed with the Construction Contractor on a daily basis. Any discrepancies shall be coordinated in the field and rectified prior to the approval of the respective pay request.

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

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

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

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

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

#### **PHASE VI. PERMITTING (*As Needed*)**

Work under this task consists of assisting City with coordinating and providing data and documentation necessary to obtain all required permits for construction. Consultant will prepare necessary documentation including design drawings and other information necessary for completing the required permit applications. The Consultant shall also coordinate with the Construction Contractor and City permits Department to ensure any necessary City Building, Electrical, or other special permits are obtained prior to the start of any construction activities, including demolition.

The other regulatory agency permits listed below are anticipated for the project:

- a. Louisiana DENR Coastal Use Permit (CUP).
- b. Corps of Engineers (USACE) permit.
- c. Coordination with United States Coast Guard

#### **B. CONSULTANT'S STANDARD OF CARE.**

The Consultant states that it has the requisite skills and expertise necessary to perform the Services. The statement of fact does not affect remedies available to the City for inaccuracy of a statement of fact.

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. Servitude descriptions or plats (if available);
    - e. Geotechnical investigation, prior surveys, and/or modeling data (if available);
    - f. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
    - g. Provide any other standard plans and details that may be relevant for use on the Project; and
    - h. 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 THREE (3) year.
- 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 mutual agreement of the Parties by a duly executed amendment on an annual basis for no longer than TWO (2) one-year periods.
- C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the 90% design phase immediately upon submittal of the 60% design phase. The Final Design Phase shall commence immediately following the plan-in-hand meeting and/or receipt of the 90% Preliminary Design Phase submittal review comments. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.
- D. **TASK I(a) SURVEY AND DATA ASSEMBLY:** *(As Needed) (NOT USED)*
- E. **PHASE I(b) GEOTECHNICAL INVESTIGATIONS:** *(NOT USED)*
- F. **PHASE I(c) HYDROLOGIC & HYDRAULIC STUDY:** *(NOT USED)*
- G. **PHASE II PRELIMINARY DESIGN:** The services to be performed during the Preliminary Design Phase shall be completed within **NINETY (90)** calendar days from the date of issuance of the Notice to Proceed for this phase.
- H. **PHASE III ENVIRONMENTAL STUDY:** *(NOT USED)*
- I. **PHASE IV(a) FINAL DESIGN:** The services to be performed during the Final Design Phase shall be completed within **FORTY-FIVE (45)** calendar days from the date of issuance of the Notice to Proceed for this phase.

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

**K. 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(a)	Survey (As Needed)	<b><i>(Not Used)</i></b>	(Lump Sum, NTE)
PHASE I(b)	Geotechnical Investigations	<b><i>(Not Used)</i></b>	(Lump Sum, NTE)
PHASE I(c)	Hydrologic & Hydraulic Study	<b><i>(Not Used)</i></b>	(Lump Sum, NTE)
PHASE II	Preliminary Design	<b>\$9,521.75</b>	(Lump Sum)
PHASE III	Environmental Study	<b><i>(Not Used)</i></b>	(Lump Sum, NTE)
PHASE IV(a)	Final Design	<b>\$17,139.15</b>	(Lump Sum)
PHASE IV(b)	Bid & Award	<b>\$1,904.35</b>	(Lump Sum)
PHASE V(a)	Construction Administration	<b>\$7,617.40</b>	(Lump Sum)
PHASE V(b)	Construction Closeout	<b>\$1,904.35</b>	(Lump Sum)
PHASE V(c)	Inspection, Reporting, & Verification <i>(if requested by the City)</i>	<b>\$54,720.00</b>	(Hourly, NTE)
PHASE VI(a)	Permitting	<b>\$8,000.00</b>	(Hourly, NTE)

**B. MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$100,807.00**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with the agreed upon multiplier and will apply to Phase II and Phases IV through V(b) in this Agreement. No adjustment will be applied if

the contract award is within +/- 10% of the Estimated Construction Cost, unless otherwise determined by the Department. 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.
4. The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of this Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
5. Consultant acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.
6. In the event of a change in the City's statutory authority, mandate, and mandated

functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

#### **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 City 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 the monthly invoices electronically and in a format approved by the City along any necessary back-up or verification documentation. Electronic files of the invoices and back-up documentation will be sent by email or 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 to the extent resulting from any negligent act or omission 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 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 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, but only to

the extent Consultant is ultimately found to be liable in accordance with Paragraph VI.A., above.

**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, nor anyone

employed by or on behalf of the Consultant, shall 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 (signed receipt) 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 70448  
  
  &  
  
  City Attorney  
  1060 West Causeway Approach  
  Mandeville, LA 70471

If to Consultant:             Mr. Henry I. DiFranco, Jr., P.E.  
  Principal Engineering, Inc.  
  128 Northpark Boulevard  
  Covington, LA 70433

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

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

### **ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**L. NO THIRD PARTY BENEFICIARIES:** This Agreement is entered into for the exclusive

benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

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

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

**O. CODE OF CONDUCT:** Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City. Consultant recognizes that these provisions shall also apply to any subcontract Consultant will have with any other entity or person in performance with the related agreement.

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

**Q. 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.

**R. 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.

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

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

U. **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

V. **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.

W. **TERMINATION:** Termination of this Agreement 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 or on the date designated by the City upon written notice served onto Consultant pursuant to the terms of this agreement. Contractor may termination this Agreement upon thirty (30) days written notice to the City either in person (signature receipt) or through Certified mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Contractor.

X. **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 \_\_\_\_\_, 2026.

**PRINCIPAL ENGINEERING, INC.**

**BY:** \_\_\_\_\_  
**HENRY I. DIFRANCO, JR., P.E., PRESIDENT**

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

## **Attachment A**

Principal Engineering, Inc. Engineering Services Proposal  
(dated March 12, 2026)



---

128 Northpark Boulevard ♦ Covington, LA ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

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March 12<sup>th</sup>, 2026

**ENGINEERING SERVICES PROPOSAL FOR:**

**JACKSON AVE BOAT LAUNCH BULKHEAD & PIER REPAIR  
MANDEVILLE, LOUISIANA**

**I. INTRODUCTION**

The construction scope includes reconstruction of the north bulkhead in the Jackson Ave boat launch, bounded by the Pontchartrain Yacht Club owned bulkhead, and the concrete ramps to shore; rehabilitation of the finger piers by selected replacement or repair of framing and piles; and reconstruction of concrete abutments as necessary.

**II. SCOPE OF WORK**

Perform engineering design and issue documents suitable for public bid, acceptable to the City. Design will use past information and surveys, aerial imagery, and local references; no new survey or geotechnical investigation will be conducted, unless requested by the City.

Perform bidding phase services customary to public bid projects for the City of Mandeville, including conducting the pre-bid meeting, addenda, and bid tabulation/recommendation of award.

Perform construction administration and closeout services in accordance with the EJCDC scope.

Obtain permits as required from regulatory agencies to build the project. Perform resident inspection services if requested.

**III. PROPOSED FEE**

**A. BASIC FEE**

Based on the scope provided, a preliminary opinion of probable construction cost of \$358,280 was made. The Basic Service Fee was calculated using the current year Louisiana Facility Planning and Control fee curve, with 1.2 RF. Our proposed Total Basic Fee is outlined below:

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**PRINCIPAL Engineering, Inc.**

---

*“Improving the PRINCIPAL Infrastructure of our World”*

BASIC FEE: \$358,280 (8.86%, 1.2 RF)	=	\$ 38,087.00
PRELIMINARY DESIGN (25% Basic Fee)	=	\$ 9,521.75
FINAL DESIGN PHASE (45% Basic Fee)	=	\$ 17,139.15
BID AND AWARD PHASE (5% Basic Fee)	=	\$ 1,904.35
CONSTRUCTION PHASE (45% Basic Fee)	=	\$ 7,617.40
CONST. CLOSEOUT PHASE (5% Basic Fee)	=	\$ 1,904.35

**B. SUPPLEMENTAL SERVICES (Not to Exceed)**

Principal Engineering will provide full-time Resident Project Representation services for QA/QC during the Construction Phase, if requested. The Resident Inspection estimate is based on an 8-hour workday over a four-month construction period for one inspector (or 90 working days), and hourly rate of \$76.00.

Permitting is expected to include Coastal Use Application to LDENR, Section 404 Permit from USACE, and coordination with the USCG.

PERMITTING (Hourly, NTE)	= \$	8,000.00
RESIDENT INSPECTION (Hourly, NTE)	= \$	54,720.00



128 Northpark Boulevard ♦ Covington, Louisiana 70433 ♦ Phone: 985.624.5001

## CY 2025 RATES AND DIRECT EXPENSE SCHEDULE

### BILLABLE RATES PER EMPLOYEE CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (PE or Equivalent)	\$250.00
Engineer IV (Senior – PE or Equivalent)	\$225.00
Engineer III (Mid – PE or Equivalent)	\$210.00
Engineer II (Junior – PE or Equivalent)	\$185.00
Engineer I (Graduate BS Engineer or EI)	\$135.00
Senior Architect (Licensed Architect)	\$210.00
Project Architect (Licensed Architect)	\$190.00
Construction Manager (BS or Equivalent)	\$175.00
Engineering Technician IV (BS or Equivalent)	\$170.00
Engineering Technician III (BS or Equivalent)	\$150.00
Engineering Technician II (BS or Equivalent)	\$135.00
Engineering Technician I	\$130.00
CAD Technician IV	\$125.00
CAD Technician III	\$110.00
CAD Technician II	\$95.00
CAD Technician I	\$85.00
Resident Inspector	\$85.00
Office/Business/Finance Manager	\$125.00
Clerical/Administrative	\$75.00

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**DIRECT EXPENSE**

<b>ITEMS</b>	<b>BILLABLE RATE</b>	
Mileage	Current IRS rate	
In-House Bond Plots 24x36	\$1.50 per sheet	
Outsourced Printing & Binding	Actual Cost	
In-House B&W Printing 8.5x11	\$.15 per sheet	
In-House Color Printing 8.5x11	\$.50 per sheet	
In-House B&W Printing 11x17	\$.18 per sheet	
In-House Color Printing 11x17	\$.70 per sheet	
Parking	Actual Cost	
Tolls	Actual Cost	
Binding w/ comb, clear cover and vinyl backing (printing not included)	\$8.00 per set	
Card Stock Printing 8.5x11	\$.60 per sheet	
Postage	Actual Cost	



**RES 26-12**

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER ZUCKERMAN; MOTIONED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_ .**

**RESOLUTION NO. 26-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND BURK- KLEINPETER, INC. FOR MANDEVILLE SEAWALL REPAIRS PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for Segment 1 of the Project dated January 13, 2024, and the City accepted the consultant's Proposal; and

WHEREAS, the original Agreement scope included only the professional engineering design and resident inspection fees associated with Segment 1 of the Mandeville lakefront seawall per the project survey plans; and

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for Segment 2 of the Project dated February 4, 2026 and the City accepted the Proposal; and

WHEREAS, the City and the Consultant now desire to amend the Agreement to include the professional engineering design and resident inspection service fees associated with Segment 2 of the Mandeville lakefront seawall; 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 Amendment No. 1 of the Professional Services Agreement with Burk-Kleinpeter, Inc. for the Mandeville Seawall Repairs Project.

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 26th day of March 2026.

---

Alicia Watts  
Clerk of Council

---

Jason Zuckerman  
Council Chairman

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANDEVILLE AND  
BURK-KLEINPETER, INC.**

**COM PROJ. NO. 100.21.019  
MANDEVILLE SEAWALL REPAIRS  
PROJECT**

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

**RECITALS**

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

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for Segment 1 of the Project dated January 13, 2024 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for Segment 2 of the Project dated February 4, 2026 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

**WHEREAS**, the original Agreement scope included only the professional engineering design and resident inspection services fees associated with Segment 1 of the Mandeville lakefront seawall from Station 41+50 to 82+85 per the project survey plans, the City and the Consultant now desire to further amend the Agreement to include the professional engineering design and resident inspection services fees associated with Segment 2 of the Mandeville lakefront seawall from Station 0+00 to 41+50;

**WHEREAS**, the construction duration of the Segment 1 phase of the project is projected to exceed the initial anticipated nine (9) month period, the City and Consultant mutually agree to increase the resident inspection services fee amount for Segment 1 to allow the Consultant to continue providing one (1) full-time inspector through the current anticipated completion date of September 29, 2026;

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

A. **SERVICES:** The following Design, Bid & Award, and Construction Administration & Closeout Services, in addition to Resident Inspection, Permitting Services and other Direct Costs are added to the Consultant Scope of Work for the **Mandeville Seawall Repairs Project:**

1. Consultant shall provide professional engineering basic services to design, bid, award, and administer a complete set of Contract Documents for Segment 2 of the Mandeville Seawall project from Station 0+00 to 41+50 in accordance with the terms and conditions of the Agreement, or as amended;
2. Consultant shall provide permitting and resident inspection services for Segment 2 (Station 0+00 to 41+50) of the Mandeville Seawall project;
3. Consultant shall continue to provide one (1) full-time inspector at the agreed to hourly rate for Segment 1 (Station 41+50 to 82+85) of the Mandeville Seawall project up to the adjusted maximum not-to-exceed amount.

B. **COMPENSATION:**

1. **Fees Amended for the Mandeville Seawall Repairs Project.** The following fees are added for Design, Bid & Award, and Construction Administration & Closeout Services, in addition to Resident Inspection, Permitting Services and other Direct Costs for Segment 1 and Segment 2 for the **Mandeville Seawall Repairs Project:**

**SEGMENT 1 - STATION 41+50 TO 82+85**

		Original Contract Amount	Amended Amount (Amendment No. 1)	Revised Contract Amount	
Phase I	Survey (As Needed)	\$0.00	\$0.00	\$0.00	(Lump Sum)
Phase II	Preliminary Design	\$78,348.00	\$0.00	\$78,348.00	(Lump Sum)
Phase III	Environmental Study (Not Used)	\$0.00	\$0.00	\$0.00	(Lump Sum)
Phase IV (a)	Final Design	\$73,934.50	\$0.00	\$73,934.50	(Lump Sum)
Phase IV (b)	Bid & Award	\$12,757.63	\$0.00	\$12,757.63	(Lump Sum)
Phase V (a)	Construction Administration	\$39,144.75	\$0.00	\$39,144.75	(Lump Sum)
Phase V (b)	Construction Closeout	\$18,176.63	\$0.00	\$18,176.63	(Lump Sum)
Phase V (c)	Inspection, Reporting & Verification	\$134,940.00	\$79,493.50	\$214,433.50	(Hourly, NTE)
Phase VI (a)	Permitting	\$22,668.50	\$0.00	\$22,668.50	(NTE)
	Direct Cost	\$591.60	\$0.00	\$591.60	(NTE)
<b>Subtotal - Segment 1</b>		<b>\$380,561.61</b>	<b>\$79,493.50</b>	<b>\$460,055.11</b>	

SEGMENT 2 - STATION 00+00 TO 41+50

		Original Contract Amount	Amended Amount (Amendment No. 1)	Revised Contract Amount	
Phase I	Survey (As Needed)	\$0.00	\$0.00	\$0.00	(Lump Sum)
Phase II	Preliminary Design	\$0.00	\$53,777.00	\$53,777.00	(Lump Sum)
Phase III	Environmental Study (Not Used)	\$0.00	\$0.00	\$0.00	(Lump Sum)
Phase IV (a)	Final Design	\$0.00	\$41,145.00	\$41,145.00	(Lump Sum)
Phase IV (b)	Bid & Award	\$0.00	\$10,367.00	\$10,367.00	(Lump Sum)
Phase V (a)	Construction Administration	\$0.00	\$31,080.00	\$31,080.00	(Lump Sum)
Phase V (b)	Construction Closeout	\$0.00	\$17,973.00	\$17,973.00	(Lump Sum)
Phase V (c)	Inspection, Reporting & Verification	\$0.00	\$179,920.00	\$179,920.00	(Hourly, NTE)
Phase VI (a)	Permitting	\$0.00	\$23,308.00	\$23,308.00	(NTE)
	Direct Cost	\$0.00	\$1,736.60	\$1,736.60	(NTE)
<b>Subtotal - Segment 2</b>		<b>\$0.00</b>	<b>\$359,306.60</b>	<b>\$359,306.60</b>	
<b>Total - Segments 1 &amp; 2</b>		<b>\$380,561.61</b>	<b>\$438,800.10</b>	<b>\$819,361.71</b>	

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$438,800.10** for a not to exceed amount of **\$819,361.71**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

**C. CONTRACT TIME AND SCHEDULE**

1. The contract time will remain unchanged. The contract's initial four-year duration commenced on the effective date of the original Agreement, or February 20, 2024, and shall expire on February 20, 2028.

**D. 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.

**E. 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 Amendment. 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 Amendment.

F. **PRIOR TERMS BINDING:** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

G. **ELECTRONIC SIGNATURE AND DELIVERY:** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment 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 Amendment. 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 Amendment.

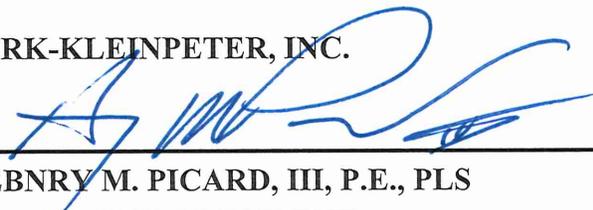
IN WITNESS WHEREOF, the City and the Consultant, through their duly authorized representatives, execute this Amendment.

CITY OF MANDEVILLE

BY: \_\_\_\_\_ CLAY  
MADDEN, MAYOR

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2026.

BURK-KLEINPETER, INC.

BY:  \_\_\_\_\_  
HENRY M. PICARD, III, P.E., PLS  
SENIOR VICE PRESIDENT

CORPORATE TAX I.D. \_\_\_\_\_ 72-1175112

## **Attachment A**

Burk-Kleinpeter, Inc. Engineering Services Proposal – Segment 2  
(dated February 4, 2026)

PRESIDENT & CEO  
MICHAEL D. CHOPIN, PE



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

CORPORATE SECRETARY  
BRUCE L. BADON, AICP

**BURK-KLEINPETER, INC.**

ENGINEERING · PLANNING · ENVIRONMENTAL

VICE PRESIDENT  
DAVID E. BOYD, PE

2400 VETERANS MEMORIAL BLVD., SUITE 310, KENNER, LA 70062  
TELEPHONE (504) 486-5901

[WWW.BKIUSA.COM](http://WWW.BKIUSA.COM)

Over 100 years of service

February 4, 2026

Mr. Kieth LeGrange  
City of Mandeville, LA  
Department of Public Works  
1100 Mandeville High Blvd.  
Mandeville, LA 70471-

Re: Old Mandeville Seawall Repair  
Segment 2 Fee Proposal Sta. 0+00 to 41+45  
BKI No. NO.24.007

Dear Kieth:

Transmitted herewith is the fee proposal for the rehabilitation and future protection of the second segment of the Old Mandeville Seawall Repair which includes the western half of the seawall. The project consist of removing and replacing the concrete bulkhead cap, removing and replacing the concrete splash blocks, repairing steel joint connections, repairing damaged steel sheetpile wall locations, and installation of an Anode Cathodic Protection system from Station 0+00 (West Street) and Station 41+45 (between Coffee and Carroll Streets). The estimated construction cost for the bulkhead, splash blocks, joint repairs, sheetpile repair, and cathodic protection is \$4,000,000.00 based upon the cost of \$3,961,000.00 for Segment 1.

The design team for this project consists of Burk-Kleinpeter, Inc (steel and concrete) and Southern Cathodic Protection Company (cathodic protection). The following is a breakdown of fees for the City of Mandeville's contract phases:

Phase I.	Survey (Not Used)	\$0.00
Phase II.	Preliminary Design	\$53,777.00
Phase III.	Environmental Study (Not Used)	\$0.00
Phase IV(a).	Final Design	\$41,145.00
Phase IV(b).	Bid & Award	\$10,367.00
Phase V(a).	Construction Administration	\$31,080.00





OVER 100 YEARS OF SERVICE

Phase V(b).	Construction Closeout	\$17,943.00
Phase V(c)	Inspection, Reporting, and Verification (if requested)	\$179,920.00
Phase VI(a)	Permitting	\$23,308.00
	Direct Costs	\$1,736.60
Total		\$359,276.60

Design, Bidding {Phase I through IV(b)}, Construction Administration {Phase V(a)}, and Construction Closeout {Phase V(b)} will be Lump Sum phases and Inspection {Phase V(c)} and Permitting {Phase VI(a)} will be Hourly Not To Exceed phases.

The design fees for the bulkhead, splash blocks, joint repairs sheetpile repair are well below the Facility Planning & Control fee curve at 54% of the estimated curve fee. The design, bidding, construction administration, construction closeout fees were significantly reduced from Segment 1, the inspection fee increased due to an additional three months of construction, and the permitting and direct costs were slightly increased.

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

Sincerely,

BURK - KLEINPETER, INC.  
ENGINEERS, PLANNERS, ENVIRONMENTAL

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



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

Burk-Kleinpeter, Inc.  
 Old Mandeville Seawall Repair - Segment 2  
 Fee Proposal

MANHOOR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$298.00	\$232.00	\$182.50	\$160.50	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$99.00	\$70.00	\$86.50	
I	<b>Survey (Not Used)</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
II	<b>Preliminary Design</b>															
II.a	Coordination with Client (Monthly Meetings)		0	1	2	0	4	0	0	0	0	0	0	4	0	1,684.00
II.b	Coordination with Subs		0	0.5	1	0	8	0	0	0	0	0	0	0	0	1,665.00
II.c	Pre-Design Meeting		0	2	0	0	2	0	0	0	0	0	0	1	0	987.00
II.d	Public Meeting (1 Meeting)		0	2	2	0	4	2	0	0	0	0	0	0	0	1,932.00
II.e	Plan-In-Hand Meeting		0	2	0	0	2	0	0	0	0	0	0	0	0	917.00
II.f	Title, Vicinity Map and Index to Drawings	1	0	0.25	0.5	0	1	2	0	0	0	2	0	0	0	845.00
II.g	General Notes	1	0	0.25	0.5	0	1	4	0	0	0	4	0	0	0	1,339.00
II.h	Plan and Profile (1"=30')	5	0	1.5	3	0	20	40	0	0	0	40	0	0	0	14,233.00
II.i	Repair Type A	2	0	0.75	1.5	0	3	6	0	0	0	6	0	0	0	2,535.00
II.j	Repair Type B	2	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
II.k	Repair Type C	1	0	0.75	1.5	0	3	6	0	0	0	6	0	0	0	2,535.00
II.l	Repair Type D	1	0	0.5	1	0	4	8	0	0	0	8	0	0	0	2,999.00
II.m	Repair Type E	1	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
II.n	Repair Type F	1	0	0.5	1	0	2	4	0	0	0	4	0	0	0	1,690.00
II.o	Cost Estimate		0	0.75	1.5	0	5	10	0	0	0	5	0	0	0	3,184.00
II.p	Specifications (Table of Contents)		0	0	0.25	0	1	2	0	0	0	0	0	1	0	518.50
II.q	Design Report (Design Criteria, Assumptions)		0	0.5	0.75	0	3	6	0	0	0	0	0	0	0	1,494.50
	TOTAL HOURS	15	0	13.75	17.5	0	67	98	0	0	0	83	0	6	0	285.25
	COST		\$0.00	\$4,097.50	\$4,060.00	\$0.00	\$10,753.50	\$11,270.00	\$0.00	\$0.00	\$0.00	\$10,956.00	\$0.00	\$420.00	\$0.00	\$41,557.00
															Southern Cathodic Protection:	\$12,220.00
															Subtotal:	\$53,777.00
III	<b>Environmental Study (Not Used)</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Burk-Kleinpeter, Inc.  
 Old Mandeville Seawall Repair - Segment 2  
 Fee Proposal

MANHOOR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$298.00	\$232.00	\$182.50	\$160.50	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$99.00	\$70.00	\$86.50	
IV(a)	<b>Final Design</b>															
IV.a	Coordination with Client (Monthly Meetings)		0	0.5	1	0	2	0	0	0	0	0	0	1	0	772.00
IV.b	Coordination with Subs		0	0.25	0.5	0	4	0	0	0	0	0	0	0	0	832.50
IV.c	Public Meeting (1 Meeting)		0	2	2	0	4	2	0	0	0	0	0	0	0	1,932.00
IV.d	Title, Vicinity Map and Index to Drawings	1	0	0.25	0.5	0	1	0	0	0	0	1	0	0	0	483.00
IV.e	General Notes	1	0	0.25	0.5	0	1	0	0	0	0	1	0	0	0	483.00
IV.f	Plan and Profile (1"=30')	5	0	1.25	2.5	0	10	20	0	0	0	20	0	0	0	7,497.50
IV.g	Repair Type A	2	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
IV.h	Repair Type B	2	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
IV.i	Repair Type C	1	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
IV.j	Repair Type D	1	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
IV.k	Repair Type E	1	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
IV.l	Repair Type F	1	0	0.5	1	0	2	4	0	0	0	4	0	0	0	1,690.00
IV.m	Cost Estimate		0	0.75	1.5	0	5	10	0	0	0	5	0	0	0	3,184.00
IV.n	Specifications (Table of Contents)		0	2	4	0	12	24	0	0	0	0	0	8	0	6,770.00
IV.o	Design Report (Design Criteria, Assumptions)		0	0.5	1	0	5	10	0	0	0	5	0	0	0	2,993.50
	<b>TOTAL HOURS</b>	15	0	9.5	17	0	56	90	0	0	0	56	0	9	0	237.5
	<b>COST</b>		\$0.00	\$2,831.00	\$3,944.00	\$0.00	\$8,988.00	\$10,350.00	\$0.00	\$0.00	\$0.00	\$7,392.00	\$0.00	\$630.00	\$0.00	\$34,135.00
Southern Cathodic Protection:																\$7,010.00
Subtotal:																\$41,145.00
IV(b)	<b>Bid &amp; Award</b>															
IV.p	Pre-Bid Meeting		0	2	0	0	2	0	0	0	0	0	0	0	0	917.00
IV.q	Addenda, Questions, and Answer Responses		0	2	4	0	8	16	0	0	0	0	0	0	0	4,648.00
IV.r	Bid Opening		0	0.5	1	0	4	8	0	0	0	4	0	0	0	2,471.00
IV.s	Award Letter Recommendation Letter		0	0.25	0.5	0	1	2	0	0	0	0	0	0	0	581.00
	<b>TOTAL HOURS</b>	0	0	4.75	5.5	0	15	26	0	0	0	4	0	0	0	55.25
	<b>COST</b>		\$0.00	\$1,415.50	\$1,276.00	\$0.00	\$2,407.50	\$2,990.00	\$0.00	\$0.00	\$0.00	\$528.00	\$0.00	\$0.00	\$0.00	\$8,617.00
Southern Cathodic Protection:																\$1,750.00
Subtotal:																\$10,367.00

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

Burk-Kleinpeter, Inc.  
 Old Mandeville Seawall Repair - Segment 2  
 Fee Proposal

MANHOOR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$298.00	\$232.00	\$182.50	\$160.50	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$99.00	\$70.00	\$86.50	
V(a)	<b>Construction Administration</b>															
V.a	Construction Administration/RFI		0	0.5	1.5	0	6	12	0	0	0	0	0	0	0	2,840.00
V.b	Pay Applications (13)		0	1.5	3	0	13	0	0	0	0	0	0	0	0	3,229.50
V.c	Plan Modifications (1)		0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,499.50
V.d	Submittals (10)		0	1	2	0	5	10	0	0	0	0	0	0	0	2,714.50
V.e	Site Visits (1 hr per week avg - 52 weeks)		0	3	6	0	26	52	0	0	0	0	0	0	0	12,439.00
V.f	Construction Documentation		0	1	2	0	8	16	0	0	0	0	0	0	0	3,886.00
V.g	Project Closeout		0	0.25	0.5	0	2	4	0	0	0	0	0	0	0	971.50
	TOTAL HOURS	0	0	7.5	15.5	0	62	98	0	0	0	4	0	0	0	187
	COST		\$0.00	\$2,235.00	\$3,596.00	\$0.00	\$9,951.00	\$11,270.00	\$0.00	\$0.00	\$0.00	\$528.00	\$0.00	\$0.00	\$0.00	\$27,580.00
															Southernn Cathodic Protection:	\$3,500.00
															Subtotal:	\$31,080.00
V(b)	<b>Construction Closeout</b>															
V.h	Coordination Meetings with Contractor		0	0.5	1	0	4	0	0	0	0	0	0	0	0	1,023.00
V.i	Prepare As-Built Drawings		0	1.25	2.5	0	5	15	0	0	0	30	0	0	0	7,440.00
	TOTAL HOURS	0	0	1.75	3.5	0	9	15	0	0	0	30	0	0	0	59.25
	COST		\$0.00	\$521.50	\$812.00	\$0.00	\$1,444.50	\$1,725.00	\$0.00	\$0.00	\$0.00	\$3,960.00	\$0.00	\$0.00	\$0.00	\$8,463.00
															Southernn Cathodic Protection:	\$9,480.00
															Subtotal:	\$17,943.00
V(c)	<b>Inspection, Reporting, And Verification (if requested)</b>															
V.j	Resident Inspection (12 Months)		0	0	0	0	0	0	0	0	0	0	0	0	2080	179,920.00
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	2080	2080
	COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179,920.00	\$179,920.00
															Southernn Cathodic Protection:	\$0.00
															Subtotal:	\$179,920.00

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

Burk-Kleinpeter, Inc.  
 Old Mandeville Seawall Repair - Segment 2  
 Fee Proposal

MANHOOR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$298.00	\$232.00	\$182.50	\$160.50	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$99.00	\$70.00	\$86.50	
VI(a)	<b>Permitting</b>															
VI.a	Pre-Application Meeting with DNR/USACE		0	2	0	0	2	0	0	0	0	0	0	0	0	917.00
VI.b	Permit Application Preparation		0	0.5	0	0	2	4	0	0	0	0	0	0	0	930.00
VI.c	Preparation of 8.5"x11" Plates		0	1	0	0	2	10	0	0	0	30	0	0	0	5,729.00
VI.d	Coord. with DNR/USACE before app. acceptance		0	0	0	0	4	8	0	0	0	4	0	0	0	2,090.00
VI.e	Coord. with DNR/USACE after app. acceptance		0	1	0	0	24	36	0	0	0	16	0	0	0	10,402.00
	TOTAL HOURS	0	0	4.5	0	0	34	58	0	0	0	50	0	0	0	146.5
	COST		\$0.00	\$1,341.00	\$0.00	\$0.00	\$5,457.00	\$6,670.00	\$0.00	\$0.00	\$0.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$20,068.00
															Southern Cathodic Protection:	\$3,240.00
															Subtotal:	\$23,308.00
															Other Direct Costs:	\$1,736.60
															<b>TOTAL Fee Proposal</b>	<b>\$359,276.60</b>

OTHER DIRECT COSTS

SCOPE ITEM	DESCRIPTION	INSPECTION VESSEL (PER DAY)	FUEL (PER GAL.)	VESSEL TRAILERING (PER MI)	BLUELINES (PER SF)	8 1/2 X 11 COPIES (EACH)	11 x 17 COPIES (EACH)	TOTAL
		\$650.00	\$4.00	\$3.50	\$0.20	\$0.10	\$0.20	
	Plan-In-Hand Sets						88	\$17.60
	Design Report (Preliminary)					80		\$8.00
	Public Meeting (Preliminary)				72			\$14.40
	Design Report (Final)					160		\$16.00
	Public Meeting (Final)				96			\$19.20
	Bid Sets (Advertisement)				1,350	2,750		\$545.00
	Field Sets (Construction Administration)				2,700	5,500		\$1,090.00
	Plan Modifications (Construction Administration)				12			\$2.40
	As-Builts (Closeout)				120			\$24.00
	TOTAL UNITS	0	0	0	4350	8490	88	
	TOTAL OTHER DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$870.00	\$849.00	\$17.60	\$1,736.60

February 3, 2026

Henry Picard  
Burk-Kleinpeter, Inc.  
Senior Vice President  
2400 Veterans Memorial Blvd., Suite 310  
Kenner, LA 70062  
(O) (504) 486-5901

**RE: MANDEVILLE SEAWALL REPAIR  
PHASE II – 4,100 LF OF SHEET PILE  
LAKE PONTCHARTRAIN, MANDEVILLE, LOUISIANA**

Mr. Picard,

Southern Cathodic Protection Company (SCPC) is pleased to provide our proposal for cathodic protection design services, technical specification development, and bidding and construction administration assistance. The subject structure is located on Lake Pontchartrain in Mandeville, Louisiana.

**Scope of Work:**

SCPC will provide a cathodic protection design package which includes a site visit (performed during the construction close out process of Phase I), design calculations, analysis, technical specifications, design drawings, bill of materials, construction cost estimates, bid document development assistance, and construction administration assistance (project cost estimates) for approximately 4,100 linear feet of seawall sheet pile (Phase II). It is our understanding that our design package is limited to Phase II of the seawall only. Design package will be submitted at 60% complete, 90% complete, and 100% (final) complete.

**Price:**

SCPC proposes not-to-exceed limit pricing by phase for this project. All work will be conducted under the supervision of an AMPP certified Cathodic Protection Specialist and registered professional engineer. For your convenience a cost breakdown of scope elements is provided below.

<u>Phase I – Survey</u>	<b>Not Used</b>
<u>Phase II – Preliminary Design</u>	<b>\$12,220.00</b>
<u>Phase III – Environmental Study</u>	<b>Not Used</b>
<u>Phase IV(a) – Final Design</u>	<b>\$7,010.00</b>
<u>Phase IV(b) – Bid &amp; Award (site visits not included)</u>	<b>\$1,750.00</b>
<u>Phase V(a) – Construction Administration (site visits not included)</u>	<b>\$3,500.00</b>

<u>Phase V(b) – Construction Closeout</u>	<b>\$9,480.00</b>
<u>Phase V(c) – Inspection, Reporting, &amp; Verification (if requested)</u>	
On-site Inspection	<b>1,775.00/Day</b>
Flight	<b>Cost +15%</b>
Reporting	<b>\$175.00/Hour</b>
<u>Phase VI(a) – Permitting</u>	<b>\$3,240.00</b>

Tasks required other than those mentioned below can be completed in accordance with the SPCP 2026 Engineering Rate Schedule.

**Qualifiers:**

- 1) Pricing assumes no more than two (2) site visits will be required. These site visits include project kickoff/design data collection (performed during the construction closeout process of Phase I) and final inspection and commissioning of cathodic protection system. Should additional site visits be required, additional charges will apply.
- 2) Pricing does not include one (1) year warranty testing.
- 3) Pricing is based upon submission of design package for review at 60% complete, 90% complete, and 100% (final) complete. Should additional submittals be required, additional charges may apply.
- 4) Pricing is based upon complete unhindered access to the site. Should delays occur, beyond our control, they will be billed in accordance with our 2026 Engineering Rate Schedule.
- 5) Pricing includes one (1) day on-site for project kickoff meeting/design data collection. This will be completed during the construction closeout portion of Phase I of the Seawall Repair Project.
- 6) Pricing includes one (1) day on-site for final system inspection/commissioning.
- 7) Scope is limited to cathodic protection only. Structural repair design and electrical design, for example, are excluded from our pricing.
- 8) Services for geotechnical exploration, land survey, and subsurface utility locates, if required, are excluded from our pricing.
- 9) Schedule of work is to be mutually agreed upon.
- 10) Progress billing will be submitted; payment is net 30 days upon percentage completion; Pricing is firm for 30 days.

We trust you will find our proposal complete and satisfactory and look forward to working with you on this project. If you have any questions, or require additional information, please feel free to contact us.

Sincerely,

Kevin Murphy  
Business Development Manager  
AMPP CP2 #70065

## **Attachment B**

Burk-Kleinpeter, Inc. Resident Inspection Fee Adjustment Proposal – Segment 1  
(dated February 10, 2026)

PRESIDENT & CEO  
MICHAEL D. CHOPIN, PE



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

CORPORATE SECRETARY  
BRUCE L. BADON, AICP

BURK-KLEINPETER, INC.

ENGINEERING · PLANNING · ENVIRONMENTAL

VICE PRESIDENT  
DAVID E. BOYD, PE

2400 VETERANS MEMORIAL BLVD., SUITE 310, KENNER, LA 70062  
TELEPHONE (504) 486-5901

[WWW.BKIUSA.COM](http://WWW.BKIUSA.COM)

Over 100 years of service

February 10, 2026

Mr. Keith LaGrange  
City of Mandeville  
1100 Mandeville High Blvd.  
Mandeville LA 70448

Re: Old Mandeville Seawall – Segment 1  
Resident Inspection Fee Adjustment  
BKI No. NO.24.007

Dear Keith:

Our original contract budget was based upon an estimated nine (9) month construction duration. The current estimated completion date is September 29, 2026. We have prepared a spreadsheet with estimated number of Resident Inspection days to complete the project. We have included the original budget amount, the dollars expended through January 2026, and the requested resident inspection budget adjustment. The original and adjusted resident inspection budget has been and will be on a Not To Exceed Hourly Rate.

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

Sincerely,

BURK - KLEINPETER, INC.  
ENGINEERS, PLANNERS, ENVIRONMENTAL

A handwritten signature in blue ink, appearing to read "H M Picard III", is written over a faint circular stamp.

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



Mandeville Seawall Segment 1 Resident Inspection Extra Work

Contract Budget (9 Months): \$ 134,940.00

Invoiced Through Jan 2026: \$ 98,177.50

Balance: \$ 36,762.50

Contractor Estimated Completion: September 29, 2026

Month	Work Days	Hrs/day	Hours	Rate	Monthly Budget
Feb	19	8	152	\$ 86.50	\$ 13,148.00
Mar	22	8	176	\$ 86.50	\$ 15,224.00
Apr	22	8	176	\$ 86.50	\$ 15,224.00
May	20	8	160	\$ 86.50	\$ 13,840.00
Jun	22	8	176	\$ 86.50	\$ 15,224.00
Jul	22	8	176	\$ 86.50	\$ 15,224.00
Aug	21	8	168	\$ 86.50	\$ 14,532.00
Sep	20	8	160	\$ 86.50	\$ 13,840.00

Required Funding: \$ 116,256.00

Less Balance: \$ (36,762.50)

Required Fee Adjustment: \$ 79,493.50

**RES 26-10**

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER  
\_\_\_\_\_  
AND MOTIONED FOR ADOPTION BY COUNCIL MEMBER  
\_\_\_\_\_  
; SECONDED FOR ADOPTION BY COUNCIL MEMBER  
\_\_\_\_\_**

**RESOLUTION NO. 26-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
ACCEPTING THE BID FOR SUNSET POINT FISHING PIER, HANDICAP PIER, AND  
SITE REPAIR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT WITH THE APPARENT LOW BIDDER, M&J CIVIL  
CONSTRUCTION, LLC., AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City of Mandeville advertised for bids for the Sunset Point Fishing Pier, Handicap Pier, and Site Repair project; and

**WHEREAS**, the City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

**WHEREAS**, Principal Engineering, Inc. has reviewed the bids on the above referenced project, the lowest bid of the responsive bids was M&J Civil Construction., LLC. Based upon the Revised Statutes under which the City operates, Principal Engineering, Inc. recommends awarding the contract to M&J Civil Construction., LLC; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mandeville in regular session assembled on the 26th day of March 2026 acting pursuant to the recommendation of the Project's consulting professional, with the apparent low total bid amount of \$2,535,188.60 be accepted from M&J Civil Construction., LLC.; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Mandeville hereby authorizes the Mayor to execute a contract between the City of Mandeville and M&J Civil Construction., LLC . 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 March, 2026.

\_\_\_\_\_  
Alicia Watts  
Council Clerk

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



---

128 Northpark Boulevard ♦ Covington, Louisiana 70433 ♦ Phone: 985.624.5001

---

March 5<sup>th</sup>, 2026

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

SUBJECT: Recommendation of Award  
Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project  
COM Project No. 100.25.002

Ladies and Gentlemen,

On Wednesday, February 25<sup>th</sup>, bids for the subject project were received and read aloud in the Council Chambers. Three (3) bids were received, and the tabulated results are presented in the attached spreadsheet. One bid was irregular and therefore non-responsive.

Principal Engineering, Inc. recommends award of the base bid to the lowest responsive and responsible bidder, M & J Civil Construction, LLC. (LA Lic. #73986). The amount of the lowest responsive bid is \$2,535,188.60. All aspects of the low bid submitted appear to be in order. Required post-bid documents have been received timely, and appear in order.

Please feel free to call should you have any questions or require any clarification.

Sincerely,  
*Principal Engineering, Inc.*

Andre C. Monnot, P.E.  
Vice President

Attachments: Bid Tabulation  
M & J Civil Construction, LLC Bid  
Post-Bid Documents

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**PRINCIPAL Infrastructure®**

Architecture ♦ Engineering ♦ Construction

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LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: Sunset Point Fishing Pier, Handicap Pier,
and Site Repair Project
City of Mandeville Project No.
100.25.002

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Principal Engineering, Inc. and dated: December 2025.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1, 2, 3

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

two million five hundred thirty-five thousand one hundred eighty-eight dollars and sixty cents Dollars (\$ 2,535,188.60 )

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ )

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ )

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ )

NAME OF BIDDER: M&J Civil Construction, LLC
ADDRESS OF BIDDER: 303 Shady Oak Lane, Mandeville, LA 70471

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 73986
NAME OF AUTHORIZED SIGNATORY OF BIDDER: David Muller
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Managing Member
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:\*\* [Signature]
DATE: 2/25/2026

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)5.

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

**BID FOR:** Sunset Point Fishing Pier, Handicap Pier,  
and Site Repair Project  
Com Proj No. 100.25.002

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Removal of Structures and Obstructions				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-01	1	Lump Sum	\$3,408.00	\$3,408.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Removal of Portland Cement Concrete				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02	100	Square Yard	\$14.00	\$1,400.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Excavation and Embankment				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-05	1	Lump Sum	\$7,097.00	\$7,097.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Silt Fence				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
204-06	100	Linear Foot	\$8.00	\$800.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Wood Fence (2 Rail)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
705-09-A	120	Linear Foot	\$15.00	\$1,800.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Wood Fence (6 ft Privacy, Incl. Gate)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
705-09-B	85	Linear Foot	\$39.00	\$3,315.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Concrete Walk (4" Thick)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
706-01	184	Square Yard	\$89.00	\$16,376.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Riprap (All Classes)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
711-03	190	Ton	\$105.00	\$19,950.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Geotextile Fabric				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
711-04	94	Square Yard	\$6.00	\$564.00

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
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and Site Repair Project  
Com Proj No. 100.25.002

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Temporary Signs and Barricades				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
713-01	1	Lump Sum	\$2,787.00	\$2,787.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Mobilization				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
727-01	1	Lump Sum	\$288,390.00	\$288,390.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Hydroseeding				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
739-01	1	Lump Sum	\$2,787.00	\$2,787.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Construction Layout				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
740-01	1	Lump Sum	\$11,239.00	\$11,239.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Relocate USACE Benchmarks				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
740-02	1	Lump Sum	\$2,787.00	\$2,787.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Water Supply, Valves, and Fixtures				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
741-20	1	Lump Sum	\$12,117.00	\$12,117.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Structural Excavation				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
802-01	44	Cubic Yards	\$47.00	\$2,068.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Timber Piles (ASTM D25, Class B, 12" Butt, 2.5pcf CCA Treated)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
804-02	6429	Linear Foot	\$117.00	\$752,193.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Class A1 Concrete (Abutment, Incl. Finishing)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
805-01	24	Cubic Yard	\$881.00	\$21,144.00

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
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DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Deformed Reinforcing Steel (Hot Dip Galvanized)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
806-01	3352	Pounds	\$3.00	\$10,056.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Structural Metalwork (Aluminum Grate, 7-P-4, 1" x 3/16" Bar)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
807-04	2355	Square Foot	\$264.00	\$621,720.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Structural Metalwork (ASTM A36 Steel Fishing Pier Double Gate)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
807-05	1	Lump Sum	\$10,021.00	\$10,021.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Fishing Pier Railing (No. 1, S4S, 0.31pcf MCA Treated)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
810-04-A	1057	Linear Foot	\$91.00	\$96,187.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ HC Pier Railing (No. 1, S4S, 0.31pcf MCA Treated)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
810-04-B	373	Linear Feet	\$40.00	\$14,920.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Fishing Pier Deck (No. 1 Dense, True Size, 0.8pcf CCA Treated)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
812-01-A	20.2	MFBM	\$4,323.00	\$87,324.60

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Fishing Pier Framing (No. 1 Dense, True Size, 2.5pcf CCA Treated)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
812-01-B	11.6	MFBM	\$10,175.00	\$118,030.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ HC Pier Access (No. 1 Dense, True Size, 2.5pcf CCA Treated)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
812-02-A	1	Lump Sum	\$8,892.00	\$8,892.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ HC Pier Connector Ramp (No. 1 Dense, True Size, 2.5pcf CCA Treated)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
812-02-B	1	Lump Sum	\$15,947.00	\$15,947.00

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DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Fishing Pier Benches (No. 1, S4S, 0.31pcf MCA Treated)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
812-03-A	1	Lump Sum	\$5,352.00	\$5,352.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ HC Pier Benches (No. 1, S4S, 0.31pcf MCA Treated)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
812-03-B	1	Lump Sum	\$3,512.00	\$3,512.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Luminaire (Under-Rail)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
822-07	92	Each	\$659.00	\$60,628.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Luminaire (Shielded Flood)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
822-08	39	Each	\$613.00	\$23,907.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Luminaire (Shelter)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
822-09	30	Each	\$564.00	\$16,920.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Electrical and Camera Conduit, Conductors, Panels, and Accessories				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
822-23	1	Lump Sum	\$182,297.00	\$182,297.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Fishing Pier Shelter (Framing and Roof)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
823-05	1	Lump Sum	\$89,358.00	\$89,358.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Crushed Stone (#57, 8" Thick)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-300	72	Square Yard	\$37.00	\$2,664.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # __ Sawcut Pavement (Full Depth)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-500	40	Linear Foot	\$34.00	\$1,360.00

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
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Com Proj No. 100.25.002

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DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Water Fountain Assembly (Non-FEMA Item)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
NS-741	1	Lump Sum	\$12,927.00	\$12,927.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Fish Cleaning Table (Stainless Steel, 30" x 96")				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
NS-900	1	Lump Sum	\$2,944.00	\$2,944.00

Wording for "DESCRIPTION" is to be provided by the Owner.  
 All quantities are estimated. The contractor will be paid upon actual quantities as verified by the Owner.

SECTION 00410

BID BOND FORM  
FOR

**SUNSET POINT FISHING PIER, HANDICAP PIER,  
AND SITE REPAIR PROJECT**

Date: 2/25/2026

KNOW ALL MEN BY THESE PRESENTS:

That M&J Civil Construction, LLC of Madisonville, LA,  
as Principal, and The Gray Casualty & Surety Company, as Surety,  
are held and firmly bound unto the City of Mandeville  
(Obligee), in the full and just sum of 5% of the price bid, lawful money of the United States, for payment  
of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial  
Management Service list of approved bonding companies as approved for an amount equal to or greater  
that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance  
company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety  
qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders'  
surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this  
Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power  
of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith  
submitting its proposal to the Obligee on a Contract for:

**Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project**  
**A/E Project No. 2418**  
**COM Project No. 100.25.002**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall,  
within such time as may be specified, enter into the Contract in writing and give a good and sufficient  
bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the  
Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

M&J Civil Construction, LLC  
PRINCIPAL (BIDDER)

The Gray Casualty & Surety Company  
SURETY

BY:   
AUTHORIZED OFFICER-OWNER-PARTNER

BY:   
AGENT OR ATTORNEY-IN-FACT(SEAL)



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond  
**Principal:** M&J Civil Construction, LLC  
**Obligee:** City of Mandeville

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jordan Carter

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

Michael T. Gray  
President  
The Gray Insurance Company

Cullen S. Piske  
President

The Gray Casualty & Surety Company



State of Louisiana  
ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25<sup>th</sup> day of February, 2026.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25<sup>th</sup> day of February, 2026.



SECTION 00485

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
M&J Civil Construction, LLC  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF M&J Civil Construction, LLC  
INCORPORATED, DULY NOTICED AND HELD ON 2/23/2026,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT David Muller, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE CITY OF MANDEVILLE OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL  
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF  
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,  
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A  
TRUE AND CORRECT COPY OF AN EXCERPT OF  
THE MINUTES OF THE ABOVE DATED MEETING  
OF THE BOARD OF DIRECTORS OF SAID  
CORPORATION, AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

David Muller 

**SECRETARY-TREASURER**

2/23/2026

**DATE**

SECTION 00480 – AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED David Muller, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Managing Member OF M&J Civil Construction, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project, BID NO. 100.25.002 AND SAID AFFIANT FURTHER SAID:

1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and

2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.

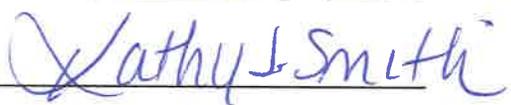
3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.

4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.

5) Said bidder is not intended to secure an unfair advantage of benefit from the City of Mandeville or in favor of any person interested in the proposed contract.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 3<sup>rd</sup>  
DAY OF March, 2026

  
\_\_\_\_\_  
NOTARY PUBLIC



**NON-CONVICTION AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED David Muller, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Managing Member OF M&J Civil Construction, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project, BID NO. 100.25.002 AND SAID AFFIANT FURTHER SAID:

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

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

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

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

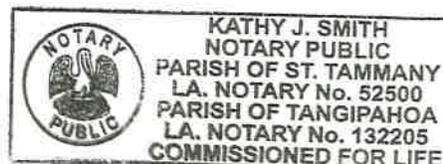
- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments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

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

  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 3<sup>rd</sup>  
DAY OF March, 2026

Kathy J. Smith  
NOTARY PUBLIC



## SECTION 00480 – MANDEVILLE CODE OF CONDUCT

### A. POLICY STATEMENT.

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

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

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

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

### B. PURPOSE OF THIS POLICY.

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

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

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

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

### **D. CONTRACTORS.**

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value

directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official act or decision or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

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

#### **E. COMPLAINTS.**

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

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

ATTACHMENT "A"  
CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Tammany

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared: David Muller ;  
if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that  
the subject organization is aware of the Code of Governmental Ethics.

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

That, M&J Civil Construction, LLC will conform to the provisions in the Code of Environmental Ethics and the  
Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana, and

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

WITNESSES:

Ralph Quinlan  
Ralph Quinlan

Dana Quinlan  
Dana Quinlan

Sworn to and subscribed  
before me this 3rd day  
of March, 2026

Kathy J. Smith  
Notary Public

CONTRACTOR:

M&J Civil Construction, LLC

By:

[Signature]



**E-VERIFY AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED David Muller, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Managing Member OF M&J Civil Construction, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project, BID NO. 100.25.002 AND SAID AFFIANT FURTHER SAID:

Pursuant to La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilized the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

I HEREBY ATTEST THAT THE BIDDER

1. Is registered with and participates in the status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the State of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

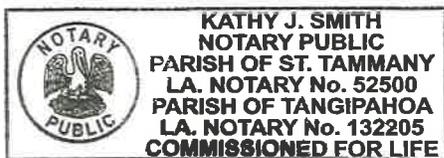
  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 3<sup>rd</sup>

DAY OF March, 2021

Kathy J. Smith

NOTARY PUBLIC



**FIREARM INDUSTRY NON-DISCRIMINATION AFFIDAVIT (R.S. 38:2216.1)**

STATE OF LOUISIANA  
PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED David Muller, WHO AFTER BEING BY ME DULY SOWRN, DEPOSED AND SAID THAT THEY ARE THE FULLY AUTHORIZED Managing Member OF M&J Civil Construction, LLC (HEREINAFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project, BID NO. 100.25.002 AND SAID AFFIANT FURTHER DECLARED:

Pursuant to La. R.S. 38:2216.1, a public entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification regarding the firearm industry non-discrimination as set forth in the statute. I HEREBY ATTEST THAT:

       The Bidder has fifty (50) or more full-time employees and:

1. The Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as such; and
2. The Bidder will not discriminate against a firearm entity or firearm trade association during the term of this Contract based solely on such status.

X The Bidder does not have fifty (50) or more full-time employees and/or this is a sole source provider contract and therefore not subject to the firearm industry non-verification requirement set forth in La. R.S. 38:2216.1.

This written verification is a condition of the Contract and is incorporated herein by reference. Failure to maintain compliance with this certification during the term of the Contract shall constitute a material breach and may result in termination of the Contract and/or other remedies available under law.



AUTHORIZED SIGNATURE

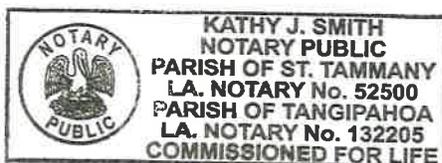
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 3rd

DAY OF March, 20 20

Kathy J. Smith

NOTARY PUBLIC



**SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined At 2 C.F.R., 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.94).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by The City of Mandeville. If it is determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Mandeville, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or contractor agrees to comply with the requirements of 2 C.R.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).

Contractor's authorized Official or Principal's Signature  \_\_\_\_\_

Printed name and title David Muller, Managing Member \_\_\_\_\_

Firm's name M&J Civil Construction, LLC \_\_\_\_\_

Date 3/3/26 \_\_\_\_\_

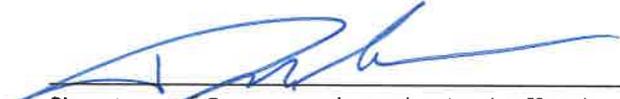
### BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C.1352):

The undersigned Prime Contractor's authorized official or principal certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federally funded grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.))] A copy of Standard Form LLL is available from City of Mandeville.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned prime Contractor's authorized official or principal also agrees that the requirements of the Byrd Anti- Lobbying Act and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned prime Contractor's authorized official or principal, David Muller, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification, Contract and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

**David Muller, Managing Member**  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**M&J Civil Construction, LLC**  
\_\_\_\_\_  
Organization's name

3/3/26  
\_\_\_\_\_  
Date

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

Project: Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project

APPLICATION NO:

In tabulations below, amounts are stated to the nearest dollar.

Owner: City of Mandeville

APPLICATION DATE:

Use Column I on Contracts where variable retainage for line items may apply.

Engineer: Principal Engineering, Inc

PERIOD TO:

Contractor: M&J Civil Construction, LLC

ARCHITECT'S PROJECT NO:

A ITEM NO.	B REFEREMCE NUMBER	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E BID QUANTITY	F UNIT OF MEASURE	G UNIT PRICE	H WORK COMPLETED		I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D+E+F)	K % (G ÷ C)	L BALANCE TO FINISH (C - G)	M RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	202-01	Removal of Structures and Obstructions	\$3,408.00	1	LS	\$3,408.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 3,408.00	\$0.00
2	202-02	Removal of Portland Cement Concrete	\$1,400.00	100	SY	\$14.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 1,400.00	\$0.00
3	203-05	Excavation and Embankment	\$7,097.00	1	LS	\$7,097.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 7,097.00	\$0.00
4	204-06	Silt Fence	\$800.00	100	LF	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 800.00	\$0.00
5	705-09-A	Wood Fence (2 Rail)	\$1,800.00	120	LF	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 1,800.00	\$0.00
6	705-09-B	Wood Fence (6 ft Privacy, Incl. Gate)	\$3,315.00	85	LF	\$39.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 3,315.00	\$0.00
7	706-01	Concrete Walk (4" Thick)	\$16,376.00	184	SY	\$89.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 16,376.00	\$0.00
8	711-03	Riprap (All Classes)	\$19,950.00	190	Ton	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 19,950.00	\$0.00
9	711-04	Geotextile Fabric	\$564.00	94	SY	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 564.00	\$0.00
10	713-01	Temporary Signs and Barricades	\$2,787.00	1	LS	\$2,787.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,787.00	\$0.00
11	727-01	Mobilization	\$288,390.00	1	LS	\$288,390.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 288,390.00	\$0.00
12	739-01	Hydroseeding	\$2,787.00	1	LS	\$2,787.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,787.00	\$0.00
13	740-01	Construction Layout	\$11,239.00	1	LS	\$11,239.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 11,239.00	\$0.00
14	740-02	Relocate USACE Benchmarks	\$2,787.00	1	LS	\$2,787.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,787.00	\$0.00
15	741-20	Water Supply, Valves, and Fixtures	\$12,117.00	1	LS	\$12,117.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 12,117.00	\$0.00
16	802-01	Structural Excavation	\$2,068.00	44	CY	\$47.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,068.00	\$0.00
17	804-02	Timber Piles (ASTM D25, Class B, 12" Butt, 2.5pcf CCA Treated)	\$752,193.00	6429	LF	\$117.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 752,193.00	\$0.00
18	805-01	Class A1 Concrete (Abutment, Incl. Finishing)	\$21,144.00	24	CY	\$881.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 21,144.00	\$0.00
19	806-01	Deformed Reinforcing Steel (Hot Dip Galvanized)	\$10,056.00	3352	Lbs.	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 10,056.00	\$0.00
20	807-04	Metalwork (Aluminum Grate, 7-P-4, 1" x 3/16" Bar)	\$621,720.00	2355	SF	\$264.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 621,720.00	\$0.00
21	807-05	Structural Metalwork (ASTM A36 Steel Fishing Pier Double Gate)	\$10,021.00	1	LS	\$10,021.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 10,021.00	\$0.00
22	810-04-A	Fishing Pier Railing (No. 1, S4S, 0.31pcf MCA Treated)	\$96,187.00	1057	LF	\$91.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 96,187.00	\$0.00
23	810-04-B	HC Pier Railing (No. 1, S4S, 0.31pcf MCA Treated)	\$14,920.00	373	LF	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 14,920.00	\$0.00
24	812-01-A	Fishing Pier Deck (No. 1 Dense, True Size, 0.8pcf CCA Treated)	\$87,324.60	20.2	MFBM	\$4,323.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 87,324.60	\$0.00
25	812-01-B	Fishing Pier Framing (No. 1 Dense, True Size, 2.5pcf CCA Treated)	\$118,030.00	11.6	MFBM	\$10,175.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 118,030.00	\$0.00
26	812-02-A	HC Pier Access (No. 1 Dense, True Size, 2.5pcf CCA Treated)	\$8,892.00	1	LS	\$8,892.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 8,892.00	\$0.00
27	812-02-B	HC Pier Connector Ramp (No. 1 Dense, True Size, 2.5pcf CCA Treated)	\$15,947.00	1	LS	\$15,947.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 15,947.00	\$0.00
28	812-03-A	Fishing Pier Benches (No. 1, S4S, 0.31pcf MCA Treated)	\$5,352.00	1	LS	\$5,352.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 5,352.00	\$0.00
29	812-03-B	HC Pier Benches (No. 1, S4S, 0.31pcf MCA Treated)	\$3,512.00	1	LS	\$3,512.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 3,512.00	\$0.00
30	822-07	Luminaire (Under-Rail)	\$60,628.00	92	EA	\$659.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 60,628.00	\$0.00
31	822-08	Luminaire (Shielded Flood)	\$23,907.00	39	EA	\$613.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 23,907.00	\$0.00
32	822-09	Luminaire (Shelter)	\$16,920.00	30	EA	\$564.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 16,920.00	\$0.00
	822-23	Electrical and Camera Conduit, Conductors, Panels, and Accessories											
33		Conduit	\$100,700.00	1	LS	\$100,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 100,700.00	\$0.00
34		Panels	\$65,000.00	1	LS	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 65,000.00	\$0.00
35		Conductors & Accessories	\$12,597.00	1	LS	\$12,597.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 12,597.00	\$0.00
36		Fiber & Cat6	\$4,000.00	1	LS	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 4,000.00	\$0.00
	823-05	Fishing Pier Shelter (Framing and Roof)											
37		Framing	\$45,158.00	1	LS	\$45,158.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 45,158.00	\$0.00
38		Roof	\$44,200.00	1	LS	\$44,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 44,200.00	\$0.00
39	NS-300	Crushed Stone (#57, 8" Thick)	\$2,664.00	72	SY	\$37.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,664.00	\$0.00
40	NS-500	Sawcut Pavement (Full Depth)	\$1,360.00	40	LF	\$34.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 1,360.00	\$0.00
41	NS-741	Water Fountain Assembly (Non-FEMA Item)	\$12,927.00	1	LS	\$12,927.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 12,927.00	\$0.00
42	NS-900	Fish Cleaning Table (Stainless Steel, 30" x 96")	\$2,944.00	1	LS	\$2,944.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,944.00	\$0.00
		<b>GRAND TOTALS</b>	<b>\$2,535,188.60</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$2,535,188.60</b>	<b>\$0.00</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Ord 26-02

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBERS JASON ZUCKERMAN AND KEVIN VOGELTANZ; MOVED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_, SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_.**

**ORDINANCE NO. 26-02**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING ARTICLE 4, SECTION 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11 PROCEDURES AND FEES FOR CONDITIONAL USE PERMITS AND PLANNED DISTRICT ZONING, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council of Mandeville is vested by Section 2-1 of the Mandeville Charter with the legislative power of the city government and has the authority to enact ordinances which have the force of law;

**WHEREAS**, the City Council of Mandeville is empowered by Section 2-10 (A)(14-15) of the Mandeville Charter to utilize its policing power to adopt or modify the zoning plan, maps and regulations and amend or repeal any ordinance previously adopted;

**WHEREAS**, the City of Mandeville's Comprehensive Land Use Regulations Ordinance (CLURO) was adopted on June 25, 2015, rev. through October 23, 2025, and provides for procedures and fees for Conditional Use Permits and Planned District Zoning in Article 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11;

**WHEREAS**, the City of Mandeville desires to ensure adequate public notice of any requests for conditional use permits or Planned District zoning that are considered by the Planning and Zoning Commissions for recommendations to the City Council, and desires to require that all applications reviewed by the Planning and Zoning Commissions be accompanied by a proposed Ordinance for City Council consideration outlining the details of the applicant's requested development plan and proposed uses as well as any variances required for each proposed use within the development site, such that the City Council is presented with a proposed ordinance that contains information, applicant requests, and application details and criteria that was provided to the Planning and Zoning Commissions for the allowance of adequate review and public comment.

**WHEREAS**, the City of Mandeville desires that any recommendations made by the Planning and Zoning Commission regarding Conditional Use Permits and Planned District applications be provided to the City Council with a proposed ordinance for the purpose of eliminating any potential circumstance where recommendations made by the Commissions are not also wholly contained in an ordinance presented to the Council.

**WHEREAS**, the City of Mandeville desires to provide full transparency in the enactment of all ordinances for Conditional Use Permits and Planned District Zoning by providing that the City Council first publish a proposed ordinance, introduced by the Council Member of the district of the subject property and seconded by the Council Chair, so that all applications that meet the application requirements are procedurally introduced by the City Council before being reviewed

and evaluated by the Planning Commission who will make a recommendation of action to be taken by the City Council following the public hearing.

**WHEREAS**, the City of Mandeville also desires to confirm that an application will only need to be resubmitted to the City Council for original introduction and resubmission to the Planning Commission in the circumstance where an amendment to the proposed ordinance made by the applicant or the Planning Commission during the consideration of the application and proposed ordinance nullifies the purpose of the proposed ordinance or adds an additional use or variance request that was not subject to Planning Commission consideration, evaluation and public notice and review.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the City Council of the City of Mandeville that CLURO Section 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11 be amended as follows:

**4.3.3.2. *Jurisdiction***

The Planning Director shall be responsible for administration of the Conditional Use and Procedures and for reviewing the application to ensure adherence to the application requirements. An application, in the form of a proposed ordinance, shall be placed on the agenda of the City Council following notice from the Planning Director that the applicant has met the application requirements of Article 4.3.3.4. The Council Clerk shall prepare a proposed ordinance for introduction based on the zoning and variance requests of the applicant and shall publish a City Council agenda containing the proposed ordinance to be introduced. At the meeting of the City Council, the proposed ordinance shall be introduced by the Council member from the Council District of the subject property, and such introduction shall be seconded by another Council Member or the, in the event it is not seconded by another Council Member, the Council Chair shall second the introduction. After introduction of the proposed ordinance, the City Council shall notify the Planning Commission of the introduction and the proposed ordinance shall be placed on the agenda of the Planning Commission. The Planning Commission shall be responsible for review, evaluation, and recommendation of action to be taken to the City Council on all applications for a Conditional Use Permit.

**4.3.3.3. *Concurrent Applications***

Application for a Conditional Use Permit and for Rezoning or Planned District zoning for the same property may be made concurrently, subject to the fees applicable to a rezoning or Planned District zoning only. Following introduction of the proposed ordinance that includes the details of the zoning and variance requests of the applicant by the City Council, the Planning Commission and Zoning Commission may hold the public hearing on the Rezoning and the Conditional Use Permit at the same meeting and may combine the two hearings. The City Council likewise may hold the two public hearings in combination and may approve both the Conditional Use and Zoning Amendment or Planned District zoning by one ordinance.

...

**4.3.3.5. *Public Hearing and Notice***

At the regularly scheduled meeting following the City Council's introduction of a proposed ordinance, the Planning Commission shall hold a public hearing on each application for a

Planned District zoning or amendment or for a Conditional Use Permit. Public notice shall be given as required for zoning amendments. At the public hearing, the Commission shall review the application and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, with respect to the findings prescribed herein. An amendment to the proposed ordinance made by the applicant or the Planning Commission that does not nullify the purpose of the proposed ordinance nor add an additional use or variance request will not require resubmission to the Planning Commission or reintroduction of the proposed ordinance.

...

#### ***4.3.3.7. Action by the Planning Commission***

The Planning Commission shall act on the application not more than twenty (20) days following the closing of the public hearing on a Planned District zoning or Conditional Use Permit application. The Commission may recommend granting a Conditional Use Permit or approve a Planned District zoning or amendment as applied for or in a modified form or subject to conditions, or may recommend denial of the application to the City Council. If the Commission recommends a permit be granted as applied for or in modified form, the Commission may, but is not required to, provide proposed language for any condition or modification as part of its recommendation report to the City Council . The Commission shall notify the applicant of its recommendation by mail.

...

#### ***4.3.3.9. Conditions of Approval***

The Planning Commission may recommend, and the City Council may establish, conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion; and such other conditions as the Commission or City Council may deem necessary to insure compatibility with surrounding uses to preserve the public health, safety, and welfare, and to enable the Commission to make the findings required by the preceding Section. Any conditions of approval recommended by the Planning Commission shall be fully set forth in the proposed ordinance provided to the City Council contemporaneously with the recommendation of the Planning Commission.

#### ***4.3.3.10. Planning Commission Recommendations to the City Council***

The recommendations of the Planning Commission, as well as the proposed language setting forth all uses, variances, and other planning considerations in the event of a recommendation of approval as applied for or in modified form, shall be forwarded to the City Council within 10 days after the date on which action is announced.

#### ***4.3.3.11. Enactment by Ordinance***

The recommendation of the Planning Commission on an application for a Zoning Amendment, Conditional Use Permit, or Planned District shall be forwarded to the City Council as a recommendation to grant or deny after the Planning Commission holds a public

hearing thereon. In the event the Planning Commission recommends an application be granted as applied for or granted with conditions of modification, the details of the conditions or modifications, or proposed language, shall accompany the Commission's recommendation on the application in the form of proposed ordinance being submitted to the City Council. The City Council shall hold a public hearing on said application in the form of proposed ordinance. Notice of the public hearings before the Planning Commission and City Council shall be given in the same manner as the notice required for zoning amendments. In the event the application for a Conditional Use Permit Planned District is made for property that is contiguous to any property that is zoned for Residential uses, then such ordinance approving the Conditional Use or Planned District shall not be passed except by an affirmative vote of four-fifths majority of the Council membership. In the event the decision of the Planning Commission on the application for a Planned District or Conditional Use Permit is adverse thereto, or in the event a protest against the proposed Planned District or Conditional Use Permit is presented, in writing, to the City Council, duly signed and acknowledged by the owners of at least twenty (20) percent of the property situated in the area bounded by lines two hundred (200) feet in each direction and one each side of the area included in such proposed Planned District, such ordinance approving the Planned District shall not be passed except by an affirmative vote of a four-fifths (4/5) majority of the members of the City Council.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** that the Clerk of this Council be and is hereby and 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 \_\_\_\_\_, 2026.

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Alicia Watts  
Clerk of Council

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Jason Zuckerman  
Council Chairman



# MANDEVILLE

A Historic Lakefront Community

## Planning and Zoning Commission

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CLAIRE DURIO, CHAIRWOMAN  
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN  
ZONING COMMISSION

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

MEMBERS:  
SCOTT QUILLIN  
ANDREA FULTON  
NICHOLAS CRESSY  
KAREN GAUTREUX  
PATRICK ROSENOW

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### CITY OF MANDEVILLE PLANNING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A TEXT AMENDMENT TO CLURO ARTICLE 4, SECTION 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11 PROCEDURES AND FEES FOR CONDITIONAL USE PERMITS AND PLANNED DISTRICT ZONING

The City Council introduced Ordinance 26-02 at the January 8, 2026 meeting. The ordinance proposes to change the application process for a conditional use permit. The new procedure would require an ordinance to be introduced by the City Council before being placed on the Planning Commission agenda. All the details of the request, including any variances or uses being requested, are required to be included in the ordinance.

As part of the procedure for CLURO Text Amendments, any proposed change is required to go before the Planning Commission for recommendation.

The Planning Commission held work sessions on Tuesday, February 10 & 24, 2026, and a voting meeting on Tuesday, March 10, 2026, for case P26-02-02. The Commission recommends approval of the proposed ordinance to the City Council with the following amendments:

- Remove any references to Zoning Amendments
- Relocate the wording about the new application process from Section 4.3.3.2. to Section 4.3.3.4.
- Change all references to a Conditional Use Permit to be a Conditional Use Approval
- Change the proposed additional wording in Section 4.3.3.5. to accurately reflect that the Planning Commission only makes recommendations on amendments to ordinances
- Remove the requirement to notify the applicant of the recommendation by mail

The Commission stated that the first amendment was due to the fact that the Zoning Amendment procedures are not located in this CLURO section. The second amendment was to bring the wording under the application section of the process, rather than the jurisdiction, since the wording was changing the application process. The third amendment was to bring the language in line with the recommended changes from the Planning Department as there are no Conditional Use permits given; there are just Conditional Use approvals. The fourth amendment was to clarify the role of the Planning Commission in the process, as they only make recommendations on any ordinance edits and do not actually change the text of any ordinance.

The fifth and final amendment was because notification typically happens through email rather than physical mail.

As part of the procedure for CLURO Text Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 7-0 in favor approving the proposed ordinance with the above referenced amendments.

**Attachments:**

Redlined version of Ordinance 26-02 with suggested amendments  
PowerPoint Presentation

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBERS JASON ZUCKERMAN AND KEVIN VOGELTANZ; MOVED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_, SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_.**

**ORDINANCE NO. 26-02**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING ARTICLE 4, SECTION 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11 PROCEDURES AND FEES FOR CONDITIONAL USE PERMITS AND PLANNED DISTRICT ZONING, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council of Mandeville is vested by Section 2-1 of the Mandeville Charter with the legislative power of the city government and has the authority to enact ordinances which have the force of law;

**WHEREAS**, the City Council of Mandeville is empowered by Section 2-10 (A)(14-15) of the Mandeville Charter to utilize its policing power to adopt or modify the zoning plan, maps and regulations and amend or repeal any ordinance previously adopted;

**WHEREAS**, the City of Mandeville's Comprehensive Land Use Regulations Ordinance (CLURO) was adopted on June 25, 2015, rev. through October 23, 2025, and provides for procedures and fees for Conditional Use Permits and Planned District Zoning in Article 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11;

**WHEREAS**, the City of Mandeville desires to ensure adequate public notice of any requests for conditional use permits or Planned District zoning that are considered by the Planning and Zoning Commissions for recommendations to the City Council, and desires to require that all applications reviewed by the Planning and Zoning Commissions be accompanied by a proposed Ordinance for City Council consideration outlining the details of the applicant's requested development plan and proposed uses as well as any variances required for each proposed use within the development site, such that the City Council is presented with a proposed ordinance that contains information, applicant requests, and application details and criteria that was provided to the Planning and Zoning Commissions for the allowance of adequate review and public comment.

**WHEREAS**, the City of Mandeville desires that any recommendations made by the Planning and Zoning Commission regarding Conditional Use Permits and Planned District applications be provided to the City Council with a proposed ordinance for the purpose of eliminating any potential circumstance where recommendations made by the Commissions are not also wholly contained in an ordinance presented to the Council.

**WHEREAS**, the City of Mandeville desires to provide full transparency in the enactment of all ordinances for Conditional Use Permits and Planned District Zoning by providing that the City Council first publish a proposed ordinance, introduced by the Council Member of the district of the subject property and seconded by the Council Chair, so that all applications that meet the application requirements are procedurally introduced by the City Council before being reviewed

and evaluated by the Planning Commission who will make a recommendation of action to be taken by the City Council following the public hearing.

**WHEREAS**, the City of Mandeville also desires to confirm that an application will only need to be resubmitted to the City Council for original introduction and resubmission to the Planning Commission in the circumstance where an amendment to the proposed ordinance made by the applicant or the Planning Commission during the consideration of the application and proposed ordinance nullifies the purpose of the proposed ordinance or adds an additional use or variance request that was not subject to Planning Commission consideration, evaluation and public notice and review.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the City Council of the City of Mandeville that CLURO Section 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11 be amended as follows:

#### **4.3.3.2. *Jurisdiction***

The Planning Director shall be responsible for administration of the Conditional Use ~~and Zoning Amendment~~ Procedures and for reviewing the application to ensure adherence to the application requirements. ~~An application, in the form of a proposed ordinance, shall be placed on the agenda of the City Council following notice from the Planning Director that the applicant has met the application requirements of Article 4.3.3.4. The Council Clerk shall prepare a proposed ordinance for introduction based on the zoning and variance requests of the applicant and shall publish a City Council agenda containing the proposed ordinance to be introduced. At the meeting of the City Council, the proposed ordinance shall be introduced by the Council member from the Council District of the subject property, and such introduction shall be seconded by another Council Member or the, in the event it is not seconded by another Council Member, the Council Chair shall second the introduction. After introduction of the proposed ordinance, the City Council shall notify the Planning Commission of the introduction and the proposed ordinance shall be placed on the agenda of the Planning Commission.~~ The Planning Commission shall be responsible for review, evaluation, and recommendation of action to be taken to the City Council on all applications for a Conditional Use Approval Permit.

#### **4.3.3.3. *Concurrent Applications***

Application for a Conditional Use Approval Permit and for Rezoning or Planned District zoning for the same property may be made concurrently, subject to the fees applicable to a rezoning or Planned District zoning only. Following introduction of the proposed ordinance that includes the details of the zoning and variance requests of the applicant by the City Council, the Planning Commission and Zoning Commission may hold the public hearing on the Rezoning and the Conditional Use approval Permit at the same meeting and may combine the two hearings. The City Council likewise may hold the two public hearings in combination and may approve both the Conditional Use and Zoning Amendment or Planned District zoning by one ordinance.

#### **4.3.3.4. *Application and Fee***

An application, in the form of a proposed ordinance, shall be placed on the agenda of the City Council following notice from the Planning Director that the applicant has met the application requirements of Article 4.3.3.4. The Council Clerk shall prepare a proposed

ordinance for introduction based on the zoning and variance requests of the applicant and shall publish a City Council agenda containing the proposed ordinance to be introduced. At the meeting of the City Council, the proposed ordinance shall be introduced by the Council member from the Council District of the subject property, and such introduction shall be seconded by another Council Member or the, in the event it is not seconded by another Council Member, the Council Chair shall second the introduction. After introduction of the proposed ordinance, the City Council shall notify the Planning Commission of the introduction and the proposed ordinance shall be placed on the agenda of the Planning Commission.

Applications for Conditional Use approvals and Planned District zoning approvals shall be filed with the Planning Director. The application shall include the following: ---

#### ***4.3.3.5. Public Hearing and Notice***

At the regularly scheduled meeting following the City Council's introduction of a proposed ordinance, the Planning Commission shall hold a public hearing on each application for a Planned District zoning or amendment or for a Conditional Use ~~Approval Permit~~. Public notice shall be given as required for zoning amendments. At the public hearing, the Commission shall review the application and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, with respect to the findings prescribed herein. ~~An recommendation to amendment to the proposed ordinance made by the applicant or the Planning Commission that does not nullify the purpose of the proposed ordinance nor add an additional use or variance request will not require resubmission to the Planning Commission or reintroduction of the proposed ordinance.~~

...

#### ***4.3.3.7. Action by the Planning Commission***

The Planning Commission shall act on the application not more than twenty (20) days following the closing of the public hearing on a Planned District zoning or Conditional Use ~~approval Permit~~ application. The Commission may recommend granting a Conditional Use ~~approval Permit~~ or approve a Planned District zoning or amendment as applied for or in a modified form or subject to conditions, or may recommend denial of the application to the City Council. If the Commission recommends approval a permit be granted as applied for or in modified form, the Commission may, but is not required to, provide proposed language for any condition or modification as part of its recommendation report to the City Council . ~~The Commission shall notify the applicant of its recommendation by mail.~~

...

#### ***4.3.3.9. Conditions of Approval***

The Planning Commission may recommend, and the City Council may establish, conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of

development schedules or time limits for performance or completion; and such other conditions as the Commission or City Council may deem necessary to insure compatibility with surrounding uses to preserve the public health, safety, and welfare, and to enable the Commission to make the findings required by the preceding Section. Any conditions of approval recommended by the Planning Commission shall be fully set forth in the proposed ordinance provided to the City Council contemporaneously with the recommendation of the Planning Commission.

#### **4.3.3.10. *Planning Commission Recommendations to the City Council***

The recommendations of the Planning Commission, as well as the proposed language setting forth all uses, variances, and other planning considerations in the event of a recommendation of approval as applied for or in modified form, shall be forwarded to the City Council within 10 days after the date on which action is announced.

#### **4.3.3.11. *Enactment by Ordinance***

The recommendation of the Planning Commission on an application for a ~~Zoning Amendment~~, Conditional Use ~~Approval Permit~~, or Planned District ~~Zoning~~ shall be forwarded to the City Council as a recommendation to grant or deny after the Planning Commission holds a public hearing thereon. In the event the Planning Commission recommends an application be approved granted as applied for or granted with conditions of modification, the details of the conditions or modifications, or proposed language, shall accompany the Commission's recommendation on the application in the form of proposed ordinance being submitted to the City Council. The City Council shall hold a public hearing on said application in the form of proposed ordinance. Notice of the public hearings before the Planning Commission and City Council shall be given in the same manner as the notice required for zoning amendments. In the event the application for a Conditional Use ~~approval Permit~~ Planned District is made for property that is contiguous to any property that is zoned for Residential uses, then such ordinance approving the Conditional Use or Planned District shall not be passed except by an affirmative vote of four-fifths majority of the Council membership. In the event the decision of the Planning Commission on the application for a Planned District or Conditional Use ~~Approval Permit~~ is adverse thereto, or in the event a protest against the proposed Planned District or Conditional Use ~~Approval Permit~~ is presented, in writing, to the City Council, duly signed and acknowledged by the owners of at least twenty (20) percent of the property situated in the area bounded by lines two hundred (200) feet in each direction and one each side of the area included in such proposed Planned District, such ordinance approving the Planned District shall not be passed except by an affirmative vote of a four-fifths (4/5) majority of the members of the City Council.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** that the Clerk of this Council be and is hereby and 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 \_\_\_\_\_, 2026.

---

Alicia Watts  
Clerk of Council

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Jason Zuckerman  
Council Chairman

# City of Mandeville Planning & Zoning Commission

March 10, 2026



# P26-02-02

A text amendment to CLURO Article 4, Sections 4.3.3.5, 4.3.3.7, 4.3.3.9, 4.3.3.10, and 4.3.3.11 Procedures and Fees for Conditional Use Permits and Planned District Zoning and related matters

# P26-02-02

## Ordinance 26-02

Modifies the procedure outlined in Section 4.3.3. Procedures and Fees for Conditional Use Permits and Planned District Zoning

### 4.3.3.2. *Jurisdiction*

The Planning Director shall be responsible for administration of the Conditional Use and Zoning Amendment Procedures and for reviewing the application to ensure adherence to the application requirements. An application, in the form of a proposed ordinance, shall be placed on the agenda of the City Council following notice from the Planning Director that the applicant has met the application requirements of Article 4.3.3.4. The Council Clerk shall prepare a proposed ordinance for introduction based on the zoning and variance requests of the applicant and shall publish a City Council agenda containing the proposed ordinance to be introduced. At the meeting of the City Council, the proposed ordinance shall be introduced by the Council member from the Council District of the subject property, and such introduction shall be seconded by another Council Member or the, in the event it is not seconded by another Council Member, the Council Chair shall second the introduction. After introduction of the proposed ordinance, the City Council shall notify the Planning Commission of the introduction and the proposed ordinance shall be placed on the agenda of the Planning Commission. The Planning Commission shall be responsible for review, evaluation, and recommendation of action to be taken to the City Council on all applications for a Conditional Use Permit.

### 4.3.3.3. *Concurrent Applications*

Application for a Conditional Use Permit and for Rezoning or Planned District zoning for the same property may be made concurrently, subject to the fees applicable to a rezoning or Planned District zoning only. Following introduction of the proposed ordinance that includes the details of the zoning and variance requests of the applicant by the City Council, the Planning Commission and Zoning Commission may hold the public hearing on the Rezoning and the Conditional Use Permit at the same meeting and may combine the two hearings. The City Council likewise may hold the two public hearings in combination and may approve both the Conditional Use and Zoning Amendment or Planned District zoning by one ordinance.

# P26-02-02

## Ordinance 26-02

### *4.3.3.5. Public Hearing and Notice*

At the regularly scheduled meeting following the City Council's introduction of a proposed ordinance, the Planning Commission shall hold a public hearing on each application for a Planned District zoning or amendment or for a Conditional Use Permit. Public notice shall be given as required for zoning amendments. At the public hearing, the Commission shall review the application and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, with respect to the findings prescribed herein. An amendment to the proposed ordinance made by the applicant or the Planning Commission that does not nullify the purpose of the proposed ordinance nor add an additional use or variance request will not require resubmission to the Planning Commission or reintroduction of the proposed ordinance.

### *4.3.3.7. Action by the Planning Commission*

The Planning Commission shall act on the application not more than twenty (20) days following the closing of the public hearing on a Planned District zoning or Conditional Use Permit application. The Commission may recommend granting a Conditional Use Permit or approve a Planned District zoning or amendment as applied for or in a modified form or subject to conditions, or may recommend denial of the application to the City Council. If the Commission recommends a permit be granted as applied for or in modified form, the Commission may, but is not required to, provide proposed language for any condition or modification as part of its recommendation report to the City Council. The Commission shall notify the applicant of its recommendation by mail.

# P26-02-02

## Ordinance 26-02

### ***4.3.3.9. Conditions of Approval***

The Planning Commission may recommend, and the City Council may establish, conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion; and such other conditions as the Commission or City Council may deem necessary to insure compatibility with surrounding uses to preserve the public health, safety, and welfare, and to enable the Commission to make the findings required by the preceding Section. Any conditions of approval recommended by the Planning Commission shall be fully set forth in the proposed ordinance provided to the City Council contemporaneously with the recommendation of the Planning Commission.

### ***4.3.3.10. Planning Commission Recommendations to the City Council***

The recommendations of the Planning Commission, as well as the proposed language setting forth all uses, variances, and other planning considerations in the event of a recommendation of approval as applied for or in modified form, shall be forwarded to the City Council within 10 days after the date on which action is announced.

# P26-02-02

## Ordinance 26-02

### *4.3.3.11. Enactment by Ordinance*

The recommendation of the Planning Commission on an application for a Zoning Amendment, Conditional Use Permit, or Planned District shall be forwarded to the City Council as a recommendation to grant or deny after the Planning Commission holds a public hearing thereon. In the event the Planning Commission recommends an application be granted as applied for or granted with conditions of modification, the details of the conditions or modifications, or proposed language, shall accompany the Commission's recommendation on the application in the form of proposed ordinance being submitted to the City Council. The City Council shall hold a public hearing on said application in the form of proposed ordinance. Notice of the public hearings before the Planning Commission and City Council shall be given in the same manner as the notice required for zoning amendments. In the event the application for a Conditional Use Permit Planned District is made for property that is contiguous to any property that is zoned for Residential uses, then such ordinance approving the Conditional Use or Planned District shall not be passed except by an affirmative vote of four-fifths majority of the Council membership. In the event the decision of the Planning Commission on the application for a Planned District or Conditional Use Permit is adverse thereto, or in the event a protest against the proposed Planned District or Conditional Use Permit is presented, in writing, to the City Council, duly signed and acknowledged by the owners of at least twenty (20) percent of the property situated in the area bounded by lines two hundred (200) feet in each direction and one each side of the area included in such proposed Planned District, such ordinance approving the Planned District shall not be passed except by an affirmative vote of a four-fifths (4/5) majority of the members of the City Council.

# P26-02-02

## Internal Review of the Ordinance

Removed the Zoning Amendment language as it is not a part of Section 4.3.3.

Relocated the highlighted language to Section 4.3.3.4. as it is part of the application process.

Removed the reference to a “permit” since a permit is not given during this process, and it is instead an approval.

### 4.3.3.2. Jurisdiction

The Planning Director shall be responsible for administration of the Conditional Use ~~and Zoning Amendment~~ Procedures and for reviewing the application to ensure adherence to the application requirements. An application, in the form of a proposed ordinance, shall be placed on the agenda of the City Council following notice from the Planning Director that the applicant has met the application requirements of Article 4.3.3.4. The Council Clerk shall prepare a proposed ordinance for introduction based on the zoning and variance requests of the applicant and shall publish a City Council agenda containing the proposed ordinance to be introduced. At the meeting of the City Council, the proposed ordinance shall be introduced by the Council member from the Council District of the subject property, and such introduction shall be seconded by another Council Member or the, in the event it is not seconded by another Council Member, the Council Chair shall second the introduction. After introduction of the proposed ordinance, the City Council shall notify the Planning Commission of the introduction and the proposed ordinance shall be placed on the agenda of the Planning Commission. The Planning Commission shall be responsible for review, evaluation, and recommendation of action to be taken to the City Council on all applications for a Conditional Use ~~Approval Permit~~.

### 4.3.3.3. Concurrent Applications

Application for a Conditional Use ~~Approval Permit~~ and for Rezoning or Planned District zoning for the same property may be made concurrently, subject to the fees applicable to a rezoning or Planned District zoning only. Following introduction of the proposed ordinance that includes the details of the zoning and variance requests of the applicant by the City Council, the Planning Commission and Zoning Commission may hold the public hearing on the Rezoning and the Conditional Use Permit at the same meeting and may combine the two hearings. The City Council likewise may hold the two public hearings in combination and may approve both the Conditional Use and Zoning Amendment or Planned District zoning by one ordinance.



# P26-02-02

## Internal Review of the Ordinance

Added a new section for the application process language to be added to Section 4.3.3.4.

Some questions and concerns arose concerning the application process. Which deadlines do they follow? What agenda will they be placed on?

### 4.3.3.4. Application and Fee

An application, in the form of a proposed ordinance, shall be placed on the agenda of the City Council following notice from the Planning Director that the applicant has met the application requirements of Article 4.3.3.4. The Council Clerk shall prepare a proposed ordinance for introduction based on the zoning and variance requests of the applicant and shall publish a City Council agenda containing the proposed ordinance to be introduced. At the meeting of the City Council, the proposed ordinance shall be introduced by the Council member from the Council District of the subject property, and such introduction shall be seconded by another Council Member or the, in the event it is not seconded by another Council Member, the Council Chair shall second the introduction. After introduction of the proposed ordinance, the City Council shall notify the Planning Commission of the introduction and the proposed ordinance shall be placed on the agenda of the Planning Commission.

Applications for Conditional Use Permits and Planned District zoning approvals shall be filed with the Planning Director. The application shall include the following: ---

# P26-02-02

## Internal Review of the Ordinance

Removed additional references to a permit.

Adjusted the language about amendments to the ordinance to reflect that the Commission only makes a recommendation for any ordinance changes.

### ***4.3.3.5. Public Hearing and Notice***

At the regularly scheduled meeting following the City Council's introduction of a proposed ordinance, the Planning Commission shall hold a public hearing on each application for a Planned District zoning or amendment or for a Conditional Use **Approval Permit**. Public notice shall be given as required for zoning amendments. At the public hearing, the Commission shall review the application and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, with respect to the findings prescribed herein. **A recommendation to amend**~~ment to~~ the proposed ordinance made by the applicant or the Planning Commission that does not nullify the purpose of the proposed ordinance nor add an additional use or variance request will not require resubmission to the Planning Commission or reintroduction of the proposed ordinance.

# P26-02-02

## Internal Review of the Ordinance

Continued to remove references to a permit. Also removed the requirement to notify the applicant of the decision by mail.

The highlighted language in 4.3.3.9 and 4.3.3.10 seems to conflict with the added language in Section 4.3.3.7. That language states that the Commission “*may, but is not required to, provide proposed language for any condition or modification as part of its recommendation to the city council*”. This language requires it

### **4.3.3.7. *Action by the Planning Commission***

The Planning Commission shall act on the application not more than twenty (20) days following the closing of the public hearing on a Planned District zoning or Conditional Use Permit application. The Commission may recommend granting a Conditional Use Permit or approve a Planned District zoning or amendment as applied for or in a modified form or subject to conditions, or may recommend denial of the application to the City Council. If the Commission recommends approval a permit be granted as applied for or in modified form, the Commission may, but is not required to, provide proposed language for any condition or modification as part of its recommendation report to the City Council. ~~The Commission shall notify the applicant of its recommendation by mail.~~

### **4.3.3.9. *Conditions of Approval***

The Planning Commission may recommend, and the City Council may establish, conditions of approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion; and such other conditions as the Commission or City Council may deem necessary to insure compatibility with surrounding uses to preserve the public health, safety, and welfare, and to enable the Commission to make the findings required by the preceding Section. Any conditions of approval recommended by the Planning Commission shall be fully set forth in the proposed ordinance provided to the City Council contemporaneously with the recommendation of the Planning Commission.

### **4.3.3.10. *Planning Commission Recommendations to the City Council***

The recommendations of the Planning Commission, as well as the proposed language setting forth all uses, variances, and other planning considerations in the event of a recommendation of approval as applied for or in modified form, shall be forwarded to the City Council within 10 days after the date on which action is announced.



# P26-02-02

## Internal Review of the Ordinance

Continued removing references to a Conditional Use Permit, as well as removed the zoning amendment language since it is not part of this section.

The highlighted language includes the following zoning districts R-1, R-1X, R-2, R-3, MH, B-3, O/R, PM-1, PM-2, PD, TC.

### 4.3.3.11. *Enactment by Ordinance*

The recommendation of the Planning Commission on an application for ~~a Zoning Amendment~~, Conditional Use ~~Approval~~Permit, or Planned District ~~Zoning~~ shall be forwarded to the City Council as a recommendation to grant or deny after the Planning Commission holds a public hearing thereon. In the event the Planning Commission recommends an application be approved granted as applied for or granted with conditions of modification, the details of the conditions or modifications, or proposed language, shall accompany the Commission's recommendation on the application in the form of proposed ordinance being submitted to the City Council. The City Council shall hold a public hearing on said application in the form of proposed ordinance. Notice of the public hearings before the Planning Commission and City Council shall be given in the same manner as the notice required for zoning amendments. In the event the application for a Conditional Use Permit Planned District is made for property that is contiguous to any property that is zoned for Residential uses, then such ordinance approving the Conditional Use or Planned District shall not be passed except by an affirmative vote of four-fifths majority of the Council membership. In the event the decision of the Planning Commission on the application for a Planned District or Conditional Use Permit is adverse thereto, or in the event a protest against the proposed Planned District or Conditional Use Permit is presented, in writing, to the City Council, duly signed and acknowledged by the owners of at least twenty (20) percent of the property situated in the area bounded by lines two hundred (200) feet in each direction and one each side of the area included in such proposed Planned District, such ordinance approving the Planned District shall not be passed except by an affirmative vote of a four-fifths (4/5) majority of the members of the City Council.

**ORD 26-10**

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER ZUCKERMAN; MOVED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_; AND SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**ORDINANCE NO. 26-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 4 TO ORDINANCE NUMBER 25-25, THE OPERATING BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (ROADWAY AND DRAINAGE MAINTENANCE)**

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

**WHEREAS**, amendment No. 4 to the Operating Budget adopted for fiscal year 2025-2026, Ordinance Number 25-25, is required due to expenditures related to maintenance that will exceed the current authorized appropriated funds budgeted for 2025-2026 City of Mandeville Budget (Roadway and Drainage Maintenance); and

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2025-2026, Ordinance Number 25-26, is hereby amended to include budget amendment no. 4 as set forth on the attached Exhibit "A", (Roadway and Drainage Maintenance) incorporated as a part hereof, and be adopted for the 2025-2026 Fiscal Year Operating Budget.

**BE IT FURTHER ORDAINED**, that in all other respects the 2025-2026 Operating Budget adopted shall remain in full force and effect.

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 March, 2026.

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

FY 2026 Budget Amendment #4  
 Capital & Operating Budget  
 Exhibit A

		Project Number	Project Name	Current Year Budget	Proposed Change	Revised Current Year Budget	Prior Year Appropriations	Total Project Budget Appropriations	Funding Source
<u>GENERAL GOVERNMENT - CAPITAL</u>									
<i>Expenditures</i>									
70000-49000	CONSTRUCTION-STREETS	700.22.003	Roadway & Drainage Maintenance	2,000,000	(1,000,000)	1,000,000	-	1,000,000	75% - Street Construction Fund 25% - District 3 Sales Tax Fund
<u>GENERAL GOVERNMENT - OPERATING</u>									
<i>Expenditures</i>									
70000-43200	REPAIRS & MAINTENANCE			-	1,000,000	1,000,000			75% - Street Construction Fund 25% - District 3 Sales Tax Fund

ORD 26-11

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER ZUCKERMAN; MOVED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_; AND SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**ORDINANCE NO. 26-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 3 TO ORDINANCE NUMBER 25-26, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (ROADWAY AND DRAINAGE MAINTENANCE)**

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

**WHEREAS**, amendment No. 3 to the Capital Budget adopted for fiscal year 2025-2026, Ordinance Number 25-26, is required due to expenditures related to maintenance that will exceed the current authorized appropriated funds budgeted for 2025-2026 City of Mandeville Budget (Roadway and Drainage Maintenance); and

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2025-2026, Ordinance Number 25-26, is hereby amended to include budget amendment no. 3 as set forth on the attached Exhibit "A", (Roadway and Drainage Maintenance) incorporated as a part hereof, and be adopted for the 2025-2026 Fiscal Year Operating Budget.

**BE IT FURTHER ORDAINED**, that in all other respects the 2025-2026 Capital Budget adopted shall remain in full force and effect.

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 March, 2026.

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

FY 2026 Budget Amendment #4  
 Capital & Operating Budget  
 Exhibit A

	Project Number	Project Name	Current Year Budget	Proposed Change	Revised Current Year Budget	Prior Year Appropriations	Total Project Budget Appropriations	Funding Source
<u>GENERAL GOVERNMENT - CAPITAL</u>								
<i>Expenditures</i>								
70000-49000	CONSTRUCTION-STREETS	700.22.003 Roadway & Drainage Maintenance	2,000,000	(1,000,000)	1,000,000	-	1,000,000	75% - Street Construction Fund 25% - District 3 Sales Tax Fund
<u>GENERAL GOVERNMENT - OPERATING</u>								
<i>Expenditures</i>								
70000-43200	REPAIRS & MAINTENANCE		-	1,000,000	1,000,000			75% - Street Construction Fund 25% - District 3 Sales Tax Fund