

ORD 26-14

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER STRONG-THOMPSON; MOVED FOR ADOPTION BY COUNCIL MEMBER STRONG-THOMPSON, SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_.**

**ORDINANCE NO. 26-14**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE TO AMEND THE CODE OF ORDINANCES, SECTION 9-41, SECTION 9-42, SECTION 9-43, 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; and

WHEREAS, the City of Mandeville has both Comprehensive Land Use Regulations Ordinance provisions and Code of Ordinance provisions that have application to the tree population on both public and private lands within the City. The CLURO and Code of Ordinance provisions establish protections for the tree canopy that extend from general provisions of protection to native tree species protections. Further, certain Code of Ordinance provisions provide for the required removal of hazardous trees that are deemed to be structurally defective, from both developed and undeveloped lots; and

WHEREAS, in furtherance of those ordinances, the Landscape Inspector and Code Enforcement officials have identified situations where a tree, due to the presence of disease or infection but lacking structural defect, does not qualify as a hazardous tree but nonetheless presents the risk of communicable disease spreading to neighboring trees. In such situations, the City has been unable to address property owners needing to remove risk as it is not clearly defined as such by the Code of Ordinance provisions which would require removal under hazardous conditions. Further, there are times when property access has been limited and/or property owners are absent or otherwise immediately available for addressing such offensive conditions; and

WHEREAS, the city has an interest in protecting public property from risks posed by both hazardous trees that could cause structural damage to city property or by diseased trees that could spread infection and cause damage to the tree canopy of Mandeville; and

WHEREAS, The City Council finds that diseased trees may constitute an immediate threat to public safety and the urban forest through the communication and spread of infection and therefore declares such conditions to be subject to abatement under this section; and

WHEREAS, the Louisiana State University College of Agriculture has advised that there are at least five common species of bark beetles in the Southern United States that are either the genus *Ips* or *Dendroctonus frontalis* (Southern pine beetles) and present a risk to the health of the tree population, particularly pine trees, and that pine trees infested with *Ips* beetles should be removed as chemical treatment of the condition is ineffective; and

WHEREAS, the recent amendments to the CLURO provisions address removal of Key Native Tree Species trees that are determined to be terminally diseased, but the provisions do not have application to the removal of non-Key Native Tree Species or an allowance for offensive conditions such as those presently being addressed; and

WHEREAS, the current provisions of Section 9-41 recognize the ability of the City to require removal of hazardous trees which have structural defects that may cause the tree or a portion of the tree to fall, but the current provisions of Sec. 9-42 and 9-43 do not have an enforcement allowance similar to the existing allowance for offensive conditions classified as accumulations; and

WHEREAS, the City desires to modify the current provisions concerning hazardous trees to clarify that the City will take such enforcement measures when a hazardous tree poses a risk to public property but will take no action when the matter concerns hazardous trees that create a concern better addressed through civil remedies available under law between the private property location of the hazardous tree and a neighboring private property where there exists no risk of damage to public property; and

WHEREAS, the City desires to supplement the recent CLURO amendments by providing a procedure that would require the removal of a diseased tree as an offensive condition addressed by Code of Ordinance, Sec. 9-41, permit noticed access to property to perform physical and visual inspection of diseased trees, and permitting the City to provide notice of violation of said ordinance and to include the enforcement procedures set forth in Code of Ordinance Sec. 9-42 and 9-43 as available to the City to enforce the removal of such offensive condition as a diseased tree.

NOW, THEREFORE, BE IT ORDAINED, Section 9-41 of the City of Mandeville codified Ordinances be amended to read:

Sec. 9-41 Removal of offensive conditions required; definitions; access for inspection

- (a) *On developed lots and public right(s)-of-way adjacent to such lots.* The owner, tenant, occupant and/or the agent of any one or more of them of any developed lot or parcel of land situated within the corporate limits of the city shall be and is hereby required to remove all accumulations of litter, trash, garbage or other refuse or detritus; as well as accumulations or piles of vegetative matter such as cut, fallen, raked or pruned grass, brush, leaves, weeds, and/or limbs, diseased trees as determined by the Landscape Inspector based on visual and physical inspection, hazardous trees which have structural defects that may cause the tree or a portion of the tree to fall on public property, and any other deleterious, unhealthy or noxious materials and to maintain the vegetative areas of the lot in a manner consistent with the plan for development, including, the cutting and removal of grass or lawn in excess of eighteen (18) inches in height from the lot or parcel of land and from the public right(s)-of-way [and] sidewalks in front of, around or adjacent to the lot or parcel of land. Failure to clear and keep such lot or parcel of land or adjacent public right(s)-of-way after being notified to do so in accordance with the procedures hereinafter set forth, shall subject such owner, tenant, occupant and/or agent thereof to the proceedings, costs and penalties hereinafter set forth. For purposes of this section a developed lot or parcel of land is defined

as any lot or parcel of land upon which a structure, as defined in Appendix A, Zoning, of this Code of Ordinances, has been constructed, whether or not such structure is presently habitable or in use; any lot or parcel of land which serves as a yard for such a structure; or any lot or parcel of land which has been wholly or partially cleared of its naturally growing vegetation or which is the subject of a building or clearing permit issued by the city.

- (b) *On undeveloped lots and public right(s)-of-way adjacent to such lots.* The owner, tenant, occupant and/or the agent of any one or more of them of any undeveloped lot or parcel of land situated within the corporate limits of the city other than a lot or parcel of land which would be subject to the provisions of paragraph (a) of this section shall be and is hereby required to remove all accumulations of litter, trash, garbage or other refuse or detritus; diseased trees as determined by the Landscape Inspector based on visual and physical inspection, hazardous trees which have structural defects that may cause the tree or a portion of the tree to fall on public property, and other deleterious, unhealthy or noxious materials from the lot or parcel of land and from the public right(s)-of-way in front of, around or adjacent to the lot or parcel of land. Failure to comply with the requirements of this section and keep such lot or parcel of land or adjacent public right(s)-of-way free of such offensive conditions as herein described after being notified to do so in accordance with the procedures hereinafter set forth, shall subject such owner, tenant, occupant and/or agent thereof, to the proceedings, costs and penalties hereinafter set forth. For purposes of this section, an undeveloped lot is any lot other than a developed lot as defined in the foregoing paragraph (a) of this section. The provisions of this paragraph shall not be construed to require the clearing of naturally occurring conditions on undeveloped lots or parcels of land which are being maintained in their natural state, except where the condition of the lots creates a public or private nuisance.

...

- (f) *Diseased tree* shall mean a tree that is affected by a fungal infection, insect infestation, pathogen, or other biological condition which, as determined by the Landscape Inspector based on visual and physical inspection, materially compromises the health, structural integrity, or life expectancy of the tree and poses a risk of communication, spread or other infection spread to surrounding trees. A diseased tree may be deemed an offensive condition notwithstanding the absence of visible structural defects where the disease presents a risk of communication of infectious condition.
- (g) *Hazardous tree* shall mean a tree that has obvious structural defects that may cause the tree, or a portion of the tree, to fall on public property.
- (h) Any determination made pursuant to this section concerning the status of any tree as being a diseased tree or a hazardous tree shall be made by the Landscape Inspector upon visual and physical inspection of the diseased condition or the structural defects which present a risk to the stability of the tree.
- (h) The Landscape Inspector, either with the Code Enforcement official or not, is authorized to enter upon private land to inspect a tree after making a good faith attempt to provide notice no

more than 24 hours prior to the inspection by personal contact, door hanger, telephone, or electronic means reasonably calculated to reach the owner or occupant. Due to the potentially emergent circumstances necessitating the inspection, such inspection may proceed through either owner permission or after 24 hours have passed since notice was given.

Sec. 9-42. Notice of violation; abatement by city; lien for costs; proceedings for collection.

- (a) An officer of the Mandeville Police Department shall notify the owner and occupant of any lot or parcel of land on which or on the public right(s)-of-way in front of, adjacent to or around which there exists an accumulation, diseased tree, or hazardous tree prohibited under the provisions of section 9-41 and shall demand that the offensive accumulation, diseased tree, or hazardous tree be removed from its location and be properly disposed of within fourteen (14) days of the date of mailing of the notice and demand. As applicable to an offensive condition existing as a result of either a diseased tree or a hazardous tree, the notice shall state that the determination was made by the Landscape Inspector and shall briefly describe the basis for the determination. This notice and demand shall be sent to the owner and occupant in question via registered mail, return receipt requested, addressed, in the case of the owner of the lot in question, to such address as appears for such owner on the latest ad valorem tax rolls of the city and, in the case of the occupant of the premises in question, to the municipal address of the premises. Any such notice and demand shall be affixed with sufficient postage to ensure delivery as addressed.
- (b) In the event that the offensive condition has not been removed and properly disposed of by the owner or occupant within the time set forth in the preceding paragraph of this section, the city may proceed, without further notice, to remove and dispose of the said offensive condition. In such event the city's tax collector shall promptly bill the owner and/or occupant for all costs so incurred by the city in abating the offensive condition, including the cost of all notices provided by the city pursuant to the provisions of this section.
- (c) In the event that the owner and/or occupant of the property on or adjacent to which the offensive condition was removed by the city shall have failed or refused to reimburse the city for the costs incurred in the abatement of the offensive condition as provided in the preceding paragraph of this section, within thirty (30) days of the date of mailing of the bill for such costs to the owner and/or occupant, the tax collector of the city shall file and record in the mortgage records maintained by the clerk of court of this parish a notice of such costs. This notice shall contain the name of the owner of the property on which or adjacent to which the offensive condition was removed by the city, a description of the property, and a statement of the costs incurred in such removal by the city. Once duly recorded with the clerk of court, the notice shall constitute and create a lien and a privilege on the property therein described to secure, in favor of the city, the costs incurred in the removal and disposal of the accumulation, diseased tree, or hazardous tree with priority attaching to the lien and privilege as provided by law.
- (d) In the event that the debt secured by the lien and privilege is not satisfied within ten (10) months from the filing of the said notice of costs with the clerk of court of this parish the mayor of the city shall be and is hereby authorized and empowered to instruct the city attorney to institute appropriate legal proceedings to recover and collect the debt and to have recognized and

enforced for under the provisions of this section. In any such proceedings the city shall also be entitled to interest on the debt secured by the privilege at a rate of twelve (12) percent per annum from the date of filing of the notice of the debt with the clerk of court until paid, attorney's fees for the prosecution and collection of the debt in an amount to be fixed by the court and all costs of such proceedings. The city attorney is hereby authorized and empowered to represent the city in any and all such proceedings.

- (e) Any person shall have the right to lodge a complaint with the Mandeville Police Department asserting the existence of an offensive condition prohibited under the provisions of section 9-41.
- (f) Required removals under Section 9-41, when determined by the Landscape Inspector to involve a diseased tree or hazardous tree, shall not require the owner to obtain a tree removal permit. This exemption applies notwithstanding any contrary provisions of this Code or the Comprehensive Land Use Regulations Ordinance, including Article 9.2.5.

Sec. 9-43. Alternate procedures for removal of violations of section 9-41; notice and removal by city; assessment of cost as ad valorem taxes.

- (a) Should a violation of section 9-41 not be remedied within the period of time for abatement following the giving of notice to the owner of the property on which or adjacent to which the violation has occurred, as provided under the provisions of paragraph (a) of section 9-42, the City of Mandeville may, without further notice to the owner, remove and dispose of the offensive condition which constitutes the violation.
- (b) In the event that the city is unable to notify the owner in the manner set forth under the provisions of paragraph (a) of section 9-42, the notice to the owner required by this section may be accomplished by publication in two (2) successive issues of the official journal of this city of a notice directed to the owner of the property as shown on the city's property tax rolls, which notice contains the information required of the notice required under the provisions of paragraph (a) of section 9-42. In the event of notice by publication, the city shall not remove or dispose of the offensive condition which prompted the notice until ten (10) days following the second publication in the official journal of the notice provided for herein.
- (c) Should the owner fail to reimburse the city for all costs and expenses, including the cost and expense of all notices given hereunder, incurred by the city in removing and disposing of the offensive condition within ten (10) days of removal of the offensive condition by the city, the tax collector of the city shall forward to the owner, by registered mail, at the address for the said owner set forth in the city's property tax rolls, a statement setting forth the costs and expenses and identifying the owner's property on which or adjacent to which the removal work was done. Should this statement not be paid within one (1) month of its mailing, all costs and expenses set forth in the statement shall be assessed to and form a part of the property taxes due for the then current year by the owner of the property identified in the statement. When collected, such costs and expenses shall be credited to the general revenue fund of the city.

(d) The tax collector shall maintain a separate record of ad valorem charges and assessments made pursuant to the provisions of this section. Such record shall be maintained prior to the filing of the tax rolls and shall be open to inspection at city hall at all times during normal business hours upon request of any person or entity.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** that the Clerk of this Council be and is hereby authorized and empowered to take all actions which, 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

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER STRONG-THOMPSON; MOVED FOR ADOPTION BY COUNCIL MEMBER STRONG-THOMPSON, SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_.**

**ORDINANCE NO. 26-14**

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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; and

WHEREAS, the City of Mandeville has both Comprehensive Land Use Regulations Ordinance provisions and Code of Ordinance provisions that have application to the tree population on both public and private lands within the City. The CLURO and Code of Ordinance provisions establish protections for the tree canopy that extend from general provisions of protection to native tree species protections. Further, certain Code of Ordinance provisions provide for the required removal of hazardous trees that are deemed to be structurally defective, from both developed and undeveloped lots; and

WHEREAS, in furtherance of those ordinances, the Landscape Inspector and Code Enforcement officials have identified situations where a tree, due to the presence of disease or infection but lacking structural defect, does not qualify as a hazardous tree but nonetheless presents the risk of communicable disease spreading to neighboring trees. In such situations, the City has been unable to address property owners needing to remove risk as it is not clearly defined as such by the Code of Ordinance provisions which would require removal under hazardous conditions. Further, there are times when property access has been limited and/or property owners are absent or otherwise immediately available for addressing such offensive conditions; and

WHEREAS, the city has an interest in protecting public property from risks posed by both hazardous trees that could cause structural damage to city property or by diseased trees that could spread infection and cause damage to the tree canopy of Mandeville; and

WHEREAS, The City Council finds that diseased trees may constitute an immediate threat to public safety and the urban forest through the communication and spread of infection and therefore declares such conditions to be subject to abatement under this section; and

WHEREAS, the Louisiana State University College of Agriculture has advised that there are at least five common species of bark beetles in the Southern United States that are either the genus *Ips* or *Dendroctonus frontalis* (Southern pine beetles) and present a risk to the health of the tree population, particularly pine trees, and that pine trees infested with *Ips* beetles should be removed as chemical treatment of the condition is ineffective; and

WHEREAS, the recent amendments to the CLURO provisions address removal of Key Native Tree Species trees that are determined to be terminally diseased, but the provisions do not have application to the removal of non-Key Native Tree Species or an allowance for offensive conditions such as those presently being addressed; and

WHEREAS, the current provisions of Section 9-41 recognize the ability of the City to require removal of hazardous trees which have structural defects that may cause the tree or a portion of the tree to fall, but the current provisions of Sec. 9-42 and 9-43 do not have an enforcement allowance similar to the existing allowance for offensive conditions classified as accumulations; and

WHEREAS, the City desires to modify the current provisions concerning hazardous trees to clarify that the City will take such enforcement measures when a hazardous tree poses a risk to public property but will take no action when the matter concerns hazardous trees that create a concern better addressed through civil remedies available under law between the private property location of the hazardous tree and a neighboring private property where there exists no risk of damage to public property; and

WHEREAS, the City desires to supplement the recent CLURO amendments by providing a procedure that would require the removal of a diseased tree as an offensive condition addressed by Code of Ordinance, Sec. 9-41, permit noticed access to property to perform physical and visual inspection of diseased trees, and permitting the City to provide notice of violation of said ordinance and to include the enforcement procedures set forth in Code of Ordinance Sec. 9-42 and 9-43 as available to the City to enforce the removal of such offensive condition as a diseased tree.

NOW, THEREFORE, BE IT ORDAINED, Section 9-41 of the City of Mandeville codified Ordinances be amended to read:

Sec. 9-41 Removal of offensive conditions required; definitions; access for inspection

(a) *On developed lots and public right(s)-of-way adjacent to such lots.* The owner, tenant, occupant and/or the agent of any one or more of them of any developed lot or parcel of land situated within the corporate limits of the city shall be and is hereby required to remove all accumulations of litter, trash, garbage or other refuse or detritus; as well as accumulations or piles of vegetative matter such as cut, fallen, raked or pruned grass, brush, leaves, weeds, and/or limbs, diseased trees as determined by the Landscape Inspector based on visual and physical inspection, hazardous trees which have structural defects that may cause the tree or a portion of the tree to fall on public property, and any other deleterious, unhealthy or noxious materials and to maintain the vegetative areas of the lot in a manner consistent with the plan for development, including, the cutting and removal of grass or lawn in excess of eighteen (18) inches in height from the lot or parcel of land and from the public right(s)-of-way [and] sidewalks in front of, around or adjacent to the lot or parcel of land. Failure to clear and keep such lot or parcel of land or adjacent public right(s)-of-way after being notified to do so in accordance with the procedures hereinafter set forth, shall subject such owner, tenant, occupant and/or agent thereof to the proceedings, costs and penalties hereinafter set forth. For purposes of this section a developed lot or parcel of land is defined

as any lot or parcel of land upon which a structure, as defined in Appendix A, Zoning, of this Code of Ordinances, has been constructed, whether or not such structure is presently habitable or in use; any lot or parcel of land which serves as a yard for such a structure; or any lot or parcel of land which has been wholly or partially cleared of its naturally growing vegetation or which is the subject of a building or clearing permit issued by the city.

- (b) *On undeveloped lots and public right(s)-of-way adjacent to such lots.* The owner, tenant, occupant and/or the agent of any one or more of them of any undeveloped lot or parcel of land situated within the corporate limits of the city other than a lot or parcel of land which would be subject to the provisions of paragraph (a) of this section shall be and is hereby required to remove all accumulations of litter, trash, garbage or other refuse or detritus; diseased trees as determined by the Landscape Inspector based on visual and physical inspection, hazardous trees which have structural defects that may cause the tree or a portion of the tree to fall on public property, and other deleterious, unhealthy or noxious materials from the lot or parcel of land and from the public right(s)-of-way in front of, around or adjacent to the lot or parcel of land. Failure to comply with the requirements of this section and keep such lot or parcel of land or adjacent public right(s)-of-way free of such offensive conditions as herein described after being notified to do so in accordance with the procedures hereinafter set forth, shall subject such owner, tenant, occupant and/or agent thereof, to the proceedings, costs and penalties hereinafter set forth. For purposes of this section, an undeveloped lot is any lot other than a developed lot as defined in the foregoing paragraph (a) of this section. The provisions of this paragraph shall not be construed to require the clearing of naturally occurring conditions on undeveloped lots or parcels of land which are being maintained in their natural state, except where the condition of the lots creates a public or private nuisance.

...

- (f) *Diseased tree* shall mean a tree that is affected by a fungal infection, insect infestation, pathogen, or other biological condition which, as determined by the Landscape Inspector based on visual and physical inspection, materially compromises the health, structural integrity, or life expectancy of the tree and poses a risk of communication, spread or other infection spread to surrounding trees. A diseased tree may be deemed an offensive condition notwithstanding the absence of visible structural defects where the disease presents a risk of communication of infectious condition.
- (g) *Hazardous tree* shall mean a tree that has obvious structural defects that may cause the tree, or a portion of the tree, to fall on public property.
- (h) Any determination made pursuant to this section concerning the status of any tree as being a diseased tree or a hazardous tree shall be made by the Landscape Inspector upon visual and physical inspection of the diseased condition or the structural defects which present a risk to the stability of the tree.
- (h) The Landscape Inspector, either with the Code Enforcement official or not, is authorized to enter upon private land to inspect a tree after making a good faith attempt to provide notice no

more than 24 hours prior to the inspection by personal contact, door hanger, telephone, or electronic means reasonably calculated to reach the owner or occupant. Due to the potentially emergent circumstances necessitating the inspection, such inspection may proceed through either owner permission or after 24 hours have passed since notice was given.

Sec. 9-42. Notice of violation; abatement by city; lien for costs; proceedings for collection.

- (a) An officer of the Mandeville Police Department shall notify the owner and occupant of any lot or parcel of land on which or on the public right(s)-of-way in front of, adjacent to or around which there exists an accumulation, diseased tree, or hazardous tree prohibited under the provisions of section 9-41 and shall demand that the offensive accumulation, diseased tree, or hazardous tree be removed from its location and be properly disposed of within fourteen (14) days of the date of mailing of the notice and demand. As applicable to an offensive condition existing as a result of either a diseased tree or a hazardous tree, the notice shall state that the determination was made by the Landscape Inspector and shall briefly describe the basis for the determination. This notice and demand shall be sent to the owner and occupant in question via registered mail, return receipt requested, addressed, in the case of the owner of the lot in question, to such address as appears for such owner on the latest ad valorem tax rolls of the city and, in the case of the occupant of the premises in question, to the municipal address of the premises. Any such notice and demand shall be affixed with sufficient postage to ensure delivery as addressed.
- (b) In the event that the offensive ~~accumulation~~ offensive condition has not been removed and properly disposed of by the owner or occupant within the time set forth in the preceding paragraph of this section, the city may proceed, without further notice, to remove and dispose of the said ~~accumulation~~ offensive condition. In such event the city's tax collector shall promptly bill the owner and/or occupant for all costs so incurred by the city in abating the ~~nuisance caused by the accumulation~~ offensive condition, including the cost of all notices provided by the city pursuant to the provisions of this section.
- (c) In the event that the owner and/or occupant of the property on or adjacent to which the ~~accumulation~~ offensive condition was removed by the city shall have failed or refused to reimburse the city for the costs incurred in the abatement of the ~~nuisance caused by the accumulation~~ offensive condition as provided in the preceding paragraph of this section, within thirty (30) days of the date of mailing of the bill for such costs to the owner and/or occupant, the tax collector of the city shall file and record in the mortgage records maintained by the clerk of court of this parish a notice of such costs. This notice shall contain the name of the owner of the property on which or adjacent to which the ~~accumulation~~ offensive condition was removed by the city, a description of the property, and a statement of the costs incurred in such removal by the city. Once duly recorded with the clerk of court, the notice shall constitute and create a lien and a privilege on the property therein described to secure, in favor of the city, the costs incurred in the removal and disposal of the accumulation, diseased tree, or hazardous tree with priority attaching to the lien and privilege as provided by law.
- (d) In the event that the debt secured by the lien and privilege is not satisfied within ten (10) months from the filing of the said notice of costs with the clerk of court of this parish the mayor of the

city shall be and is hereby authorized and empowered to instruct the city attorney to institute appropriate legal proceedings to recover and collect the debt and to have recognized and enforced for under the provisions of this section. In any such proceedings the city shall also be entitled to interest on the debt secured by the privilege at a rate of twelve (12) percent per annum from the date of filing of the notice of the debt with the clerk of court until paid, attorney's fees for the prosecution and collection of the debt in an amount to be fixed by the court and all costs of such proceedings. The city attorney is hereby authorized and empowered to represent the city in any and all such proceedings.

- (e) Any person shall have the right to lodge a complaint with the Mandeville Police Department asserting the existence of an ~~accumulation~~ offensive condition prohibited under the provisions of section 9-41.
- (f) Required removals under Section 9-41, when determined by the Landscape Inspector to involve a diseased tree or hazardous tree, shall not require the owner to obtain a tree removal permit. This exemption applies notwithstanding any contrary provisions of this Code or the Comprehensive Land Use Regulations Ordinance, including Article 9.2.5.

Sec. 9-43. Alternate procedures for removal of violations of section 9-41; notice and removal by city; assessment of cost as ad valorem taxes.

- (a) Should a violation of section 9-41 not be remedied within the period of time for abatement following the giving of notice to the owner of the property on which or adjacent to which the violation has occurred, as provided under the provisions of paragraph (a) of section 9-42, the City of Mandeville may, without further notice to the owner, remove and dispose of the ~~accumulation~~ offensive condition which constitutes the violation.
- (b) In the event that the city is unable to notify the owner in the manner set forth under the provisions of paragraph (a) of section 9-42, the notice to the owner required by this section may be accomplished by publication in two (2) successive issues of the official journal of this city of a notice directed to the owner of the property as shown on the city's property tax rolls, which notice contains the information required of the notice required under the provisions of paragraph (a) of section 9-42. In the event of notice by publication, the city shall not remove or dispose of the ~~accumulation~~ offensive condition which prompted the notice until ten (10) days following the second publication in the official journal of the notice provided for herein.
- (c) Should the owner fail to reimburse the city for all costs and expenses, including the cost and expense of all notices given hereunder, incurred by the city in removing and disposing of the ~~accumulation~~ offensive condition within ten (10) days of removal of the ~~accumulation~~ offensive condition by the city, the tax collector of the city shall forward to the owner, by registered mail, at the address for the said owner set forth in the city's property tax rolls, a statement setting forth the costs and expenses and identifying the owner's property on which or adjacent to which the removal work was done. Should this statement not be paid within one (1) month of its mailing, all costs and expenses set forth in the statement shall be assessed to and form a part of the property taxes due for the then current year by the owner of the property

identified in the statement. When collected, such costs and expenses shall be credited to the general revenue fund of the city.

- (d) The tax collector shall maintain a separate record of ad valorem charges and assessments made pursuant to the provisions of this section. Such record shall be maintained prior to the filing of the tax rolls and shall be open to inspection at city hall at all times during normal business hours upon request of any person or entity.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** that the Clerk of this Council be and is hereby authorized and empowered to take all actions which, 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

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

**ORD 26-15**

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

**ORDINANCE NO. 26-15**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 4 TO ORDINANCE NUMBER 25-26, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (RAVINE AUX COQUILLE WATERSHED MODELING)**

**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 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 Ravine Aux Coquille Watershed Modeling Project; 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. 4 as set forth on the attached Exhibit "A", (Ravine Aux Coquille Watershed Modeling) 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 14<sup>th</sup> day of May, 2026.

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Alicia Watts  
Clerk of Council

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Jason Zuckerman  
Council Chairman

FY 2026 Budget Amendment #5  
 Capital 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	700.23.003	Ravine Au Coquille Watershed Modeling	50,000	25,000	75,000	350,000	425,000	75% - Street Construction Fund 25% - District 3 Sales Tax Fund
<u>ENTERPRISE - CAPITAL</u>									
<i>Expenditures</i>									
20000-16100	PLANT & EQUIPMENT	211.25.001	Old Mandeville Waterlines Construction	450,000	(25,000)	425,000	3,000,000	3,425,000	Enterprise Fund

**ORD 26-16**

# CARSON'S TABLE

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



**Liquor License Application**

- Liquor license to be issued to: Wandell Hospitality Group LLC - DBA Carson's Table
- Legal name(s): Individual, Partners, or Corporation Carson Wandell
- Apply for: Class "A"  Class "B"  / High Content  Low Content  / Restaurant
- Business location address: 690 Lafitte St Mandeville LA 70448  
 Telephone (985) 231-7196
- Mailing address 690 Lafitte St Mandeville LA 70448
- Contact Person Carson Wandell Phone Number (225) 252-1990
- E-Mail Address: chefcarson@carsonstable.com Fax Number ( ) Web Address carsonstable.com
- Type of organization:  Individual (Complete line A only)  Partnership  Corporation  Non-Profit  LLP  LLC  Other

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

A. Carson Wandell Owner / Operator [Redacted] 100  
 Name Title SSN % Owned

Resident Address City State Zip Home Phone Number

B. Name Title SSN % Owned

Resident Address City State Zip Home Phone Number

C. Name Title SSN % Owned

Resident Address City State Zip Home Phone Number

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list. - A previous business did sell liquor beer & wine at this same address

Trade name Owner's name Address License #

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO If yes: Name Location:

11. Has applicant applied for state liquor license? NO

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

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

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

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

16. Describe the part of the building to be occupied by business: The entire unit and property

17. Open date for this location Tentative 5/4/26 => (ASAP)

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

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

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

Signature of Applicant [Signature] Title: Owner  
 Signature of Preparer Carson Wandell Date 4/24/26



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

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

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

Trade Name	Address	Kind of Business	License #	%Owned
------------	---------	------------------	-----------	--------

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

Name	Placed Used	Date
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**AFFIDAVIT**

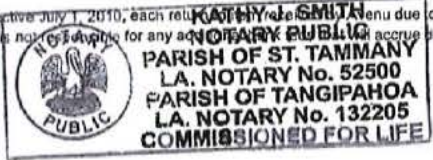
I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in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

Subscribed and sworn to me before this 24<sup>th</sup> day of April, 2021.

Kathy S. Smith  
 Notary Public

Carson Wandell  
 Signature of Applicant

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



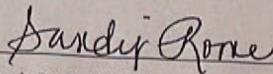
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

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

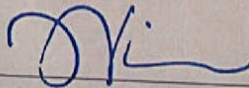
4/15/2026, 4/22/2026



Sandy Rome, Public Notices Representative

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

22 Apr 2026



Tiffany Victorian,

Notary Public ID#182846

State of Louisiana

My Commission Expires: Indefinite



TIFFANY VICTORIAN  
Notary Public  
Notary ID No. 182846  
West Baton Rouge Parish, Louisiana

Carson Wandell  
690 Lafitte Street,  
MANDEVILLE, LA 70448

Ad No: 183796

# HISTORIC DISTRICT CONFERENCE



City of Mandeville  
 3101 E Causeway Approach  
 Mandeville, LA 70448  
 985-626-3144

# Travel Expense Statement

Employee Traveling:

Karen McInnis

Conference/Seminar Name: **Attach Agenda**

NAPC Forum 2026

Dates of Conference/Training:

July 22 - 26, 2026

Location: (City, State):

Minneapolis, MN

Date and Time of Departure from Mandeville:

7/21/26 @ 12:00 pm

Date and Time of Return:

7/27/26 @ 11:00 pm

Description	Required Document	Amount	# of Nights	Prepaid	Total
Registration Fees	Receipt	\$655.00		\$655.00	\$0.00
Hotel	Confirmation	\$279.68	6		\$1,678.07
Mileage (.725/mile)	Travel Map	68.60			\$49.74
Parking Fees	Receipt				\$0.00
Tolls	Receipt				\$0.00
Airfare	Confirmation	\$960.38			\$960.38
Airline Baggage Fees	Receipt				\$0.00
Airport Shuttle	Receipt				\$0.00
Taxi/Uber at Conference	Receipt				\$0.00
Other Transportation	Receipt				\$0.00
Tips (other than meals)	Receipt				\$0.00
Other Expenses	Receipt				\$0.00
<a href="#">Click here for GSA website per diem rates. Apply rates below.</a>	Amount	Number of Meals	Total per Diem per Meal	Total Per Diem	
Breakfast	\$23.00	6	\$138.00		
Lunch	\$26.00	6	\$156.00		
Dinner	\$38.00	7	\$266.00		
				Total Travel Expenses	\$3,903.18
				Prepaid Expenses	\$655.00
				<b>Check Request Amount</b>	<b>\$3,248.18</b>
				Refund / Balance Due	\$0.00

After completion, forward TES form to supervisor for approval and return to Finance Department for processing.

I hereby certify that this Travel Expense Statement is in accordance with all travel regulations of the City of Mandeville.

Signature of Traveler

Date:

Out of State Travel: Yes / No  
 City Council Approval: Yes / No  
 Check for Registration Issued: Yes / No

Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Approval: \_\_\_\_\_ Date: \_\_\_\_\_



## FORUM 2026: Preservation Currents

Your registration is pending approval

Your Confirmation Number is:

**CHNCPRZHL45**

We'll review your details and keep you updated via email. Please note that your registration isn't complete until the planner approves!

[Add to Calendar](#)

### Pending Registration Summary

Take a moment to review your pending registration details.

#### Karen McInnis

ksmcinnis@mcinnislawfirm.com

Mobile  
+19857786353

Job Title  
Historic District Commissioner

Home Address  
3101 E Causeway Appr  
Mandeville, Louisiana 70448  
USA

Company/Affiliation (as you wish it to appear on the  
conference badge)  
City of Mandeville

Pronouns  
She/Her

#### Questions

Fwd: FORUM Registration sent for approval - FORUM 2026: Preservation Currents



Karen McInnis <[ksmcinnis@mcinnislawfirm.com](mailto:ksmcinnis@mcinnislawfirm.com)>  
To  Jeanne Willie

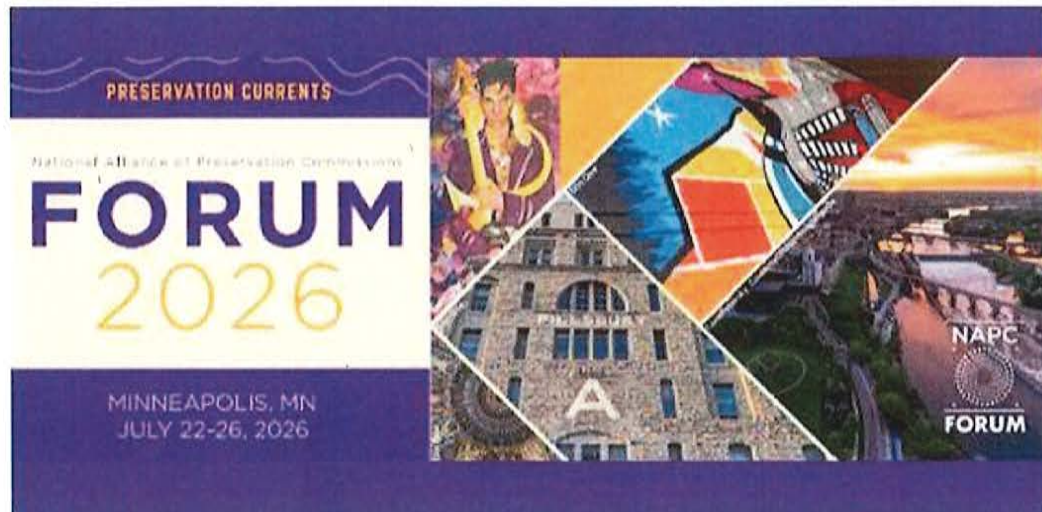


Wed 4/22/2026 11:27 AM

[Unsubscribe](#)

[+ Get more add-ins](#)

**From:** NAPC FORUM <[director@napcommissions.org](mailto:director@napcommissions.org)>  
**Date:** April 22, 2026 at 11:15:11 AM CDT  
**To:** Karen McInnis <[ksmcinnis@mcinnislawfirm.com](mailto:ksmcinnis@mcinnislawfirm.com)>  
**Subject:** FORUM Registration sent for approval - FORUM 2026: Preservation Currents  
**Reply-To:** [director@napcommissions.org](mailto:director@napcommissions.org)



Karen McInnis,

Thank you for submitting your registration for **FORUM 2026: Preservation Currents**. Anyone who selects the NAPC member rate must be verified first. Once you are verified, your registration will be approved and you'll be considered "officially registered." We will contact you if we are unable to verify your membership status.

If you need to make any changes, use your confirmation number to [manage your registration](#).

Confirmation number: **CHNCPRZHL45**

Sincerely,

National Alliance of Preservation Commissions

[director@napcommissions.org](mailto:director@napcommissions.org)

If you no longer want to receive emails from NAPC FORUM, please [Opt-Out](#).

## Registration Confirmed - FORUM 2026: Preservation Currents



NAPC FORUM <director@napcommissions.org>  
Required Jeanne Willie

Accept Tentative Decline

Wed 4/22/2026 1:32 PM

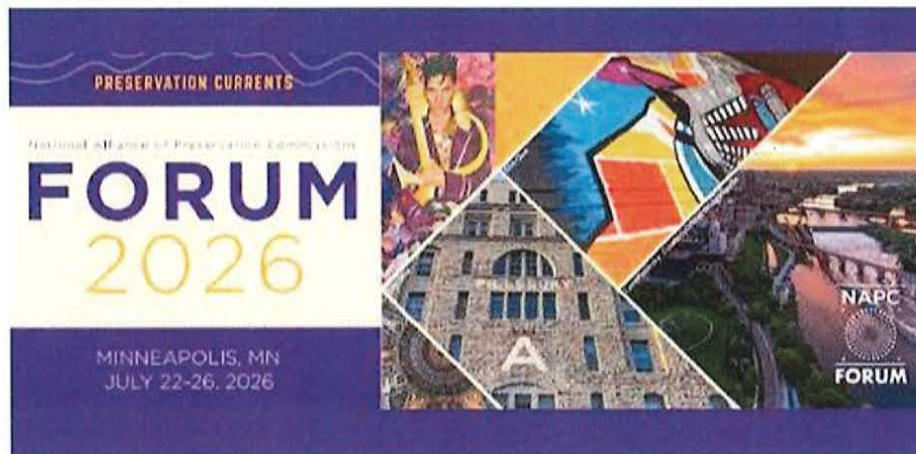
The organizer has not requested a response for this meeting.

Wednesday, July 22, 2026 8:00 AM to Sunday, July 26, 2026 12:00 PM

Minneapolis Marriott City Center 30 South 7th Street, Minneapolis, Minnesota, 55402, USA

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Karen McInnis,



Your registration for FORUM 2026: Preservation Currents is confirmed!

Thank you for registering for **FORUM 2026: Preservation Currents**, to be held in Minneapolis, MN, July 22-26, 2026.

To stay up to date on the conference schedule and any important updates, please visit the FORUM website at <https://forum.napcommissions.org/>. You will also be informed of important updates via email.

NAPC is excited to introduce a **new mobile app** that will house many conference details and real-time updates. Printed programs with summary information will still be available. We hope you'll join us in embracing this new technology which will help NAPC share the most up-to-date information while reducing paper waste. Stay tuned for a link to download the app with additional instructions!

If you have any questions, please review the FORUM FAQs page at <https://forum.napcommissions.org/faqs>. If you need additional information, please contact NAPC at [director@napcommissions.org](mailto:director@napcommissions.org) or call (757) 802-4141.

If you need to make any changes, use your confirmation number to [manage your registration](#).

Confirmation number: **CHNCPRZHL45**

### **PAY LATER DETAILS:**

If you selected the "Pay Later" option, you must make your payment by Monday, July 13th. You have two payment options:

1. Pay by card via the "Manage Your Registration" link above.
2. Pay by check. Please make checks payable to: National Alliance of Preservation Commissions. Mail to: NAPC, PO Box 1011, Virginia Beach, VA 23451

## NAPC Commission Short Course

July 22, 2026

1:00 pm - 4:30 pm

**Ticketed - \$35**

Designed as an intensive, hands-on training, the Commission Short Course equips volunteer commissioners and staff with the essential knowledge and skills needed to be effective in their roles. Ideal for both seasoned professionals seeking a refresher and those new to preservation commissions, the session covers key topics including Standards and Guidelines for Design Review, Meeting Procedures, and Community Engagement and Building Public Support.



## Midtown Global Market Dine-Around

7/22/2026 5:00 PM - 7:30 pm

**Ticketed Event - \$35**

Looking for a fun and casual way to kick off your first night at FORUM? Join colleagues at the Wednesday evening Dine-Around at Midtown Global Market, a vibrant food hall housed in the historic 1928 Sears, Roebuck & Co. building. Repurposed in 2006, the market is now a thriving cultural and economic hub, home to 45 businesses representing over 22 cultures, where local entrepreneurs serve up a world of flavors under one roof.

Attendees can purchase dinner from a wide array of international cuisine, explore locally made crafts, and enjoy a space set aside for first-night networking. Fun rotating programming will also be offered:

- Taste of the Market Vendor Samplings
- Guided Tours of Historic Market
- Food Demonstrations
- Group Salsa Dancing Lessons

This relaxed, flavorful event is the perfect way to meet fellow FORUM attendees. Advanced registration is required, and shuttles will run to and from the venue, boarding outside the main conference hotel entrance beginning at 4:30 pm.

**\*Meals and drinks not included outside of food demos and tastings.**

July 22nd

July 23rd

July 24th

July 25th

July 26th



## Biking and Preservation in the Mill City

9:30 am - 12:30 pm

**Ticketed - \$35**

Minneapolis consistently ranks as one of the best cities in the U.S. for biking. Join us as we explore the city's diverse bike infrastructure on a 5-mile ride covering downtown Minneapolis and the Mississippi River. Learn about preservation, rehabilitation, and development efforts along the riverfront, on Nicollet Island, and within the Saint Anthony Falls Historic District. This urban bike tour will traverse mostly level terrain and include biking on some city streets.



## History on the Water: Voyageur Canoe Tours on the Minnesota & Mississippi Rivers

12:30 pm - 4:30 pm  
**Ticketed - \$80**

Experience nature and history by water where the Minnesota River joins the Mississippi in the heart of the Twin Cities. No prior canoeing experience is needed with the 10-person canoes steered by expert guides and all participants paddling together after a brief lesson. We will explore the historic confluence known in the Dakota language as *Bdote*, within and near the Fort Snelling and Mendota Historic Districts, and below *Oheyawahe*/Pilot Knob. We will discuss local archaeological sites spanning more than 10,000 years of history, and changes to the rivers since establishment of Fort Snelling in the 1820s.



## Thursday Evening at the Pillsbury A Mill Artist Lofts

7/23/2026 5:30 PM - 8:00 pm  
**Ticketed Event - \$50**

Meet fellow preservationists where art and architecture intersect at the Pillsbury A Mill. Opened in 1881 as the world's largest flour mill and a centerpiece of Minneapolis's historic milling district, the building has been thoughtfully adapted into an affordable housing community for artists, honoring its industrial heritage while supporting creative work and community living. Enjoy light refreshments and a guided tour, exploring how historic industrial spaces can be reimaged for contemporary use.

This is a paid ticketed event that requires advanced registration. Shuttles will run to and from the venue, with boarding outside the main conference hotel entrance.

**Includes appetizers and two drink tickets.**



## From Grit to Glam: The Power of Preservation in the Minneapolis Warehouse Historic District - Walking Tour

1:15 pm - 4:15 pm  
**Ticketed - \$35**

The Minneapolis Warehouse Historic District is the largest commercial area in Minnesota listed on the National Register of Historic Places and is also recognized by the City of Minneapolis as a local historic district. Spanning 30 blocks, the district was once the center of warehouse and wholesale activity in the late 19th and early 20th centuries, when Minneapolis emerged as a major shipping and distribution hub in the Upper Midwest. The district is also notable for its architecture. Many buildings were designed by prominent local architects and represent a range of architectural styles from the period, with most structures remaining largely intact. In recent decades, the area has transformed from a quiet industrial neighborhood into one of the city's most vibrant districts. This tour will explore the district's history and architecture, highlight examples of how historic tax credits helped rehabilitate and preserve key buildings, and discuss ongoing challenges in maintaining the district's historic character. Participants will also visit several tax credit projects to see firsthand how interior spaces have been adapted and improved. These stops will illustrate how Minneapolis is using historic preservation to help revitalize downtown in the wake of the pandemic.



## Friday Morning Plenary at the Conference Hotel

7/24/2026 8:30 AM - 10:00 am

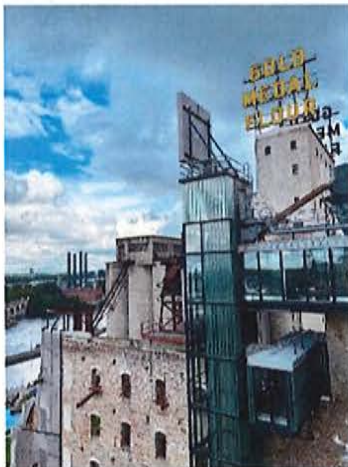
**Included with Full Conference Registration**

Join NAPC as we officially kick off FORUM 2026: Preservation Currents. We will gather at the conference hotel for a program featuring Shelley Buck, President of the Dakota-led nonprofit Owámniyomni Okhódayapi. Shelley is an enrolled member of the Prairie Island Indian Community and served 12 years on the Prairie Island Tribal Council, including six years as president.

Featuring the theme, Owámniyomni ed Dakod wícoh'anj makoče kin wóyutečapi (Restoring Culture & Environment at Owámniyomni), Shelley will explore how Owámniyomni Okhódayapi is transforming Minneapolis' most iconic riverfront location, St. Anthony Falls, from a desecrated industrial site into a living monument that says, "This is Dakota land." The Owámniyomni project will restore native plantings, uplift Dakota land management and cultural practices, and rebuild connections to the water. Shelley Buck, president of the Dakota-led nonprofit, shares how this groundbreaking land reclamation project is challenging preservation policy and reminding us all what it means to treat the land as a relative rather than a resource.

Shelley holds a Bachelor of Science degree in Business Accounting, a Master of Arts in Sports Management, and a Master of Jurisprudence in Tribal Indian Law and represents District 47A in the Minnesota House of Representatives.

**Includes light refreshments.**



## Friday Evening Reception at the Mill City Museum

7/24/2026 6:00 PM - 9:00 pm

**Included with Full Conference Registration**

Join us for an evening of immersive history and fun at the Mill City Museum, built within the dramatic ruins of the Washburn A Mill, once the largest flour mill in the world. The museum showcases how this industrial landmark has been preserved and reimagined for new generations. Enjoy networking and light refreshments while exploring all museum exhibits, including interactive displays on Minneapolis's rise as the "Flour Milling Capital of the World." Guests also have access to the Ruin Courtyard, with the preserved mill walls providing a striking backdrop for the evening. Take in spectacular views of the Mississippi River, St. Anthony Falls, Stone Arch Bridge, and the Minneapolis skyline from this historic riverfront location. Shuttles will run to and from the museum during the event, with boarding outside the main conference hotel entrance.

**Includes heavy hors d'oeuvres and two drink tickets.**

Bring a Guest tickets available for purchase.



## Milwaukee Avenue Historic District - Bus/Mobile Workshop

8:00 am - 10:00 am

**Ticketed - \$35**

Located in the Seward West neighborhood, the houses of the Milwaukee Avenue Historic District were built between 1884 and 1890 for Northern European immigrant families who worked in the nearby Milwaukee Railroad yards and industrial shops. By the end of World War II, many of the homes had deteriorated, and a Minneapolis urban renewal plan in the 1970s called for demolishing approximately 70% of the neighborhood's houses, including all of those on Milwaukee Avenue. Neighborhood opposition successfully halted the plan, leading instead to the rehabilitation of 34 of the original 46 houses and the transformation of the narrow street into a landscaped, pedestrian- and bike-friendly walkway. Today, Milwaukee Avenue's distinctive architecture and intimate, human-scaled design create a character that stands in striking contrast to the surrounding neighborhood.



## Saturday Evening Commission Excellence Awards Ceremony at the Conference Hotel

7/25/2026 5:00 PM - 7:00 pm

**Included with Full Conference Registration**

Join friends and new acquaintances at the conference hotel on Saturday evening for a light reception and celebration of NAPC's Commission Excellence Award recipients and FORUM Scholars. Short videos highlighting the outstanding work of local commissions and Lifetime Achievement Award winners from across the country will inspire you to apply lessons from FORUM in your own community. Stay until the end to see which city will host FORUM 2028! This event is included with a Full Conference registration, so come celebrate and support this year's award winners! Two drink tickets and light refreshments will be included in the reception ahead of the Commission Excellence Awards.

**Includes light appetizers and two drink tickets.**

Bring a Guest tickets available for purchase.



City of Mandeville  
 3101 E Causeway Approach  
 Mandeville, LA 70448  
 985-626-3144

# Travel Expense Statement

Employee Traveling:

Elizabeth "Leah" Quinn

Conference/Seminar Name: *Attach Agenda*

NAPC Forum 2026

Dates of Conference/Training:

July 22 - 26, 2026

Location: (City, State):

Minneapolis, MN

Date and Time of Departure from Mandeville:

7/21/26 @ 2:30 pm

Date and Time of Return:

7/26/26 @ 5:00 pm

Description	Required Document	Amount	# of Nights	Prepaid	Total
Registration Fees	<i>Receipt</i>	\$515.00		\$515.00	\$0.00
Hotel	<i>Confirmation</i>	\$279.68	5		\$1,398.39
Mileage (.725/mile)	<i>Travel Map</i>	68.60			\$49.74
Parking Fees	<i>Receipt</i>				\$0.00
Tolls	<i>Receipt</i>				\$0.00
Airfare	<i>Confirmation</i>	\$696.80			\$696.80
Airline Baggage Fees	<i>Receipt</i>				\$0.00
Airport Shuttle	<i>Receipt</i>				\$0.00
Taxi/Uber at Conference	<i>Receipt</i>				\$0.00
Other Transportation	<i>Receipt</i>				\$0.00
Tips (other than meals)	<i>Receipt</i>				\$0.00
Other Expenses	<i>Receipt</i>				\$0.00
<a href="#">Click here for GSA website per diem rates. Apply rates below.</a>	Amount	Number of Meals	Total per Diem per Meal	Total Per Diem	
Breakfast	\$23.00	5	\$115.00		
Lunch	\$26.00	5	\$130.00		
Dinner	\$38.00	5	\$190.00		
				Total Travel Expenses	\$435.00
				Prepaid Expenses	\$3,094.93
				<b>Check Request Amount</b>	<b>\$2,579.93</b>
				Refund / Balance Due	\$0.00

*After completion, forward TES form to supervisor for approval and return to Finance Department for processing.*

*I hereby certify that this Travel Expense Statement is in accordance with all travel regulations of the City of Mandeville.*

Signature of Traveler

Date:

Out of State Travel: Yes / No  
 City Council Approval: Yes / No  
 Check for Registration Issued: Yes / No

Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Approval: \_\_\_\_\_ Date: \_\_\_\_\_



## FORUM 2026: Preservation Currents

Your registration is pending approval

**Your Confirmation Number is:**

**LRN54Y77PDT**

**We'll review your details and keep you updated via email. Please note that your registration isn't complete until the planner approves!**

[Add to Calendar](#)

### Pending Registration Summary

Take a moment to review your pending registration details.

**Leah Quinn**

quinnlc@gmail.com

Mobile

+13018062217

Company/Affiliation (as you wish it to appear on the conference badge)

City of Mandeville

## Registration Confirmed - FORUM 2026: Preservation Currents



NAPC FORUM <director@napcommissions.org>

Required ● Jeanne Willie

✓ Accept ? Tentative ✗ Decline



Fri 4/24/2026 9:28 AM

**i** The organizer has not requested a response for this meeting.

**🕒** Wednesday, July 22, 2026 8:00 AM to Sunday, July 26, 2026 12:00 PM

**📍** Minneapolis Marriott City Center 30 South 7th Street, Minneapolis, Minnesota, 55402, USA

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Leah Quinn,



Your registration for FORUM 2026: Preservation Currents is confirmed!

Thank you for registering for **FORUM 2026: Preservation Currents**, to be held in Minneapolis, MN, July 22-26, 2026.

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NAPC is excited to introduce a **new mobile app** that will house many conference details and real-time updates. Printed programs with summary information will still be available. We hope you'll join us in embracing this new technology which will help NAPC share the most up-to-date information while reducing paper waste. Stay tuned for a link to download the app with additional instructions!

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If you need to make any changes, use your confirmation number to [manage your registration](#).

Confirmation number: **LRN54Y77PDT**

### **PAY LATER DETAILS:**

If you selected the "Pay Later" option, you must make your payment by Monday, July 13th. You have two payment options:

1. Pay by card via the "Manage Your Registration" link above.
2. Pay by check. Please make checks payable to: National Alliance of Preservation Commissions. Mail to: NAPC, PO Box 1011, Virginia Beach, VA 23451

**CHANGE ORDER 2**

**LS A & 27**



April 17, 2026

Mr. Buster Lyons, P.E., MBA  
Senior Project Engineer, Digital Engineering  
3500 U.S. Hwy 190  
Mandeville, LA 70471

**Re: Change Order 2 Recommendation, Lift Stations 27 & A Improvements  
COM Project No. 212.24.002**

Dear Mr. Lyons-

Please find attached Change Order No.2 for the above referenced project. This change order is for additional work items and a credit for fencing that was eliminated from the project per a request from Public Works. The additional work items include:

- Removing the coal tar epoxy coating from the wet well of Lift Station A as it was incompatible with the specified coating system preventing adherence of the coating.
- Additional electrical equipment rack to mount the Automatic Transfer Switch.
- Additional bypass pumping required due to a delay in CLECO providing power to both station sites.

Kyle Associates recommends the change order be accepted in the amount of \$10,290.00.

If you have any questions or require any additional information, do not hesitate to contact this office.

Sincerely,

Kevin M. Drane, P.E.  
Vice President – Water & WW Engineering

Enclosures

**SECTION 00650  
CHANGE ORDER**

**No. 2**

Date of Issuance: April 17, 2026                      Effective Date: April 17, 2026

Owner: City of Mandeville	Owner's Contract No.: 212.24.002
Contract: Lift Stations 27 & A Improvements	Date of Contract: July 31, 2024
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 22086

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

Description:  
Removal of coal tar epoxy from wet well at LS A to allow specified coating to adhere. Additional electrical rack to mount ATS. Additional 10 days of bypass pumping while waiting for CLECO to furnish power.

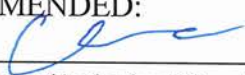
**Attachments (list documents supporting change):**

Request from Evan Conravey in email dated December 3, 2025 attached  
Back up information with cost breakdown attached.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  \$839,900.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): <u>210</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  \$-0-	<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> : Substantial completion (days): <u>-30-</u> Ready for final payment (days): <u>-30-</u>
Contract Price prior to this Change Order:  \$839,900.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>210</u> Ready for final payment (days or date): <u>240</u>
[Increase] [Decrease] of this Change Order:  \$10,290.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>-0-</u> Ready for final payment (days or date): <u>-0-</u>
Contract Price incorporating this Change Order:  \$850,190.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>210</u> Ready for final payment (days or date): <u>240</u>

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u>4/17/26</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
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## Kevin Drane

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**From:** Evan Conravey <EConravey@subtllc.com>  
**Sent:** Wednesday, December 3, 2025 9:20 AM  
**To:** Kevin Drane  
**Cc:** csiverd@cityofmandeville.com; Janine Dupuy  
**Subject:** Lift Stations 27 & A  
**Attachments:** LS 27 & A Change Order Items with Back Up.pdf

Kevin attached are work sheets from my estimating software where I have created the following items:

Item # 19x	Removal of coal tar epoxy from existing LS A wet well	10,330.00
Item # 20x	Required additional electrical wrack for generator transfer switch at LS 27	2,780.00
Item # 21x	Additional By-Pass pumping 10 days at 478.00 a day	4,780.00

Total Cost of additional items            17890.00

Deletion of Fence at LS 27                7600.00

Net change in contract price            10,290.00

There was a coal tar epoxy on LS A that could not be coated over, it had to be removed. We rented a high pressure pressure washer and it took 3 days to remove.

At LS 27 an additional electrical wrack was required for the installation of the transfer switch and the required breakers, this was not on the prints.

At both stations LSA and LS27 we waited on CLECO to furnish us with power. Each station it was about a week. At LS A the delay was caused by the leaning pole and a temporary desire to install an underground service. At LS27 the delay was caused by CLECO needing to run additional lines down Mandeville High Blvd. to make the required change in voltage at the lift station.

Please let me know if you need any additional information to process this extra work. Also, both stations are up and running and the job is substantially complete. The only remaining item is to get the generator tied in to the Atmos gas main and a start up on the generator. This work should be completed in the next 2 weeks.

Respectfully,

Evan T. Conravey  
Managing Member  
Subterranean Construction, LLC  
(985)246-6767 phone  
(985)246-6880 fax

**ITEM SHEET COSTS DETAIL**

**PROJECT: 4238 - LIFT STATION 27 & A IMPROVEMENTS**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/ Day	Days Rq.	Hrs/ Day	Man Hrs	MH/ Unit	Unit Cost	Total Cost
19X Remove Coal Tar Epoxy Liner from Existing Concrte \ Is	1.000	1.000	0.33	3.030	8.00	157.576	157.576	7,616.775	7,616.775

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001 Foreman		1,427.39				
LAB002 Pipe Layer		756.61				
LAB003 Skilled Laborer		664.24				
LAB004 General Laborer		1,205.33				
OPR001 Class A Operator		996.36				
SUP001 Superintendent		879.76				
EQUIP003 Small Bakhoe	769.70					
EQUIP008 Pick Up Truck	242.42					
EQUIP009 Small Tools	290.91					
800PSIPR 800 PSI Pressure Washer					384.05	
<b>Total Costs in Item: 19X</b>	<b>1,303.03</b>	<b>5,929.70</b>	<b>0.00</b>	<b>0.00</b>	<b>384.05</b>	<b>0.00</b>

<b>Totals for Primary Item: 19X</b>	<b>1,303.03</b>	<b>5,929.70</b>	<b>0.00</b>	<b>0.00</b>	<b>384.05</b>	<b>0.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item 19X</b>	<b>3.030</b>	<b>157.576</b>	<b>7,616.775</b>

**Bid Data for Item: 19X**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	10,330.00	10,330.00	7,616.78	2,713.22	
Take-off Qty:	1.00	10,330.60	10,330.00	7,616.78	2,713.22	0.00

**ITEM SHEET COSTS DETAIL**

**PROJECT: 4238 - LIFT STATION 27 & A IMPROVEMENTS**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
20X Additional Electrical Wrack for LS 27	1.000	1.000	0.00	0.000	8.00	0.000	0.000	2,200.000	2,200.000

Item	Equipment	Labor	Material	Other	Rental	Subcontract
ELECRK27 Additional Required Electrical Wrack for I				2,200.00		

Total Costs in Item: 20X		0.00	0.00	0.00	2,200.00	0.00	0.00
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Totals for Primary Item: 20X		0.00	0.00	0.00	2,200.00	0.00	0.00
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	Days Rq.	Man Hrs	Total Cost
Total for Primary Item 20X	0.000	0.000	2,200.000

**Bid Data for Item: 20X**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	2,780.00	2,780.00	2,200.00	580.00	
Take-off Qty:	1.00	2,783.00	2,780.00	2,200.00	580.00	0.00

**ITEM SHEET COSTS DETAIL**

**PROJECT: 4238 - LIFT STATION 27 & A IMPROVEMENTS**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
21X Additional By Pass Pumping	10.000	10.000 day	1.00	10.000	8.00	0.000	0.000	376.929	3,769.292

Item	Equipment	Labor	Material	Other	Rental	Subcontract
BYPASSPMP 8" By-Pass Pump with Stand By for Mand					3,769.29	
<b>Total Costs in Item: 21X</b>	0.00	0.00	0.00	0.00	3,769.29	0.00

<b>Totals for Primary Item: 21X</b>	0.00	0.00	0.00	0.00	3,769.29	0.00
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item 21X</b>	10.000	0.000	3,769.292

**Bid Data for Item: 21X**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	10.00	478.00	4,780.00	3,769.29	1,010.71	
Take-off Qty:	10.00	476.82	4,780.00	3,769.29	1,010.71	0.00

**CHANGE ORDER 3**

**ANTIBES WEST**

**SECTION 00650  
CHANGE ORDER**

**No. 3**

Date of Issuance: 4/22/2026

Effective Date: 4/22/2026

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. 3 is to increase the construction contract amount by \$1,902.60 from \$501,096.90 to \$502,999.50 for price adjustments associated with the cure-in-place (CIPP) liner for drain line segments between DMH 2 and DMH 4. During construction it was discovered the pipe segment between DMH 3 & DMH 4 was 30" in diameter and the pipe segment between DHM 2 & DMH 3 was 42" in diameter. The original scope and bid pricing were based on a CIPP liner size of 36" per the topographic survey data.

Change order no. 3 will also add 60 additional calendar days to the contract time to procure and install the larger CIPP liner materials and complete site restoration & other pending incidental work.

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

Contractor Request for Change dated April 16, 2026; Revised Contract Pay Item Summary

<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>
[ <del>Increase</del> ] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :  \$15,355.90	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial completion (days): <u>90 days</u> Ready for final payment (days): <u>0 days</u>
Contract Price prior to this Change Order:  \$501,096.90	Contract Times prior to this Change Order: Substantial completion (days): <u>120 days - 3/31/2026</u> Ready for final payment (days): <u>150 days - 4/30/2026</u>
[Increase] [ <del>Decrease</del> ] of this Change Order:  \$1,902.60	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial completion (days): <u>60 days</u> Ready for final payment (days): <u>0 days</u>
Contract Price incorporating this Change Order:  \$502,999.50	Contract Times with all approved Change Orders: Substantial completion (days): <u>180 days - 5/30/2026</u> Ready for final payment (days): <u>210 days - 6/29/2026</u>

RECOMMENDED:

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

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

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

ACCEPTED:

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

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

ACCEPTED:

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

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

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

ANTIBES LANE WEST DRAINAGE REPAIRS PROJECT  
 C.O.M. PROJECT NO.: 700.26.004  
 A/E PROJECT NO.: 576-2003.01  
 CHANGE ORDER NO. 3 - CONTRACT PAY ITEM SUMMARY

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
01050-01	Pre-Construction Site Condition & Video Survey	1.00	LS	\$ 7,500.00	\$ 7,500.00
10020-01	Mobilization	1.00	LS	\$ 50,000.00	\$ 50,000.00
10010-01	Temporary Erosion & Sediment Control	1.00	LS	\$ 15,000.00	\$ 15,000.00
20000-01	Removal of Drainage Pipe (Over 30" Dia., All Materials)	55.00	LF	\$ 40.00	\$ 2,200.00
20000-02	Removal of Concrete Pavement	100.00	SY	\$ 40.00	\$ 4,000.00
20000-03	Tree Removal	2.00	EA	\$ 1,500.00	\$ 3,000.00
20000-04	Selective Removal of Fencing	1.00	LS	\$ 500.00	\$ 500.00
20010-01	Sheeting, Shoring, and Bracing	1.00	LS	\$ 137,500.00	\$ 137,500.00
70010-01	36" Drain Pipe (RCP)	55.00	LF	\$ 1,750.00	\$ 96,250.00
70020-01	Modify Existing Catch Basin (Brick) DMH 2	1.00	EA	\$ 5,000.00	\$ 5,000.00
70060-01	Sodding (Bermuda)	220.00	SY	\$ 15.00	\$ 3,300.00
70060-02	Topsoil (4" Thick)	220.00	SY	\$ 5.00	\$ 1,100.00
70510-01	Mobilization / Setup For CIPP Lining	1.00	LS	\$ 20,000.00	\$ 20,000.00
70510-02	Cleaning and Dewatering for CIPP Lining	221.00	LF	\$ 20.00	\$ 4,420.00
70510-03	Video Inspection/Radial View Camera	221.00	LF	\$ 70.00	\$ 15,470.00
70510-04	Additional Setup for TV Inspection	1.00	EA	\$ 1.00	\$ 1.00
70510-05	Insertion of 12.0 MM CIPP in 36" PIPE	221.00	LF	\$ 300.00	\$ 66,300.00
70510-05 (CO#3)	Insertion of 12.0 MM CIPP in 36" PIPE (Credit)	(221.00)	LF	\$ 300.00	\$ (66,300.00)
70510-05A (CO#3)	Insertion of 12.0 MM CIPP in 30" PIPE	50.00	LF	\$ 280.54	\$ 14,027.00
70510-05B (CO#3)	Insertion of 12.0 MM CIPP in 42" PIPE	170.00	LF	\$ 318.68	\$ 54,175.60
70510-06	Additional 1.5 MM Thickness for 36" CIPP	1105.00	LF	\$ 40.00	\$ 44,200.00
X-001	Replacement of Wood Fencing	1.00	LS	\$ 10,000.00	\$ 10,000.00
X-002 (CO#2)	Additional Equipment & Labor for CLECO Relocation	1.00	LS	\$ 15,355.90	\$ 15,355.90
				<b>Total Cost:</b>	<b>\$ 502,999.50</b>



April 16, 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 new unit prices for the 30-inch and 42-inch CIPP.

**NEW UNIT PRICE FOR 30-INCH CIPP = \$280.54**

**NEW UNIT PRICE FOR 42-INCH CIPP = \$318.68**

The new unit price for the 30-inch CIPP includes a credit of \$19.46 per LF. The additional thickness unit prices are not changing. Please Process this change order and add 28 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
NEW UNIT PRICE FOR 30" CIPP	

<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
36" CREDIT	50	LF	\$ (19.46)	\$ (973.00)
INSERTION OF 12.0 mm CIPP 36" PIPE	50	LF	\$ 300.00	\$ 15,000.00
<b>SUBTOTAL</b>				<b>\$ 14,027.00</b>

DIRECT LABOR				\$ -
INSUR, SS, ETC... (57.53%)				\$ -
DIRECT LABOR MARKUP (15%)				\$ -
MATERIAL				\$ -
MATERIAL MARKUP (10%)				\$ -
EQUIPMENT				\$ -
EQUIPMENT MARKUP (10%)				\$ -
SUBCONTRACTOR				\$ 14,027.00
SUBCONTRACTOR MARKUP (5%)				\$ -
BOND 1.2%				\$ -
<b>TOTAL</b>				<b>\$ 14,027.00</b>
<b>TOTAL LF PRICE FOR 30" CIPP</b>	<b>50</b>	<b>LF</b>	<b>\$ 280.54</b>	

CHANGE ORDER PROPOSAL		CC-295 245 ANTIBES LN W		
NEW UNIT PRICE FOR 42" CIPP				
<b>LABOR</b>				
	<b>NUMBER</b>	<b>HRS</b>	<b>RATE</b>	<b>EXTENSION</b>
FOREMAN	1	20	\$ 42.00	\$ 840.00
LABORER	1	40	\$ 23.00	\$ 920.00
HEAVY OPERATOR	1	40	\$ 35.00	\$ 1,400.00
<b>SUBTOTAL</b>				<b>\$ 3,160.00</b>

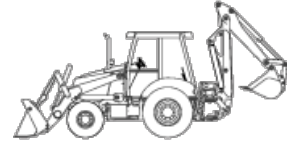
<b>MATERIAL</b>				
	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
				\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

<b>EQUIPMENT</b>				
	<b>NUMBER</b>	<b>HOURS/DAYS</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
CAT 420	1	20	\$ 69.29	\$ 1,385.80
4-INCH PUMP	2	4	\$ 150.00	\$ 1,200.00
P.U. TRUCK	1	20	\$ 27.72	\$ 554.40
<b>SUBTOTAL</b>				<b>\$ 3,140.20</b>

<b>ADDITIONAL ACTIVITY</b>				
	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>EXTENSION</b>
42" CIPP	170	LF	\$ 250.00	\$ 42,500.00
<b>SUBTOTAL</b>				<b>\$ 42,500.00</b>

DIRECT LABOR				\$ 3,160.00
INSUR, SS, ETC... (57.53%)				\$ 1,817.95
DIRECT LABOR MARKUP (15%)				\$ 474.00
MATERIAL				\$ -
MATERIAL MARKUP (10%)				\$ -
EQUIPMENT				\$ 3,140.20
EQUIPMENT MARKUP (10%)				\$ 314.02
SUBCONTRACTOR				\$ 42,500.00
SUBCONTRACTOR MARKUP (5%)				\$ 2,125.00
BOND 1.2%				\$ 642.37
<b>TOTAL</b>				<b>\$ 54,173.54</b>
<b>TOTAL PER LF 42" CIPP</b>	170	LF	\$ 318.68	

**Adjustments for CAT 420F in Tractor-Loader-Backhoe**
**Caterpillar 420F (disc. 2017)**  
 Tractor-Loader-Backhoes

 Size Class:  
**13.5 - 14.4 ft**  
 Weight:  
 N/A

**Configuration for 420F (disc. 2017)**

Drive	<b>4WD</b>	Horsepower	<b>93 hp</b>
Operator Protection	<b>ROPS/FOPS</b>	Power Mode	<b>Diesel</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$6,230.00	USD \$1,745.00	USD \$435.00	USD \$65.00	USD \$33.96	USD \$69.36
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2014: 99.81%)	(USD \$11.65)	(USD \$3.26)	(USD \$0.81)	(USD \$0.12)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$6,218.35</b>	<b>USD \$1,741.74</b>	<b>USD \$434.19</b>	<b>USD \$64.88</b>	<b>USD \$33.96</b>	<b>USD \$69.29</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$17.23
Idling Rate	USD \$48.70

**Rate Element Allocation**

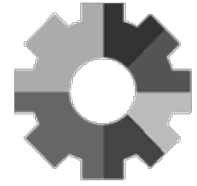
Element	Percentage	Value
Depreciation (ownership)	21.99%	USD \$1,370.00/mo
Overhaul (ownership)	51.24%	USD \$3,192.01/mo
CFC (ownership)	15.17%	USD \$944.93/mo
Indirect (ownership)	11.61%	USD \$723.06/mo
Fuel (operating) @ USD 3.70	39.37%	USD \$13.37/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (christian@commandindustries.com)

**Rental Rate Blue Book®**
**Ford SUPER DUTY F-250 XL 4X4 GAS**  
 Light Duty Trucks

 Size Class:  
 2  
 Weight:  
 N/A

**Configuration for SUPER DUTY F-250 XL 4X4 GAS**

Power Mode	<b>Gasoline</b>	Wheelbase	<b>142 Inches</b>
Model Trim	<b>XL</b>	Gross Vehicle Weight Rating	<b>10000 Pounds</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$2,750.00	USD \$770.00	USD \$195.00	USD \$29.00	USD \$12.55	USD \$28.17
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2022: 97.06%)	(USD \$80.94)	(USD \$22.66)	(USD \$5.74)	(USD \$0.85)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$2,669.06</b>	<b>USD \$747.34</b>	<b>USD \$189.26</b>	<b>USD \$28.15</b>	<b>USD \$12.55</b>	<b>USD \$27.72</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$9.09
Idling Rate	USD \$19.58

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	28.1%	USD \$772.73/mo
Overhaul (ownership)	40.08%	USD \$1,102.29/mo
CFC (ownership)	14.99%	USD \$412.14/mo
Indirect (ownership)	16.83%	USD \$462.85/mo
Fuel (operating) @ USD 3.72	35.14%	USD \$4.41/hr

Revised Date: 2nd quarter 2026

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The equipment represented in this report has been exclusively prepared for (christian@commandindustries.com)

September 26, 2024

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

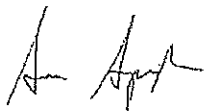
RE: Bond Rate

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>

**Total Tax and Insurance Burden 57.53**

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

**CHANGE ORDER 4**

**2024 S&W**

**SECTION 00650  
CHANGE ORDER**

**No. 4**

Date of Issuance: 5/4/2026

Effective Date: 5/4/2026

Owner: City of Mandeville	Owner's Contract No.: 211.21003/212.21.003
Contract: 2024 Sewer & Water Maintenance Contract	Date of Contract: 11/06/2024
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 576-2003.02

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

Description: Change Order No. 4 is to add the below indicated new pay items X-003 & X-004 for additional scope items not included in the original contract.

- X-003 Flowable Fill (LA 22 Drainage Water Main Crossings) @ \$25.00 per Linear Foot
- X-004 CIPP Liner Internal Seal @ \$3,460.00 per Each

The new X-003 pay item is to have the city maintenance contractor install flowable fill in existing water mains to be abandoned across LA 22 once the new water mains are installed not to be conflict with the ongoing drainage improvements. New pay item X-004 is for city authorized work to install internal CIPP liner seals for sewer service laterals no longer active on Coffee Street.

**Attachments (list documents supporting change)**

Work change directive no. 2 with pay item cost details X-003 & X-004

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Aggregate Limit: <b><u>\$4,000,000.00</u></b>	Original Contract Times: <b>3 calendar years</b> (1-year w/ two (2) - 1 year renewal options) Original Contract Expiration: 11/06/2025
Increase from previously approved Change Orders: <b><u>\$0.00</u></b>	Increase from previously approved Change Orders: <b>N/A</b>
Contract Price prior to this Change Order: <b><u>\$4,000,000.00</u></b>	Contract Times prior to this Change Order: <b>3 calendar years</b>
Increase of this Change Order: <b><u>\$0.00</u></b>	Increase of this Change Order: <b>N/A</b>
Contract Price incorporating this Change Order: <b><u>\$4,000,000.00</u></b>	Contract Times with all approved Change Orders: <b>3 calendar years</b> Current Contract Expiration: 11/06/2026 (Year 2)

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By: Buster Lyons, P.E. Buster Lyons...

Cliff Simerl

Title: Project Manager

Eng Asst

Date: 4/27/2026

4/27/26

**ITEM SHEET COSTS DETAIL**

PROJECT: 4244 - 2024 WATER & SEWER MAINTENANCE CONTRACT

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/ Day	Days Rq.	Hrs/ Day	Man Hrs	MH/ Unit	Unit Cost	Total Cost
X-004 Internal Seal 10" CIPP	4.000	4.000 ea	0.00	0.000	8.00	0.000	0.000	2,600.000	10,400.000

Item	Equipment	Labor	Material	Other	Rental	Subcontract
INTSL10 BLD to Install 10" Internal Seal						10,400.00
<b>Total Costs in Item: X-004</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,400.00</b>

<b>Totals for Primary Item: X-004</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,400.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item X-004</b>	<b>0.000</b>	<b>0.000</b>	<b>10,400.000</b>

Bid Data for Item: X-004

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	4.00	3,460.00	13,840.00	10,400.00	3,440.00	
Take-off Qty:	4.00	3,463.20	13,840.00	10,400.00	3,440.00	0.00

**ITEM SHEET COSTS DETAIL**

**PROJECT: MANDEVILLE HWY 22 FLOW FILL**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
FF001 Flow Fill Existing Pipes	230.000	230.000	230.00	1.000	8.00	32.000	0.139	19.033	4,377.555

Item	Equipment	Labor	Material	Other	Rental	Subcontract	
LAB001 Foreman		217.20					
LAB002 Pipe Layer		259.84					
LAB003 Skilled Laborer		229.36					
LAB004 General Laborer		194.88					
OPR001 Class A Operator		164.40					
EQUIP003 Small Bakhoe			254.00				
EQUIP008 Pick Up Truck			100.00				
EQUIP009 Small Tools			96.00				
FLOW FILL Pumpable Flow Fill				1,009.47			
CONCPMP Subcontractor to line pump grout						250.00	
LINEPMPMB Mobilization for Line pump						700.00	
FITT8CP 6" x 2" Tapped Cap				496.00			
FITT4X2CP 4" x 2" Tapped Cap				406.41			
<b>Total Costs in Item: FF001</b>		<b>450.00</b>	<b>1,065.68</b>	<b>1,911.88</b>	<b>0.00</b>	<b>0.00</b>	<b>950.00</b>

Totals for Primary Item: FF001      450.00      1,065.68      1,911.88      0.00      0.00      950.00

	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item FF001</b>	<b>1.000</b>	<b>32.000</b>	<b>4,377.555</b>

**Bid Data for Item: FF001**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	230.00	25.00	5,750.00	4,377.56	1,372.44	
Take-off Qty:	230.00	24.11	5,750.00	4,377.56	1,372.44	0.00

**SUB COMPLETION**

**HARBOR GAZEBO**

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

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Project: HARBOR GAZEBO IMPROVEMENTS

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Owner: City of Mandeville

Owner's Contract No.: 100.23.002

Contractor: Scottmoore, LLC

Architect's Project No.: 22026

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

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

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**APRIL 10, 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 [~~tentative~~] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

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n/a

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Contractor's Amended Responsibilities:

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

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Field Report and Punchlist dated April 10, 2026, with Punchlist work valuation of \$22,750.

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

*Vaughan Sollberger*

April 13, 2026

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Executed by Architect

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Date

---

Accepted by Contractor

---

Date

---

Accepted by Owner

---

Date



235 Girod Street, Mandeville, Louisiana  
985.674.3077 www.kvsarchitecture.com

**PUNCHLIST**

**HARBOR GAZEBO IMPROVEMENTS**

City of Mandeville Project # 100.23.002  
139 Jackson Avenue, Mandeville, LA 70448

Date: April 10, 2026, 10:00 am  
Conditions: 72d, Sunny

**Attendees:**

Lauren LeBlanc	City Planner / Floodplain Administrator
Clif Siverd	City of Mandeville Public Works
Steven Babin	City of Mandeville Public Works
CJ Boynes	DEII, Field Inspector
Oel Scott	Scottmoore
Susan Moore	Scottmoore
Anthony Cola	Scottmoore
Willie McCorkle	M2M Qapital
Vaughan Sollberger	KVS architecture

Parties met to observe and coordinate project punchlist toward completion.  
**The following was observed and discussed:**

BUILDING PUNCHLIST is the following:

<u>LISTED ITEM</u>	<u>COST TO COMPLETE</u>
--------------------	-------------------------

**General items observed:**

- |  |                     |
|--|---------------------|
| 1. Benches not assembled, not installed  | \$ 4,000            |
| 2. Gazebo Railings not completed, finish welds not ground smooth, finish coats not applied,<br>All exposed fasteners must be galvanized, not zinc coated | \$ 4,000            |
| 3. Silicone fittings required at Electrical Pull Box not installed   | \$ 500              |
| 4. Red concrete not installed at u/g electrical service  | \$ 500              |
| 5. Utility pedestal electrical covers not installed  | \$ 500              |
| <del>6. Electrical Final Inspection not conducted</del>  | <del>\$ 1,500</del> |
| 7. Existing bolts in Gazebo slab not flush with deck, not patched  | \$ 2,500            |

8.	Gazebo slab and deck not cleaned, clear sealer not installed	\$ 3,500
9.	Utility trenches not flush with bulkhead waler	\$ 1,000
10.	<b>Touch up paint req'd at Electrical Closet</b> (Exterior near railing welds)	\$ 500
11.	Final Site Cleanup & Closeout	\$ 3,500
12.	Remove Temp. Toilet	\$ 250
13.	Provide Maintenance Instructions and Warranties.	\$ 1,500
14.	Final As-Built Drawings	<u>\$ 500</u>
	PUNCHLIST VALUATION	\$ 22,750

**END OF PUNCHLIST.**

**RES 26-14**

**SPONSORED BY COUNCIL MEMBER ZUCKERMAN; MOTIONED FOR  
ADOPTION BY COUNCIL MEMBER \_\_\_\_\_ AND SECONDED FOR  
ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 26-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MANDEVILLE AND WAGGONNER & BALL, INC. AND PROVIDING  
FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, on May 15, 2023, the City of Mandeville and Waggonner & Ball, Inc. entered into a professional services agreement for programming, survey, geotechnical engineering, environmental, architecture, civil engineering, and landscape design work for the Police Department Building Design; and

**WHEREAS**, it was discovered during the design process that additional asbestos inspection and testing services will be needed prior to demolition work and these additional services fees will include the costs associated with the development of the asbestos abatement design basis and a hazardous materials demolition and disposal scope of work; 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 the attached Amendment No.2 of the professional services agreement with Waggonner & Ball, Inc. to allow the original contract an increase of \$9,988.00 (from \$677,036.00 to \$687,024.00) to provide for the added scope asbestos abatement, demolition and disposal services needed on behalf of the City of Mandeville.

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

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

and the resolution was declared adopted this 14th day of May, 2026.

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Alicia Watts  
Clerk of Council

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Jason Zuckerman  
Council Chairman



**AIA**<sup>®</sup>

# Document G802<sup>®</sup> – 2017

## ***Amendment to the Professional Services Agreement***

**PROJECT:** *(name and address)*  
Mandeville Police Station  
1870 US-190  
Mandeville, LA 70448

**AGREEMENT INFORMATION:**  
Date: May 15, 2023

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
Date: April 13, 2026

**OWNER:** *(name and address)*  
City of Mandeville  
3101 E Causeway Approach  
Mandeville, LA 70448

**ARCHITECT:** *(name and address)*  
Waggonner & Ball, Inc.  
1111 Foucher Street, Suite 3A  
New Orleans, LA 70115

The Owner and Architect amend the Agreement as follows:

Item No. 1: Revise costs for Supplemental Services to reflect actual compensation paid for completed services or revised costs based on updated scope.

Original Text, as previously amended in Amendment No. 001:

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Programming	\$25,000.00
Civil Engineering	\$19,500.00
Landscape Design	\$19,500.00

Topographic Survey      Surveyor's cost, plus Architect's 10% mark-up:  
Surveyor's cost not to exceed \$7,400.00 without prior approval.

Geotechnical Engineering      Engineer's cost, plus Architect's 10% mark-up:  
Engineer's cost not to exceed \$16,900.00 without prior approval.

Environmental Engineering for Hazardous Materials Inspection  
Engineer's Cost, plus Architect's 10% mark-up;  
Engineer's cost not to exceed \$10,500.00 without prior approval.

Wetlands Delineation      Consultant's cost, plus Architect's 10% mark-up:  
Consultant's cost not to exceed \$1,750.00 without prior approval.

Revised Text:

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Programming	\$25,000.00
-------------	-------------

Civil Engineering \$19,500.00  
Landscape Design \$19,500.00

Topographic Survey Surveyor's cost, plus Architect's 10% mark-up:  
Surveyor's cost not to exceed \$7,400.00 without prior approval.

Geotechnical Engineering Engineer's cost, plus Architect's 10% mark-up:  
Engineer's cost not to exceed \$16,900.00 without prior approval.

Environmental Engineering for Hazardous Materials Inspection  
Engineer's Cost, plus Architect's 10% mark-up;  
Engineer's cost not to exceed \$19,580.00 without prior approval.

Wetlands Delineation Consultant's cost, plus Architect's 10% mark-up:  
Consultant's cost not to exceed \$1,750.00 without prior approval.

Item No. 5: Revise Scope of the Agreement to update Exhibit D - Architect's Fee Schedule to reflect actual compensation paid for completed services or revised costs based on updated scope. The AIA Document B101-2017 and Exhibits are unchanged.

Original Text, as previously amended in Amendment No. 001:

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only be written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101-2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

[ X ] Other Exhibits incorporated into this Agreement:

Exhibit A - Estimate of the Cost of the Work  
Exhibit B - Louisiana State Fee Schedule  
Exhibit C - Waggoner & Ball, Inc. - 2024 Rate Schedule

Revised Text:

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only be written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101-2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

[ X ] Other Exhibits incorporated into this Agreement:

Exhibit A - Estimate of the Cost of the Work

Exhibit B - Louisiana State Fee Schedule

Exhibit C - Waggoner & Ball, Inc. - 2024 Rate Schedule

Exhibit D - Architect's Fee Schedule, dated April 3, 2026

Exhibit E - Leaaf Environmental. LLC AIA Document C401-2017 Standard Form of Agreement Between Architect and Consultant and AIA Document G803-2017 Amendment to the Consultant Services Agreement

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The Architect's compensation for Supplemental Services Services shall be increased from \$104,205.00 to \$114,193.00. The Architect's compensation for Basic Services is unchanged by this Amendment. Refer to the revised Architect's Fee Schedule attached as Exhibit D.

Schedule Adjustment:

A revised design schedule will be submitted upon execution of this Amendment.

ARCHITECT (Signature)

BY: Andrew Sternad, Vice President, Principal, Business Unit Leader

(Printed name, title, and license number if required)

April 15, 2026

Date

OWNER (Signature)

(Printed name and title)

Date

## Exhibit D – Architect’s Fee Schedule Mandeville Police Station

Project No. WB 230072 / City of Mandeville 100.21.018  
Date April 13, 2026  
To City of Mandeville  
From Waggonner & Ball, Inc.  
Subject Mandeville Police Station, Amendment No. 002

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The Architect’s Fee, including Basic and Supplemental Services, is calculated as follows.

Fee for Basic Services, as calculated in Amendment No. 001:	\$572,831.00
Fee for Supplemental Services:	
Programming	\$ 25,000.00
Civil Engineering	\$ 19,500.00
Landscape Design	\$ 19,500.00
Topographic Survey *	\$ 8,140.00
Geotechnical Engineering *	\$ 18,590.00
<b>Environmental Engineering (revised as part of Amendment No. 002) *</b>	<b>\$ 21,538.00</b>
Wetlands Delineation *	\$ 1,925.00
<b>Total Fee, as of Amendment No. 002, dated April 3, 2026</b>	<b>\$687,024.00</b>

\* Fees for Supplemental Services by consultants include the Architect’s 10% markup per Contract.



**AIA**® Document C401® – 2017

*Standard Form of Agreement Between Architect and Consultant*

AGREEMENT made as of the 26 day of March in the year 2025  
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect:  
(Name, legal status, address and other information)

Waggonner & Ball, Inc.  
2200 Prytania Street  
New Orleans, LA 70130

and the Consultant:  
(Name, legal status, address and other information)

Leaaf Environmental, LLC  
2301 Whitney Avenue  
Gretna, LA 70056

Consultant's discipline:

Environmental Survey including asbestos survey, lead-based paint survey, and hazardous materials survey.

Consultant's Designated Representative:  
(Name, address and other information)

Madeline Dickson  
Leaaf Environmental, LLC  
2301 Whitney Avenue  
Gretna, LA 70056  
504-342-2687

Architect's Designated Representative:  
(Name, address and other information)

Emily Hayden Palumbo  
Waggonner & Ball, Inc.  
2200 Prytania Street  
New Orleans, LA 70130  
504-524-5308 (office); 504-684-1758 (direct)

The Architect has made an agreement, hereinafter known as the Prime Agreement, dated:  
(In words, indicate month, day and year of the Prime Agreement.)

May 15, 2023

with the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Mandeville  
3101 E. Causeway Approach

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Mandeville, LA 70448  
for the following Project:  
*(Include detailed description of Project, location, address and scope.)*

The project includes the construction of a new police station building (the Mandeville Police Station) and site improvements for the Mandeville Police Department, to be located within Paul Cordes Park in Mandeville, Louisiana.

The Architect and the Consultant agree as follows.



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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSULTANT'S RESPONSIBILITIES
3	SCOPE OF CONSULTANT'S SERVICES
4	ADDITIONAL SERVICES
5	ARCHITECT'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION AND SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 A copy of the Architect's agreement with the Owner for the Project, referred to as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the following:

*(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3 of this Agreement.)*

**Asbestos Survey**

Consultant will perform an Asbestos Survey with a certified Louisiana Department of Environmental Quality (LDEQ) Asbestos Inspector as required by the Louisiana Administrative Code, Title 33: Part III regulations. Consultant will conduct a physical site visit to obtain bulk samples of suspect asbestos containing materials (ACM) in the areas identified by the Client and based on the limitations identified in the assumptions. Consultant estimates that 75 analyses will be required to characterize the homogeneous materials in and/or on the building(s). Samples will be sent to a Louisiana Environmental Laboratory Accreditation Program (LELAP) accredited laboratory for analysis by polarized light microscopy (PLM). Consultant will request a standard (48 hr) turnaround time for analytical results from receipt by the laboratory. A report will be developed within approximately five (5) business days of receipt of analytical results from the laboratory. The report will be provided in soft copy PDF format and sent via email. Consultant will typically inform the Client of the results verbally and/or via email prior to the development and submittal of the report.

**Lead-Based Paint (LBP) Survey**

Consultant will perform a Lead-Based Paint (LBP) Survey to test painted components of the building using a certified Louisiana Department of Environmental Quality (LDEQ) Lead Inspector as required by the Louisiana Administrative Code, Title 33: Part III regulations. Consultant will conduct a physical site visit to test painted components of the building(s) in the areas identified by the Client and based on the limitations identified in the assumptions. The inspection will be conducted using a Heuresis Pb 200i portable X-ray Fluorescence Spectroscopy (XRF); therefore,

physical samples and analysis will not be required. A report will be developed within approximately five (5) business days of the initial site visit. The report will be provided in soft copy PDF format and sent via email. Consultant will typically inform the Architect of the results verbally and/or via email prior to the development and submittal of the report.

### **Hazardous Materials Survey**

As there are no current EPA or LDEQ regulations for hazardous materials surveys, Consultant will complete a Hazardous Materials Survey and inventory in accordance with industry standards. Consultant will conduct a physical site visit to survey the building(s) for hazardous materials in the areas identified by the Client and based on the limitations identified in the assumptions. Consultant will conduct a visual survey to identify if hazardous materials are present and catalog their approximate quantities and general locations. The hazardous materials survey will identify any potential items that would require special handling, packaging, transportation, and disposal. Typical hazardous materials include PCBs, medical waste and equipment, mercury, e-waste, white waste, paints, chemicals, etc. Physical samples and analysis will not be required. A report will be developed within approximately five (5) business days of completion of the site visit. The report will be provided in soft copy PDF format and sent via email. Consultant will typically inform the Client of the results verbally and/or via email prior to the development and submittal of the report.

### **Assumptions/Limitations**

- Work will be performed during normal business hours, Monday through Friday.
- One (1) site visit will be needed to complete the initial inspections field work.
- Unlimited access to all areas of the property will be provided upon arrival at the site. Any areas that Consultant is unable to access or are considered unsafe will be noted in the final report and Consultant will not be responsible for any hazardous materials, lead, or asbestos-containing materials discovered in those areas.
- All analytical turnaround is from receipt by the laboratory. Samples are typically shipped via FedEx and delivered to the lab by the next business day. Consultant is not liable for any shipping delays.
- The laboratory may break the asbestos samples down into multiple layers if multiple layers are seen in the microscope. If separate layers are analyzed, the additional layers may be charged as a separate sample analysis.
- In the event that PLM analysis results for asbestos bulk samples fall between 1 to 5 percent asbestos content, Consultant may recommend additional point count analysis to verify more accurately whether asbestos content meets the 1% limit for asbestos-containing material.
- As the building is occupied at the time of the survey, the inspection will be non-destructive. Non-destructive inspections will be limited to those materials that do not require the demolition of any surfaces to access the suspect material (i.e. wall chases to access enclosed pipes, demolition of brick facade). Consultant's inspector will try to collect samples in areas that minimize the evidence of the sample collected (i.e. sheetrock sample above suspended ceilings or behind electrical outlet covers, floor samples in closets or under carpet, etc.). As the sampling is destructive in nature, Leaaaf will not assume responsibility for the repair of any sample locations during the course of the inspection.
- A 10' ladder will be sufficient to access suspect materials.
- The Target Property does not qualify as a "state building" as defined by Ch. 27 of the LA 33:III regulations (a building, or portion thereof, owned, used, or leased by the state of Louisiana or state agency as defined in R.S. 13:5102) and therefore does not require an asbestos management plan. This project does not qualify to be regulated under LAC 33: III, Ch. 27 Asbestos-Containing Materials in Schools and State Buildings or LAC 33: III, Ch. 28 Lead-Based Paint Activities.
- In the event that asbestos sampling is not required, or fewer than 75 samples are required, following physical site survey, Consultant's fee shall be reduced according to a per sample fee of \$18.00 per sample.

§ 1.3 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Insofar as applicable to this Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

§ 1.4 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under this Agreement and is not an employee, agent, or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

§ 1.5 Except as otherwise authorized by the Architect, all communications between the Consultant and the Owner, Contractor, or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

§ 1.6 If applicable, the Architect and Consultant agree to share the costs and expenses incurred in marketing, promotion, display, and procurement of this Project as follows:

Not Applicable.

§ 1.7 If applicable, the Architect and Consultant agree to share professional credit for the Project as follows:

Not Applicable

§ 1.8 The other consultants to be retained by the Architect are as follows:  
*(List disciplines and, if known, names, addresses and other information.)*

Morphy Makofsky, Inc.  
336 N. Norman C. Francis Parkway  
New Orleans, LA 70119  
Structural Engineering

Synergy Consulting Engineers, LLC  
805 Howard Avenue, Suite 101  
New Orleans, LA 70113  
Mechanical and Electrical Engineering

§ 1.9 The subconsultants to be retained by the Consultant are as follows:  
*(List disciplines and, if known, names, addresses and other information.)*

Not Applicable.

§ 1.10 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If the standard of care set forth in the Prime Agreement for the Architect's services differs from the standard of care set forth in this Section for the Consultant's services, the Consultant shall perform its services consistent with the standard of care in the Prime Agreement.

§ 2.2 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to This Portion of the Project, and key personnel who will perform the Consultant's services. The Consultant shall not replace its identified representative or key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 2.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports, and the services of other consultants that should be obtained for the proper execution of the Consultant's services. The Consultant shall review the information provided by the Architect and shall promptly notify the Architect if the Consultant needs further information to perform its services.

§ 2.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of the Project.

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications, and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage. Coverage shall be primary and non-contributing and shall include a Waiver of Subrogation in favor of the Owner and Architect.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than \$1,000,000.00 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Coverage shall be primary and non-contributing and shall include a Waiver of Subrogation in favor of the Owner and Architect. In the event the Consultant does not carry commercial Automobile Liability coverage, then Consultant agrees to not use personal vehicles for any project-related travel, but instead to lease a vehicle and purchase the rental insurance made available by the leasing company.

§ 2.8.3 The Consultant may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation: \$1,000,000.00. Coverage shall include a Waiver of Subrogation in favor of the Owner and Architect.

§ 2.8.5 Employers' Liability with policy limits not less than (\$1,000,000) each accident, each employee, policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$1,000,000.00 per claim. Coverage shall include a Waiver of Subrogation in favor of the Owner and Architect.

§ 2.8.6 Contractor's Pollution Liability with limits of \$1,000,000.00 covering environmental pollution or damage arising as a result of the Consultants' operations, including, but not limited to, hazardous materials handling, or identification and/or remediation of lead-based paint, mold, or asbestos.

§ 2.8.7 Property/Equipment Insurance covering the replacement cost of field or mobile equipment owned, leased, or used by the Consultant.

§ 2.8.8 Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Architect as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Architect's and Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.9 Certificates of insurance shall include the Architect as the Certificate Holder and shall include in the Description section the Project Name, Project Number, and Project Location and any other information required by the Architect.

§ 2.8.10 The Consultant shall provide to the Architect certificates of insurance evidencing compliance with the requirements in this Section 2.8.

### ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement. The Consultant shall provide its services in the phases and sequences directed by the Architect, and subject to the same standards and provisions that the Architect is required to meet under the Prime Agreement, unless otherwise described below.

*(Paragraph deleted)*

§ 3.1.2 Set forth below any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.

Not Applicable.

§ 3.2 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.3 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.4 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant, if any.

§ 3.5 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.6 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project that does not conform to the Contract Documents or whether additional inspection or testing is required.

#### ARTICLE 4 ADDITIONAL SERVICES

Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. The Architect has no obligation to compensate the Consultant for any Additional Services performed without such written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Article 4 shall entitle the Consultant to compensation pursuant to Section 11.2.

#### ARTICLE 5 ARCHITECT'S RESPONSIBILITIES

§ 5.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project.

§ 5.2 The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Architect shall not replace its identified representative without the approval of the Consultant, which shall not unreasonably be withheld.

§ 5.3 On the Consultant's request, for design and coordination of This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and other information on equipment designed, specified or furnished by others.

§ 5.4 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 5.5 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of the Cost of the Work as submitted to, or received from, the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, to the extent they pertain to this Portion of the Project, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 5.6 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

§ 5.7 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

§ 5.8 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Consultant. The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 5.9 Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is defined as set forth in the Prime Agreement.

§ 6.2 The Consultant shall review or prepare estimates of the Cost of the Work for This Portion of the Project to the extent such services are required of the Architect in the Prime Agreement.

§ 6.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget

related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Upon execution of this Agreement, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement.

§ 7.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 7.3 The Consultant shall maintain on file, and make available to the Architect, design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement, except that if the claim, dispute or other matter in question is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with the procedures set forth in Section 8.2 and, if applicable, Section 8.3. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.

§ 8.1.2 The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. The Consultant's obligation to indemnify and hold harmless the Architect and its officers and employees does not include a duty to defend.

§ 8.1.3 The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold harmless the Consultant and its officers and employees does not include a duty to defend.

§ 8.1.4 Disputes between the Architect and Consultant arising out of the Owner's acts, omissions or responsibilities under the Prime Agreement shall be resolved in accordance with the binding dispute resolution method in the Prime Agreement. In the event of such a dispute, the Consultant shall be entitled to relief only to the same extent and according to the same provisions as the Architect is entitled to recover from the Owner after deduction for the Architect's costs incurred in presenting and litigating or arbitrating the claim, including legal fees, normal overhead costs and apportionment to other affected consultants.

##### § 8.2 Mediation

§ 8.2.1 If claims, disputes or matters in question are unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then such claims, disputes or matters in question shall be subject to mediation as a condition precedent to the method of binding dispute resolution set forth below. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed

pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to the terms and conditions set forth in Section 8.3.
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Architect and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Architect and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Architect and Consultant under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except as otherwise provided below, the Architect may terminate this Agreement or suspend the Consultant’s services pursuant to the same terms and conditions, other than the amount of any Termination Fee or Licensing Fee set forth in the Prime Agreement, under which the Owner may terminate the Prime Agreement or suspend the Architect’s services under the Prime Agreement. Additionally, the Consultant may terminate this Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 9.1.1 Except as provided in Section 9.1.2, in the event of termination of this Agreement not due to the fault of the Consultant, the Architect shall pay the Consultant a Termination Fee and, for the Architect’s continued use of the Consultant’s Instruments of Service, a Licensing Fee as set forth below:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Not Applicable.

.2 Licensing Fee:

Not Applicable.

§ 9.1.2 Notwithstanding Section 9.1.1, in the event of termination of this Agreement due to the Owner’s termination of the Prime Agreement for the Owner’s convenience, and if the Architect receives payment of a Termination Fee and Licensing Fee from the Owner, the Architect shall pay the Consultant a Termination Fee and, for the Owner’s continued use of the Consultant’s Instruments of Service, a Licensing Fee as set forth below:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Not Applicable.

.2 Licensing Fee:

Not Applicable.

§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the same laws governing the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in the Prime Agreement.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 If the Consultant or Architect receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.6.1.

§ 10.6.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.6.

§ 10.7 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant's Services as described under Article 3, the Architect shall compensate the Consultant as follows:

*(Insert amount of, or basis for, compensation.)*

The fee for environmental survey scope, including asbestos survey, lead-based paint survey, and hazardous materials survey, shall not exceed \$10,500.00 without prior written approval.

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:

*(Insert amount of, or basis for, compensation.)*

As agreed upon prior to performance of Additional Services.

§ 11.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus percent ( %), or as otherwise stated below:

As agreed upon prior to performance of Additional Services.

§ 11.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

As agreed upon prior to performance of work to be billed hourly.

Employee or Category

Rate

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and listed in the Prime Agreement plus zero percent ( 0 %)

of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant's services and Additional Services.

§ 11.6 PAYMENTS TO THE CONSULTANT

§ 11.6.1 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.

§ 11.6.2 Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to the amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not Applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

§ 13.2 This Agreement is comprised of the following documents:

- .1 AIA Document C401™-2017, Standard Form Agreement Between Architect and Consultant;
- .2 Prime Agreement between the Owner and Architect, including all applicable exhibits thereto, attached as Exhibit A;
- .3

*(Paragraphs deleted)*

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement)*

This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
ARCHITECT (Signature)

Andrew J. Sternad  
Principal / Business Unit Leader  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
CONSULTANT (Signature)

Jesse Hoppes, Co-Owner  
\_\_\_\_\_  
*(Printed name and title)*

Init.



# AIA® Document G803™ – 2017

## Amendment to the Consultant Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> Mandeville Police Station 1870 US HWY 190-E Mandeville, Louisiana 70448	<b>AGREEMENT INFORMATION:</b> Date: March 26, 2025	<b>AMENDMENT INFORMATION:</b> Amendment Number: 001  Date: April 03, 2026
<b>ARCHITECT:</b> <i>(name and address)</i> Waggoner & Ball, Inc. 1111 Foucher Street, Suite 3A New Orleans, LA 70115	<b>CONSULTANT:</b> <i>(name and address)</i> Leaaf Environmental, LLC 2301 Whitney Avenue Gretna, LA 70056	

The Architect and Consultant amend the Agreement as follows:

Except as expressly amended herein, all provisions contained in the aforementioned Agreement and its Amendments shall remain in full force and effect and are hereby incorporated herein by this reference.

Item No. 1: Article I General Provisions, Section 1.2, shall be amended to include additional scope of work. The following text shall be inserted after the paragraph entitled "Hazardous Materials Survey" and before the paragraph entitled "Assumptions/Limitations":

### Supplemental Asbestos Inspection

Leaaf will perform a supplemental asbestos inspection with a certified Louisiana Department of Environmental Quality (LDEQ) Asbestos Inspector as required by the Louisiana Administrative Code, Title 33: Part III regulations. Leaaf will review the Client provided reports to delineate any asbestos-containing materials that have already been identified by previous inspections. Leaaf will conduct a physical site visit to obtain up to four (4) bulk samples of suspect asbestos-containing materials (ACM) in the areas identified by the Client and based on the limitations identified in the assumptions. Samples will be shipped to a Louisiana Environmental Laboratory Accreditation Program (LELAP) accredited laboratory for Polarized Light Microscopy (PLM) analysis. Leaaf will request a next business day 24-hour turnaround time for analytical results from receipt by the laboratory. Leaaf will typically inform the Client of the results verbally and/or via email prior to the development and submittal of the report. A report will be developed within approximately five (5) business days of receipt of analytical results from the laboratory; the report will be provided in soft copy PDF format and sent via email.

### Asbestos Abatement Design

Based on the findings of the initial and supplemental asbestos inspection, Leaaf will develop an Asbestos Abatement Plan to detail procedures for the remediation of the asbestos identified to support the demolition of the structure. The scope of work will also include the clearance criteria that must be met in order for each work area where asbestos is potentially disturbed to pass clearance, as detailed in Louisiana Administrative Code, Title 33: Part III regulations, Chapter 27 and/or Chapter 51. The scope of work will require that the third-party contractor clean the work area in such a manner so as to meet visual clearance criteria detailed in Leaaf's scope of work and/or until air clearance sample results are below clearance standards detailed in LAC 33: III, Ch 27 and/or Ch 51. The scope of work will be provided in soft copy PDF format and sent via email.

### Hazardous Materials Disposal Scope of Work

Based on the findings of the initial hazardous materials survey, Leaaf will develop a Hazardous Materials Disposal Scope of Work that can be used to solicit bids for the removal/disposal of identified hazardous materials. The scope of work will be provided in soft copy PDF format and sent via email. The document will provide an industry standard protocol to be completed by the third-party contractor selected by the Client.

The Consultant's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Supplemental Asbestos Inspection	\$ 1,555.00 total (includes 4 laboratory asbestos bulk sample analyses)
Additional Asbestos PLM analysis	\$ 18.00 per sample
Additional Asbestos Point Count analysis	\$ 60.00 per layer

Asbestos Abatement Design                      \$ 4,025.00 total


Hazardous Materials Disposal Scope of Work    \$ 3,500.00 total

**Total Compensation Adjustment:                      \$ 9,080.00**


Schedule Adjustment:

The additional scope of work described herein is anticipated to be completed within 6 weeks from the Architect's Notice to Proceed.

---

  
\_\_\_\_\_  
**ARCHITECT** (Signature)  
Andrew Sternad, Vice President / Principal / Business Unit Leader  
(Printed name, title, and license number if required)  
\_\_\_\_\_  
Date April 15, 2026

---

  
\_\_\_\_\_  
**CONSULTANT** (Signature)  
Jesse Hopper Co-Owner  
(Printed name and title)  
\_\_\_\_\_  
Date April 14, 2026

**RES 26-15**

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

**RESOLUTION NO. 26-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND MSMM ENGINEERING, LLC. FOR THE LIFT STATION NO.45 (BROOKSIDE AT NORTH CAUSEWAY) AND LIFT STATION NO.49 (1291 ELMWOOD PLACE) REHABILITATION 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 9, 2026, and the City accepted the Consultant's Proposal; and

**WHEREAS**, the Consultant's scope of work is professional services for design, bidding, construction administration, closeout, permitting and resident inspection services.

**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 MSMM Engineering, LLC. to provide the services for the Lift Station No. 45 and Lift Station No. 49 Rehabilitation 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 14th day of May, 2026.

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANDEVILLE**

**AND**

**MSMM ENGINEERING, LLC**

**COM PROJ. NOS. 212.26.011 (LS #45) & 212.26.012 (LS #49)  
MANDEVILLE LIFT STATION NO. 45 (BROOKSIDE @ N. CAUSEWAY) AND LIFT  
STATION NO. 49 (1291 ELMWOOD PLACE) REHABILITATION 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 MSMM Engineering, LLC a Louisiana business corporation with registered office in Louisiana at 4508 Clearview Parkway, Metairie Louisiana 70006 represented by Manish Mardia, P.E., by virtue of the Corporate Resolution of MSMM Engineering, LLC regarding Contracting Authority dated on January 26, 2026 and his authority as President and Attorney-in-Fact, (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 9, 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 rehabilitation of Lift Station No. 45 and Lift Station No. 49 in the City of Mandeville in accordance with the Scope of Work described in the attached Consultant’s Proposal, or as subsequently amended by the Department of Public Works (the “**Department**”) or City Engineering.

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

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*)**

Survey Submittal and Data Assembly Phase

The Consultant shall review the programming and project documents provided by the Department to determine the scope of any additional surveying required. Based on the scope, estimated cost, and/or impact to the project schedule, the City may request the Consultant to perform this additional surveying or may choose to perform this additional surveying and provide the information collected to the Consultant.

The topographic survey shall include all necessary information in order to complete the design work. This may include visible surface objects including trees, power poles, manholes, drainage structures, fire hydrants, water meters, and other utility appurtenances, etc. The temporary bench marks must be located such as they will not be destroyed during construction. The base lines shall be referenced to apparent property lines and identified servitudes. The Consultant may also be required to acquire all information on existing and proposed utilities within the limits of the Project through field surveys and from contacts with the various utility companies so as to reasonably avoid any conflicts in the design or construction of the project. Consultant may also be required to research and obtain boundary information for any existing public and private utility servitudes or easements within the project limits or area required to make any required utility connections. Surveying must be performed and certified by a qualified surveyor, licensed to practice land surveying in the State of Louisiana.

Upon completion of the survey work, if requested, the Consultant shall submit to the Department: three (3) sets, full size 22-inches by 34-inches hard copies and electronic files of the survey work. All survey and servitude data and documentation shall be provided in a electronic format suitable for city viewing and records retention.

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

**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 Department of Health (LDH) permit.

## **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 two (2) years.

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

C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the 90% design phase immediately upon submittal of the 60% design phase. 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*)** The services to be performed during the Survey and Data Assembly task phase shall be completed within **THIRTY (30)** calendar days from the date of issuance of the Notice to Proceed for this Task.
- 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>\$6,050.00</b>	(Lump Sum, NTE)
PHASE I(b)	Geotechnical Investigations	<i>(Not Used)</i>	(Lump Sum, NTE)
PHASE I(c)	Hydrologic & Hydraulic Study	<i>(Not Used)</i>	(Lump Sum, NTE)
PHASE II	Preliminary Design	<b>\$20,068.33</b>	(Lump Sum)

PHASE III	Environmental Study	<i>(Not Used)</i>	(Lump Sum, NTE)
PHASE IV(a)	Final Design	<b>\$12,542.71</b>	(Lump Sum)
PHASE IV(b)	Bid & Award	<b>\$2,508.54</b>	(Lump Sum)
PHASE V(a)	Construction Administration	<b>\$12,542.71</b>	(Lump Sum)
PHASE V(b)	Construction Closeout	<b>\$2,508.54</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>\$5,000.00</b>	(Hourly, NTE)

**B. MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$115,941.84**. 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. Manish Mardia, P.E., President  
MSMM Engineering, LLC  
4508 Clearview Parkway  
Metairie, LA 70006

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.

**MSMM ENGINEERING, LLC**

**BY:** \_\_\_\_\_  
**MANISH MARDIA, P.E., PRESIDENT**

**45-2655374**  
\_\_\_\_\_  
**CORPORATE TAX I.D.**

## **Attachment A**

MSMM Engineering, LLC Engineering Services Proposal  
(dated March 9, 2026)



March 9, 2026

Mr. Buster Lyons, P.E.  
Digital Engineering & Imaging, Inc.  
3101 E Causeway Approach,  
Mandeville, LA 70448

Subject: Mandeville Lift Stations #45 & #49 Upgrades [City Project No. 212.26.011 (LS#45) & 212.26.012 (LS#49)] MSMM Engineering Fee Proposal

Dear Mr. Lyons:

MSMM Engineering is pleased to submit a fee proposal for the City of Mandeville Lift Stations #45 & #49 Rehabilitation Project. This fee proposal will be for Basic Engineering Services, including design, bidding, construction administration, and construction closeout, as well as Supplemental Services including Survey, Inspection, and Permitting. The fee is based on the estimated construction cost prepared by MSMM. The Scope of Work is attached in Attachment A. The estimated construction cost of **\$592,388.00** is included within Attachment B. Using the Facility Planning & Control Curve with a Renovation Factor of 1, the total base fee equals **\$50,170.84**, and is included within Attachment C. The resident inspection fee as well as MSMM Rate Sheets are also included within Attachment C. Surveyor fee proposal in Attachment D. The following is a breakdown of our proposed services.

**Basic Services**

Prelim Design (40%)	\$20,068.33 (90 days)
Final Design (25%)	\$12,542.71 (45 Days)
Bid & Award (5%)	\$2,508.54 (60 Days)
Construction Administration (25%)	\$12,542.71 (120 Days)
Construction Closeout (5%)	\$2,508.54

**Supplementary Services**

Survey (Lump Sum) <sup>1</sup>	\$6,050.00
Inspection, Reporting, and Verification (Hourly) <sup>2</sup>	\$54,720.00 (not to exceed)
Permitting (hourly) <sup>3</sup>	\$5,000.00 (not to exceed)

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<sup>1</sup> Survey fee based on actual cost plus a 10% markup.

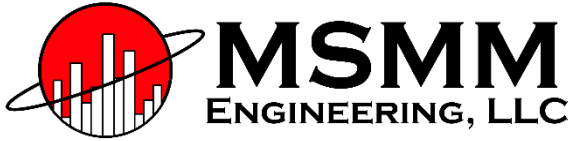
<sup>2</sup> Resident Inspection fee estimate based on a 120-calendar day construction time (or 90 working days) for one Resident Inspector 8 hours per day at an hourly rate of \$76.00.

<sup>3</sup> A Louisiana Department of Health (LDH) permit is anticipated to be required for this project.

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Website: [www.msmmeng.com](http://www.msmmeng.com)

Main Office: 4640 S. Carrollton Avenue, Suite 220, New Orleans, LA 70119	504-570-6098
Metairie Office: 4508 Clearview Parkway, Metairie, Louisiana 70006	504-509-7706
Baton Rouge Office: 16018 Highway 73, Prairieville, Louisiana 70769	225-313-4429



Assumptions:

1. No draw-down test will be required. All Existing pump and flow information will be provided by COM. If further evaluations, assessments, and tests are required, an adjustment to the fee proposal will be necessary.
2. Duration not including COM review time.

If you have any questions, please feel free to contact our office.

Sincerely,

**MSMM Engineering, LLC**

Stuart Seiler, P.E., PMP

Civil Engineer/Project Manager

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Website: [www.msmmeng.com](http://www.msmmeng.com)

Main Office: 4640 S. Carrollton Avenue, Suite 220, New Orleans, LA 70119

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504-570-6098

504-509-7706

225-313-4429

## **Attachment A:**

### **Lift Stations 45 (Brookside @ N. Causeway) & 49 (1291 Elmwood Place) Upgrades** City Council District 2 Contract for Design Services

#### **Scope of Work:**

The general scope of work to be done at the lift stations is as follows:

- Remove and replace the internal components of the wet wells such as discharge piping, pumps, rails, supports, vent, and pump controls (floats), etc. Retrofit wet well with new concrete top slab, including larger access hatch with gasketed lid.
- New piping to be HDPE with HDPE fittings, unless otherwise determined.
- New pumps to be Hydromatic (or equiv.) grinder pumps.
- Install new boxes (large cast iron meter vault) to relocate valves outside of existing wet wells.
- R&R service racks and install new control panels and electrical panels (meter pan & breaker/fused disconnect switch). Elevate new service racks above BFE and to be in compliance with current electrical code (NEC) and/or local requirements, whichever is more stringent. For LS 45 site, the new service rack to be relocated to north side of station.
- Install new station control panels. New control panels to be SCADA compliant with generator connections.
- Install new odor control units
- LS 45 - Provide new emergency pump out (EPO) with a female camlock connectors. EPO must be sized as part of the design.
- Recoat & reseal existing wet wells (fiberglass). For LS 45, existing wet well penetrations for control panel runs to be patched & sealed if control panel is relocated.)
- Upgrade water services (1" dia.) to include backflow preventers and BFP covers. For LS 45 site, add new water spigot in vicinity of wet well.
- By-pass pumping of lift stations during construction.
- LS 45 - Remove mounded earthen area on Elmwood Place side and regrade site for positive drainage. Remove large Cypress tree to north of existing wet well. Remove & replace landscaping.
- LS 49 – R&R landscaping. Grind two existing tree stumps.



Attachment B: City of Mandeville - Lift Station 45 (Brookside @ N. Causeway) Upgrades				OPINION OF PROBABLE COST	
Description of Item		Unit	Estimated Quantity	Unit Price	Amount
				\$	\$
101	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
102	MODIFICATION OF EXISTING WETWELLS (VENTS, PUMP CONTROLS/FLOATS, PATCH UNUSED CONDUIT PENETRAITIONS)	EA	1	\$7,500.00	\$7,500.00
103	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
104	WETWELL VALVE PIT (LARGE CAST IRON METER VAULT)	EA	1	\$10,000.00	\$10,000.00
105	TEMPORARY BY-PASS PUMP SYSTEM	LS	1	\$30,000.00	\$30,000.00
106	SUBMERSIBLE GRINDER PUMPS	EA	2	\$10,000.00	\$20,000.00
107	EPO STATION (WITH FEMALE CAMLOCK CONNECTORS)	LS	1	\$10,000.00	\$10,000.00
108	NEW CONCRETE TOP SLAB (6-INCH THICK)	EA	1	\$4,000.00	\$4,000.00
109	SITE RESTORATION AND REGRADING	EA	1	\$6,000.00	\$6,000.00
110	NEW ELECTRICAL SERVICE RACKS (ELEVATED)	EA	1	\$5,000.00	\$5,000.00
111	NEW ELECTRICAL CONTROLS (METER PAN/FUSED DISCONNECT)	LS	1	\$5,000.00	\$5,000.00
112	CONTROL PANEL (SCADA COMPLIANT WITH GENERATOR CONNECTION)	LS	1	\$50,000.00	\$50,000.00
113	TREE/STUMP REMOVAL	EA	1	\$3,000.00	\$3,000.00
114	LANDSCAPING/CLEARING & GRUBBING	LS	1	\$6,000.00	\$6,000.00
115	HDPE PIPING & FITTINGS	EA	2	\$8,000.00	\$16,000.00
116	ODOR CONTROL UNIT	EA	1	\$7,000.00	\$7,000.00
117	GUIDE RAILS AND SUPPORTS	LS	1	\$8,000.00	\$8,000.00
118	WATER SERVICE CONNECTION (1")	EA	1	\$1,100.00	\$1,100.00
119	WATER SERVICE LINE (1")	LF	40	\$24.00	\$960.00
120	WATER SERVICE BACKFLOW PREVENTER	EA	1	\$2,500.00	\$2,500.00
121	NEW ACCESS HATCH (WITH GASKETED LID)	EA	1	\$5,000.00	\$5,000.00
122	MISC. CONDUIT & WIRING	LS	1	\$10,000.00	\$10,000.00
123	WETWELL (FIBERGLASS) COATING	EA	1	\$5,000.00	\$5,000.00
124	WETWELL CLEANING	EA	1	\$3,000.00	\$3,000.00
125	START UP & TESTING	EA	1	\$2,500.00	\$2,500.00
126	PLUG VALVES, CHECK VALVES, AIR RELEASE VALVES	LS	1	\$20,000.00	\$20,000.00
15% Construction Estimate Contingency					\$39,384.00
<b>TOTAL</b>					<b>\$301,944.00</b>



Attachment B: City of Mandeville - Lift Station 49 (1291 Elmwood Place) Upgrades			OPINION OF PROBABLE COST		
Description of Item		Unit	Estimated Quantity	Unit Price	Amount
				\$	\$
101	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
102	MODIFICATION OF EXISTING WETWELLS (VENTS, PUMP CONTROLS/FLOATS)	EA	1	\$7,500.00	\$7,500.00
103	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
104	WETWELL VALVE PIT (LARGE CAST IRON METER VAULT)	EA	1	\$10,000.00	\$10,000.00
105	TEMPORARY BY-PASS PUMP SYSTEM	LS	1	\$30,000.00	\$30,000.00
106	SUBMERSIBLE GRINDER PUMPS	EA	2	\$10,000.00	\$20,000.00
107	NEW CONCRETE TOP SLAB (6-INCH THICK)	EA	1	\$4,000.00	\$4,000.00
108	SITE RESTORATION AND REGRADING	EA	1	\$4,000.00	\$4,000.00
109	CONTROL PANEL (SCADA COMPLIANT WITH GENERATOR CONNECTION)	LS	1	\$50,000.00	\$50,000.00
110	NEW ELECTRICAL SERVICE RACKS (ELEVATED)	EA	1	\$5,000.00	\$5,000.00
111	NEW ELECTRICAL CONTROLS (METER PAN/FUSED DISCONNECT)	LS	1	\$5,000.00	\$5,000.00
112	TREE/STUMP REMOVAL	EA	2	\$3,000.00	\$6,000.00
113	LANDSCAPING/CLEARING & GRUBBING	LS	1	\$6,000.00	\$6,000.00
114	HDPE PIPING & FITTINGS	EA	2	\$8,000.00	\$16,000.00
115	ODOR CONTROL UNIT	EA	1	\$7,000.00	\$7,000.00
116	GUIDE RAILS AND SUPPORTS	LS	1	\$8,000.00	\$8,000.00
117	WATER SERVICE CONNECTION (1")	EA	1	\$1,100.00	\$1,100.00
118	WATER SERVICE LINE (1")	LF	40	\$24.00	\$960.00
119	WATER SERVICE BACKFLOW PREVENTER	EA	1	\$2,500.00	\$2,500.00
120	NEW ACCESS HATCH (WITH GASKETED LID)	EA	1	\$5,000.00	\$5,000.00
121	MISC. WIRING	LS	1	\$9,000.00	\$9,000.00
122	WETWELL CLEANING	EA	1	\$3,000.00	\$3,000.00
123	WETWELL (FIBERGLASS) COATING	EA	1	\$5,000.00	\$5,000.00
124	START UP & TESTING	EA	1	\$2,500.00	\$2,500.00
125	PLUG VALVES, CHECK VALVES, AIR RELEASE VALVES	LS	1	\$20,000.00	\$20,000.00
15% Construction Estimate Contingency					\$37,884.00
<b>TOTAL</b>					<b>\$290,444.00</b>

ATTACHMENT: C

FEE FOR BASIC SERVICES

**BCI & CPI**  
FOR  
**2025**

BCI	1975	CPI
1306		53.8
8345	2024	313.7
		<b>CURRENT AFC: \$ 592,388.00</b>

$$\text{FEE PERCENTAGE} = \frac{46.10}{\text{LOG} (\text{AFC} (1975 \text{ BCI} / \text{CURRENT BCI}))}$$

$$\text{FEE PERCENTAGE} = \frac{46.10}{4.967123088}$$

$$\text{FEE PERCENTAGE} = 9.281 \%$$

$$\text{FEE} = 0.092810263 (\text{AFC} (1975 \text{ BCI} / \text{CURRENT BCI}))(\text{CURRENT CPI}/1975 \text{ CPI})$$

$$\text{UNADJUSTED FEE} = \$ 50,170.84$$

Adjustment Factor (if any): 1 Renovation Factor

$$\text{ADJUSTED FEE} = \$ 50,170.84$$

Formulas per State of Louisiana, Office of the Governor, Division of Administration, Facility Planning and Control Department  
 LOUISIANA CAPITAL IMPROVEMENT PROJECTS PROCEDURE MANUAL  
 FOR DESIGN AND CONSTRUCTION  
 2006 Edition  
 and  
 Current BCI as published by Engineering News Record  
 and  
 CPI as published by U.S. Department of Labor, Bureau of Labor Statistics.

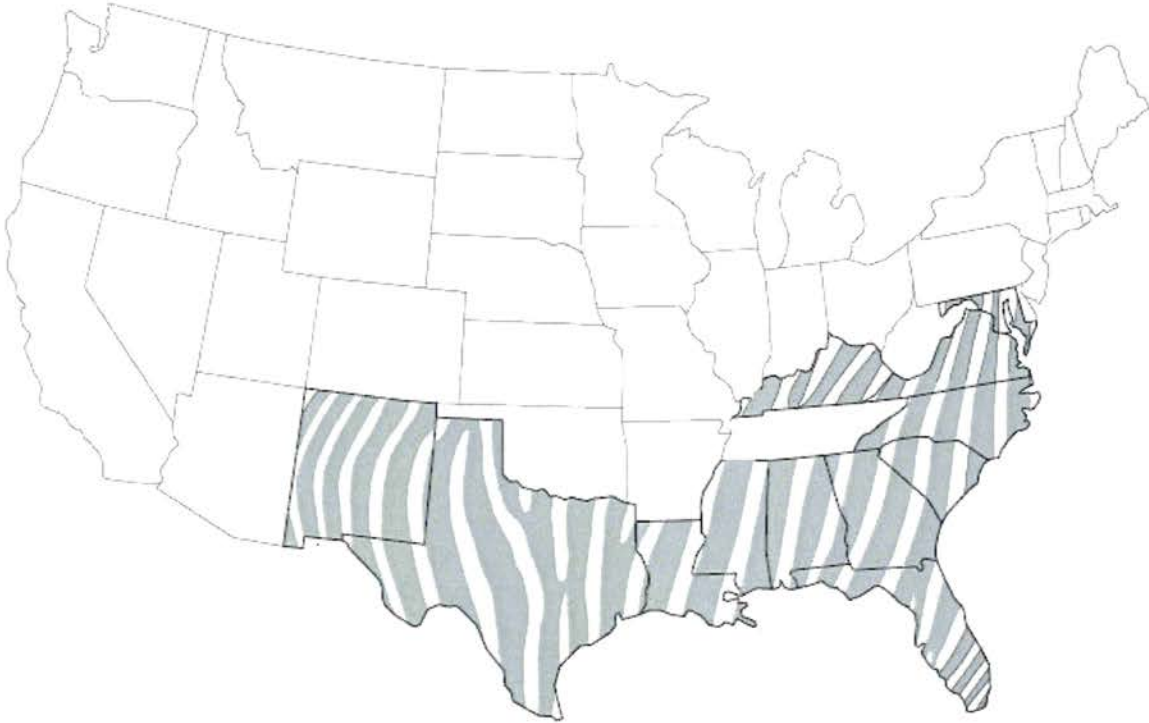
Resident Inspection		
Days	\$/Hr	Hours per day
90	\$ 76.00	8

**Attachment C:**

Rates COM 2026	
Sr. Principal/President	\$310.00
Principal/Vice President	\$284.75
Sr. Professional Engineer	\$245.00
Project Manager	\$215.00
Engineer Intern II	\$140.25
CAD Technician III	\$135.00
Construction Inspector	\$ 76.00

**Providing Professional Land Surveying Services in the following states:**

***Louisiana, Mississippi, Georgia, Alabama, Florida, Virginia, North Carolina,  
South Carolina, Kentucky, Maryland, New Mexico, and Texas***



## ***Surveying Specs & Cost Proposal***

For:

**City of Mandeville LS 45 & 49 Topographic Survey**

Requested By:

**Stuart Seiler, PE, PMP**

With

**MSMM Engineering, LLC**

***1011 North Causeway Blvd. Suite 34, Mandeville, Louisiana, 70471***

Phone (985) 845-1012 \* Fax (985) 845-1778

Email: [john.bonneaut@loweengineers.com](mailto:john.bonneaut@loweengineers.com)



### **Project Understanding**

Stuart Seiler with MSMM is tasked with improving Lift stations 45 and 49 in the City of Mandeville to aid them in their design, MSMM has requested topographic data of the existing Lift Stations for City of Mandeville, St. Tammany Parish, Louisiana.

### **Scope of Work**

The Scope of Work sent via email from Stuart Seiler. PE, PMP dated March 5, 2026, email and scope attached herewith.

### **Quote and timeframe for Survey**

A quote for the above scope of work is going to be \$2,750.00 for each Lift Station. We can have the finished product within 15-20 business days.

### **Closing**

We appreciate the opportunity and look forward to extending our professional surveying services to MSMM Engineering, LLC and being teammates on this project.

  
\_\_\_\_\_  
John E. Bonneau, PLS  
Professional Land Surveyor / Project Manager

03/09/2026  
Date:

1011 North Causeway Blvd. Suite 34, Mandeville, Louisiana, 70471

Phone (985) 845-1012 \* Fax (985) 845-1778

Email: john.bonneaut@loweengineers.com

## John Bonneau

---

**From:** Stuart Seiler, PE, PMP <SSeiler@msmmeng.com>  
**Sent:** Thursday, March 5, 2026 10:40 AM  
**To:** John Bonneau  
**Cc:** Scott Chehardy, PE; Clay Ray  
**Subject:** City of Mandeville LS 45 & 49 Survey Request

Hey John,

We have a lift station improvement project in Mandeville that we are requesting a survey proposal. The lift stations do not have existing survey data or as-built drawings; therefore, in addition to the topo survey we will require the wet well depth and diameter, as well as all pipe inverts and sizes. The scope includes regrading the surrounding landscape and raising the electrical control panels above the BFE. A waterline tie-in is also anticipated, so the waterline must be captured in the survey. Any apparent ROW, servitudes and property boundaries should also be identified. The lift station locations are provided below.

### **LS 45 (Brookside @ N. Causeway)**

- Location: <https://maps.app.goo.gl/axywjyMBpQMd92A18>

### **LS 49 (1357 Elmwood Place)**

- Location: <https://maps.app.goo.gl/vLCBYAnE6ZD2YiT26>

For the topo survey, provide enough ground elevations for regrading the site and include all utilities, trees, shrubs and other above ground features within the survey limits. The topo survey should extend at least to the far side of the service road, and to the adjacent parking lots, buildings or concrete drives. Where these features do not exist, extend the survey 50-feet from the lift station.

Thanks

**Stuart C. Seiler, P.E., PMP**  
MSMM Engineering, LLC  
(office) 504-570-6098 | (cell) 985-789-2320  
[ssailer@msmmeng.com](mailto:ssailer@msmmeng.com) | [www.msmmeng.com](http://www.msmmeng.com)



Main Office: 4640 S Carrollton Ave., Suite 220, New Orleans, LA 70119  
Metairie Office: 4508 Clearview Pkwy, Suite 200, Metairie, LA 70006  
Ascension Office: 16018 Hwy 73, Prairieville, LA 70769  
Texas Office: 13850 Gulf Freeway, Suite 202A, Houston, TX 77034



City of Mandeville  
 3101 E. Causeway Approach  
 Mandeville, LA 70448  
 985-626-3144

Date:		<b>VENDOR REGISTRATION FORM</b>		Vendor Number: <i>City Use Only</i>
<b>Contact Information</b>				
Company Name:				
FEIN: <i>Attach IRS Form W-9</i>				
Remittance Address:*				
City, State, Zip:				
Phone:				
Sales Contact Name:				
Email:			Phone:	
Accounting Contact Name:				
Email:			Phone:	
<b>Business Information</b>				
Products Provided:				
Services Provided:				
Insured: <i>Attach COI</i>	Yes	No	NA	
Licensed:	Yes	No	NA	
License Type:	Engineering		License Number:	4896
Comments:				

\* To set up your company for EFT payments, please complete and return the attached EFT authorization page.

CLAY MADDEN  
MAYOR

**City of Mandeville**  
"THE HEART OF THE OZONE BELT"



CITY COUNCIL

**SCOTT G. DISCON**  
*COUNCIL CHAIRMAN*  
**JASON ZUCKERMAN**  
*AT-LARGE*  
**CYNTHIA STRONG-THOMPSON**  
*DISTRICT I*  
**KEVIN VOGELTANZ**  
*DISTRICT II*  
**JILL MCGUIRE**  
*DISTRICT III*

I authorize the City of Mandeville and the financial institution named below to initiate ACH deposits to my checking or savings account. This authorization will remain in effect until I notify the City in writing to cancel it. Please print all information below.

**Manish Mardia**

**504-510-7512**

Name

Phone Number

**4508 Clearview Parkway, Suite C**

Address

**csaucier@msmmeng.com**

Email

**Capital One**

Name of Financial Institution

**Metairie**

**LA**

**7000**

City

State

Zip Code

**2082308094**

Bank Account Number



Checking



Savings

**065000090**

Financial Institution Routing Number

Signature

**04/07 /26**

Date

## CITY OF MANDEVILLE INSURANCE REQUIREMENTS

***NOTICE: INSURANCE REQUIREMENTS ONLY APPLY AS THEY ARE RELEVANT TO THE SERVICES BEING PROVIDED.***

THE CONTRACTOR SHALL SECURE AND MAINTAIN AT ITS EXPENSE SUCH INSURANCE THAT WILL PROTECT IT AND CITY FROM CLAIMS UNDER THE WORKERS' COMPENSATION ACTS AND FROM CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. ALL CERTIFICATES OF INSURANCE SHALL BE FURNISHED TO THE CITY AND SHALL PROVIDE THAT INSURANCE SHALL NOT BE CANCELED OR SUBSTANTIVELY CHANGED WITHOUT THIRTY (30) DAYS PRIOR NOTICE OF CANCELLATION GIVEN TO THE CITY, IN WRITING, ON ALL OF THE REQUIRED COVERAGE PROVIDED TO THE CITY. ALL POLICIES AND NOTICES SHOULD NAME THE CONTRACTOR AND THE CITY. THE CONTRACTOR SHALL MAKE ITS POLICIES AVAILABLE FOR REVIEW AND EXAMINATION BY THE CITY AS MAY BE REASONABLY REQUESTED.

A. ALL POLICIES MUST PROVIDE FOR AND CERTIFICATES OF INSURANCE MUST CONTAIN THE FOLLOWING:

- (1) WAIVER OF SUBROGATION: THE CONTRACTOR'S INSURERS WILL HAVE NO RIGHT OF RECOVERY OR SUBROGATION AGAINST THE CITY, IT BEING THE INTENTION OF THE PARTIES THAT ALL INSURANCE POLICY(IES) SO AFFECTED SHALL PROTECT BOTH PARTIES AND BE THE PRIMARY COVERAGE FOR ANY AND ALL LOSSES COVERED BY THE BELOW DESCRIBED INSURANCE. POLICY ENDORSEMENTS REQUIRED FOR ALL COVERAGES.
- (2) ADDITIONAL INSURED: THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL NAMED INSURED WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, EXCESS LIABILITY, POLLUTION/ENVIRONMENTAL LIABILITY COVERAGE, AND MARINE LIABILITY. POLICY ENDORSEMENTS REQUIRED.
- (3) HOLD HARMLESS: CONTRACTOR'S LIABILITY INSURERS SHALL EVIDENCE THEIR COGNIZANCE OF THE HOLD HARMLESS AND INDEMNIFICATION BEING GRANTED IN FAVOR OF THE CITY BY REFERENCING SAME ON THE FACE OF THE CERTIFICATE(S) OF INSURANCE ISSUED.
- (4) PAYMENT OF PREMIUMS: THE INSURANCE COMPANIES ISSUING THE POLICY OR POLICIES SHALL HAVE NO RECOURSE AGAINST THE CITY FOR PAYMENT OF ANY PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF POLICY.

DEDUCTIBLES: ANY AND ALL DEDUCTIBLES IN THE DESCRIBED INSURANCE POLICIES SHALL BE ASSUMED BY AND BE AT THE SOLE RISK OF THE CONTRACTOR AND SHALL BE INDICATED ON THE CERTIFICATE OF INSURANCE. DEDUCTIBLES AND/OR SELF-INSURED RETENTIONS EXCEEDING \$100,000 MUST BE APPROVED BY THE CITY'S FINANCE DIRECTOR. THE CITY MAY REQUIRE CONTRACTOR TO PRODUCE EVIDENCE OF VERIFIABLE FINANCIAL ABILITY TO SATISFY ITS DEDUCTIBLES AND/OR SELF-INSURED RETENTIONS; HOWEVER, THE CITY ASSUMES NO LIABILITY OR OBLIGATION AS A RESULT OF ITS EXAMINATION, ACCEPTANCE, OR REJECTION OF SAID INFORMATION PRESENTED. THE CITY SHALL HAVE THE SOLE DISCRETION TO ACCEPT OR REJECT DEDUCTIBLES AND/OR SELF-INSURED RETENTIONS EXCEEDING \$100,000 AS IT DEEMS APPROPRIATE.

- (1) PROJECT REFERENCE: THE PROJECT(S) AND LOCATION(S) SHALL BE REFERENCED IN THE COMMENT OR DESCRIPTION OF OPERATIONS SECTION OF THE CERTIFICATE OF INSURANCE.
- B. THE CONTRACTOR SHALL PROVIDE AT ITS OWN EXPENSE, PROOF OF THE FOLLOWING INSURANCE COVERAGE REQUIRED BY THE CONTRACT TO THE CITY BY INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN THE STATE OF LOUISIANA. INSURANCE IS TO BE PLACED WITH INSURERS WITH AN A.M. BEST RATING OF NO LESS THAN A-, CATEGORY VII.
- (1) COMMERCIAL GENERAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE OF AT LEAST \$1,000,000 PER OCCURRENCE WITH A GENERAL AGGREGATE LIMIT OF AT LEAST \$2,000,000 PER PROJECT. THE INSURANCE SHALL PROVIDE FOR AND THE CERTIFICATE(S) OF INSURANCE SHALL INDICATE THE FOLLOWING COVERAGES:
    - (2) PREMISES - OPERATIONS;
    - (3) BROAD FORM CONTRACTUAL LIABILITY;
    - (4) PRODUCTS AND COMPLETED OPERATIONS;
    - (5) PERSONAL INJURY;
    - (6) BROAD FORM PROPERTY DAMAGE;
    - (7) EXPLOSION, COLLAPSE AND UNDERGROUND COVERAGE.
- C. POLLUTION AND ENVIRONMENTAL LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$1,000,000 PER OCCURRENCE, \$2,000,000 INCLUDING FULL CONTRACTUAL LIABILITY AND THIRD PARTY CLAIMS FOR BODILY INJURY AND/OR PROPERTY DAMAGE, FOR ALL SUCH HAZARDOUS WASTE, POLLUTANTS AND/OR ENVIRONMENTAL EXPOSURES THAT MAY BE AFFECTED BY THIS PROJECT STEMMING FROM POLLUTION/ENVIRONMENTAL INCIDENTS AS A RESULT OF CONTRACTOR'S OPERATIONS.

IF COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS, COVERAGE WILL AT LEAST BE RETROACTIVE TO THE EARLIER OF THE DATE OF THIS CONTRACT OR THE COMMENCEMENT OF CONTRACTOR SERVICES IN RELATION TO THE WORK. AND THE POLICY WILL OFFER AN EXTENDED DISCOVERY CLAUSE OF AT LEAST THREE YEARS. IF WRITTEN EITHER ON AN OCCURRENCE OR CLAIMS MADE BASIS, THIS COVERAGE WILL BE MAINTAINED THROUGH THE RENEWAL OF THIS INSURANCE TO COVER A LOSS ARISING OUT OF THE COMPLETED OPERATIONS OF THE INSURED FOR A PERIOD OF AT LEAST 2 YEARS AFTER WORK IS ACCEPTED AS COMPLETE BY THE PROPERTY OWNER OF THIS CONTRACT IS TERMINATED. EVIDENCE OF THIS COVERAGE WILL NOT BE REQUIRED UNLESS BOTH OF THE FOLLOWING ARE MET:

- (1) CONTRACTOR RECEIVES NOTICE TO PROCEED TO PERFORM SERVICES UNDER THIS CONTRACT; AND
  - (2) IT HAS BEEN IDENTIFIED THAT SERVICES PERFORMED UNDER THIS CONTRACT WILL INCLUDE SUCH EXPOSURES.
- D. BUSINESS AUTOMOBILE LIABILITY INSURANCE WITH A MINIMUM COMBINED SINGLE LIMIT OF \$1,000,000 PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE. THIS INSURANCE SHALL PROVIDE COVERAGE FOR THE FOLLOWING:

- (1) ANY AUTOMOBILES; OR
  - (2) OWNED AUTOMOBILES; AND
  - (3) HIRED AUTOMOBILES;
  - (4) NON-OWNED AUTOMOBILES;
  - (5) UNINSURED MOTORIST.
  - (6) MCS-90 AND CA9948 ENDORSEMENTS REQUIRED
- E. MARINE LIABILITY/PROTECTION AND INDEMNITY INSURANCE IS REQUIRED FOR ANY AND ALL VESSEL AND/OR MARINE OPERATIONS IN THE MINIMUM LIMITS OF \$1,000,000 PER OCCURRENCE/\$2,000,000 PER PROJECT GENERAL AGGREGATE. THE COVERAGE SHALL INCLUDE, BUT IS NOT LIMITED TO, THE BASIC COVERAGES FOUND IN THE COMMERCIAL GENERAL LIABILITY INSURANCE AND COVERAGE FOR THIRD PARTY LIABILITY.
- F. WORKERS' COMPENSATION/EMPLOYERS LIABILITY INSURANCE: WORKERS COMPENSATION AS STATUTORILY REQUIRED; EMPLOYERS LIABILITY COVERAGE SHALL BE A MINIMUM OF \$1,000,000 EACH ACCIDENT, \$1,000,000 EACH DISEASE, \$1,000,000 DISEASE POLICY AGGREGATE AND WHEN WATER ACTIVITIES ARE EXPECTED TO BE PERFORMED IN CONNECTION WITH THIS PROJECT, COVERAGE SHALL INCLUDE USL&H, JONES ACT, AND/OR MARITIME EMPLOYERS LIABILITY. COVERAGE FOR OWNERS, OFFICERS AND/OR PARTNERS IN ANY WAY ENGAGED IN THE PROJECT SHALL BE INCLUDED IN THE POLICY AND A STATEMENT OF SUCH SHALL BE MADE BY THE INSURING PRODUCER ON THE FACE OF THE CERTIFICATE.
- G. OWNERS PROTECTIVE LIABILITY (OPL) (FORMERLY OWNERS AND CONTRACTORS PROTECTIVE LIABILITY (OCP) INSURANCE) SHALL BE FURNISHED BY THE CONTRACTOR NAMING CITY AS THE NAMED INSURED AND SHALL PROVIDE COVERAGE IN THE MINIMUM AMOUNT OF \$1,000,000 COMBINED SINGLE LIMIT (CSL) EACH OCCURRENCE \$2,000,000 AGGREGATE FOR PROJECTS LESS THAN \$5,000,000; LIMITS FOR ANY PROJECT VALUED OVER \$5,000,000 SHALL BE SET BY THE FINANCE DEPT. THE POLICY LIMIT IS SUBJECT TO BE INCREASED WHEN THE TOTAL VALUE OF THE CONTRACT INCREASES. THE POLICY AND ALL ENDORSEMENTS SHALL BE ADDRESSED TO CITY OF MANDEVILLE, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LA 70448.
- H. EXCESS/UMBRELLA LIABILITY SHALL BE FURNISHED BY CONTRACTOR WITH LIMITS OF AT LEAST EQUAL TO \$3,000,000 PER OCCURRENCE ON A FOLLOW FORM BASIS, FOR ALL LIABILITY COVERAGES SET FORTH ABOVE EXCEPT FOR THE OPL/OCP. (FOR EXAMPLE: IF THE GENERAL LIABILITY IS \$1,000,000 PER OCCURRENCE, THEN THE EXCESS POLICY SHOULD BE AT LEAST \$2,000,000 PER OCCURRENCE THEREBY PROVIDING A COMBINED PER OCCURRENCE LIMIT OF \$3,000,000.)

- I. ALL POLICIES OF INSURANCE SHALL MEET THE REQUIREMENTS OF THE CITY PRIOR TO THE COMMENCING OF ANY WORK. CITY HAS THE RIGHT, BUT NOT THE DUTY, TO APPROVE ALL INSURANCE POLICIES PRIOR TO COMMENCING OF ANY WORK. IF AT ANY TIME, IT BECOMES KNOWN THAT ANY OF THE SAID POLICIES SHALL BE OR BECOMES UNSATISFACTORY TO CITY AS TO FORM OR SUBSTANCE OR IF A COMPANY ISSUING ANY SUCH POLICY SHALL BE OR BECOME UNSATISFACTORY TO CITY, THE CONTRACTOR SHALL PROMPTLY OBTAIN A NEW POLICY, TIMELY SUBMIT SAME TO THE CITY FOR APPROVAL AND SUBMIT A CERTIFICATE THEREOF AS PROVIDED ABOVE. THE CITY AGREES TO NOT UNREASONABLY WITHHOLD APPROVAL OF ANY INSURANCE CARRIER SELECTED BY CONTRACTOR. IN THE EVENT THAT THE CITY CANNOT AGREE OR OTHERWISE AUTHORIZE SAID CARRIER, CONTRACTOR SHALL HAVE THE OPTION OF SELECTING AND SUBMITTING NEW INSURANCE CARRIER WITHIN THIRTY (30) DAYS OF SAID NOTICE BY THE CITY. IN THE EVENT THAT THE SECOND SUBMISSION IS INSUFFICIENT OR IS NOT APPROVED, THEN THE CITY SHALL HAVE THE UNILATERAL OPPORTUNITY TO THEREAFTER SELECT A RESPONSIVE AND RESPONSIBLE INSURANCE CARRIER ALL AT THE COST OF CONTRACTOR AND THEREAFTER DEDUCT FROM CONTRACTOR'S FEE THE COST OF SUCH INSURANCE.
- J. UPON FAILURE OF CONTRACTOR TO FURNISH, DELIVER AND/OR MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THE CONTRACT, AT THE ELECTION OF THE CITY, MAY BE FORTHWITH DECLARED SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO MAINTAIN INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY UNDER THE CONTRACT, NOR SHALL THE INSURANCE REQUIREMENTS BE CONSTRUED TO CONFLICT WITH THE OBLIGATION OF THE CONTRACTOR CONCERNING INDEMNIFICATION.
- K. CONTRACTOR SHALL MAINTAIN A CURRENT COPY OF ALL ANNUAL INSURANCE POLICIES AND PROVIDE SAME TO CITY ON AN ANNUAL BASIS OR AS MAY BE REASONABLY REQUESTED. PROVIDER FURTHER SHALL ENSURE THAT ALL INSURANCE POLICIES ARE MAINTAINED IN FULL FORCE AND EFFECT THROUGHOUT THE DURATION OF THE PROJECT AND SHALL PROVIDE THE CITY WITH ANNUAL RENEWAL CERTIFICATES OF INSURANCE EVIDENCING CONTINUED COVERAGE, WITHOUT ANY PROMPTING FROM THE CITY.
- L. IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO REQUIRE THAT THESE INSURANCE REQUIREMENTS ARE MET BY ALL SUB-CONTRACTORS PERFORMING WORK FOR AND ON BEHALF OF THE CONTRACTOR. CONTRACTOR SHALL FURTHER ENSURE CITY IS NAMED AS ADDITIONAL INSURED ON ALL INSURANCE POLICIES PROVIDED BY SAID CONTRACTOR AND/OR SUB-CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT.
- M. CERTIFICATES OF INSURANCE (FORM ACORD 25 (2014/1) OR NEWER) SHALL BE ISSUED AS FOLLOWS:

CERTIFICATE HOLDER:

CITY OF MANDEVILLE, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS  
3101 E. CAUSEWAY APPROACH  
MANDEVILLE, LA 70448  
PROJECT/CONTRACT NAME AND/OR NUMBER

CERTIFICATES MAY BE SENT VIA EMAIL TO: [RCHADWICK@CITYOFMANDEVILLE.COM](mailto:RCHADWICK@CITYOFMANDEVILLE.COM)

\*NOTICE: CITY RESERVES THE RIGHT TO REMOVE, REPLACE, MAKE ADDITIONS TO AND/OR MODIFY ANY AND ALL OF THE INSURANCE REQUIREMENTS AT ANY TIME.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**MSMM Engineering, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**4508 Clearview Parkway, Suite 200**

**6** City, state, and ZIP code  
**Metairie, LA 70006**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

**or**

**Employer identification number**

4	5	-	2	6	5	5	3	7	4
---	---	---	---	---	---	---	---	---	---

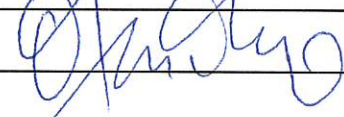
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶  Date ▶ **September 13, 2021**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 4041 Essen Ln Ste 400 Baton Rouge LA 70809	<b>CONTACT NAME:</b> Ben Smith <b>PHONE (A/C, No, Ext):</b> 225-336-3200 <b>E-MAIL ADDRESS:</b> GGB.CADE.asinfo@ajg.com		<b>FAX (A/C, No):</b> 225-336-4536
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> MSMM Engineering, LLC 4508 Clearview Pkwy., Ste. 200 Metairie LA 70006	MSMMENG-01		<b>INSURER A:</b> Travelers Property Casualty Company of America <b>INSURER B:</b> XL Specialty Insurance Company <b>INSURER C:</b> Phoenix Insurance Company <b>INSURER D:</b> The Travelers Indemnity Company of CT <b>INSURER E:</b> Travelers Casualty Insurance Co of America <b>INSURER F:</b>
			NAIC #
			25674
			37885
			25623
			25682
		19046	

**COVERAGES**

CERTIFICATE NUMBER: 2012567941

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SEE BELOW			6607S94720A	9/13/2025	9/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA7S947536	9/13/2025	9/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7S947825	9/13/2025	9/13/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7S947733	9/13/2025	9/13/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made Form			DPR5048143	9/13/2025	9/13/2026	Per Claim \$2,000,000 Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is included as Additional Insured along with Waiver of Subrogation on General & Automobile Liabilities as required by written contract. General Liability aggregate limits apply per project as required by written contract. Waiver of subrogation included on Workers Compensation and Professional Liability policies as required by written contract. The Excess Follow-Form Liability includes waiver of subrogation and additional insured to the underlying General, Auto and Employers Liability policies as required by written contract subject to each policy's terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# 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:

- Elected municipal officials of the City of Mandeville.
- Unclassified employees of the City of Mandeville.
- Persons appointed or elected to the various boards and commissions of the City of Mandeville.
- 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 Jefferson

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared:

Manish Mauloa; 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 S M E Engineering, 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, Manish Mauloa will conform to the provisions in the Code of Governmental 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:

CONTRACTOR:

Stephano Abney  
Melanie Grovelli

By: [Signature]

Sworn to and subscribed before me this 14th day of April, 2010.



[Signature]  
STELLA V. CHARLES #1599

END OF SECTION

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:

Mamish Mardic

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

**Choose A or B. If Option A is indicated please include the requested attachment.**

Disclosure No. 1

A.  Within the 48 month period preceding the date of the contract with the City of Mandeville, I Have made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B. \_\_\_\_\_ Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. \_\_\_\_\_ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B.  I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. \_\_\_\_\_ I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

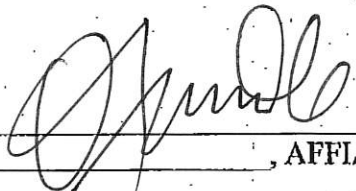
B. \_\_\_\_\_ I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

Disclosure No. 4

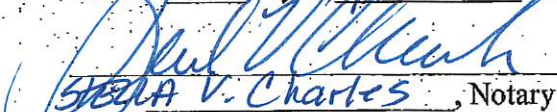
- A.  This affidavit Is being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.
- B.  This affidavit Is Not being submitted on behalf of a corporation, LLC, or other legal entity.

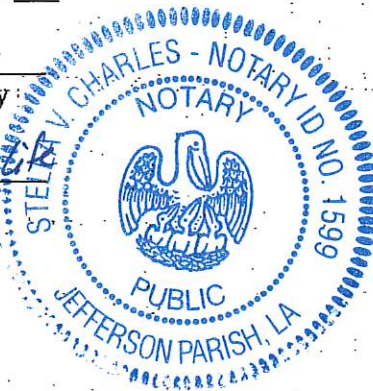
The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.

  
\_\_\_\_\_, AFFIANT

SWORN TO AND SUBSCRIBED before  
me this 14th day of April 2026

  
Stella V. Charles, Notary  
Bar Roll # 1599  
My Commission Expires 11/11/27



**Contributions to Council Members or Mayor of the City of Mandeville**

Date of Contribution	Amount	Recipient(s)
4/3/26	800 <sup>00</sup>	CLAY MADDEN CAMPAIGN

**Debts Owed to Appointed or Elected Officials of the City of Mandeville**

Amount of Debt	Elected or Appointed Official Owed Debt





**CITY OF MANDEVILLE**  
**DISCLOSURE OF OWNERSHIP**

STATE OF LOUISIANA  
PARISH/ COUNTY OF Jefferson

BEFORE ME, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that MSMM Engineering, LLC (Company Name) is contracting with the City of Mandeville and listed below are the names and addresses of all persons or corporate entities who hold ownership interest in the company or who hold by proxy the voting power in the company and, if anyone is holding stock in his/her own name that actually belongs to another, the name of the person(s) for whom held, including stock held pursuant to a counter letter.

1. Persons or entities with ownership interests in the company:

<u>Manish Mardai</u>	<u>4508 Clearview Parkway STE C.</u>
Name	Address
	<u>Metairie, LA 70006</u>
Name	Address
Name	Address

2. Persons or entities who hold by proxy the voting power:

<u>Manish Mardai</u>	<u>4508 Clearview Parkway STE C.</u>
Name	Address
	<u>Metairie, LA 70006</u>
Name	Address
Name	Address

3. Stock held for others and for whom held:

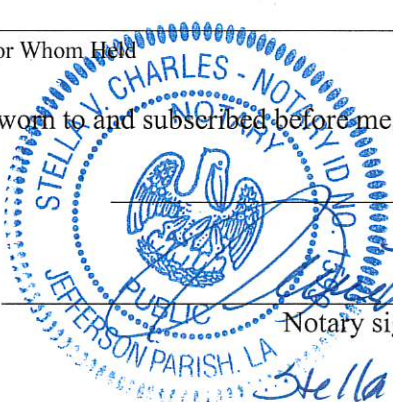
<u>N/A</u>	
Name	Address
For Whom Held	Address
Name	Address
For Whom Held	Address
Name	Address
For Whom Held	Address

Sworn to and subscribed before me, the undersigned Notary Public, on this date: \_\_\_\_\_

[Signature]  
Corporation Representative

[Signature] 1599  
Notary signature, Printed name and Notary/Bar Roll #

Stella V. Charles



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

STATE OF LOUISIANA  
PARISH OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Manish Manjaria, WHO AFTER BEING BY ME DULY SOWNR, DEPOSED AND SAID THAT THEY ARE THE FULLY AUTHORIZED President OF M/S M/M Engineering, LLC (HEREINAFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR \_\_\_\_\_, BID NO. \_\_\_\_\_ 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.

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.

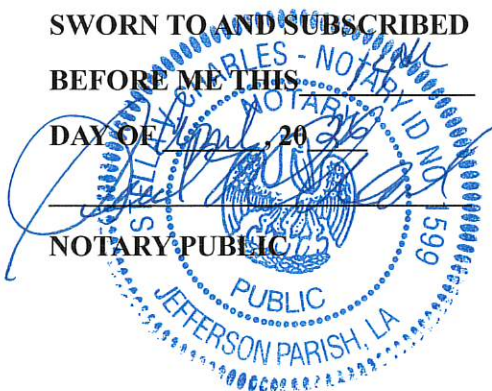
This written verification is a condition of the Contract and is incorporated herein by reference. Failure to maintain compliance with this certification during the term of the Contract shall constitute a material breach and may result in termination of the Contract and/or other remedies available under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

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

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS**

**DAY OF** Jan, 2019

**NOTARY PUBLIC**



NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Manish Manolia, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED President OF MSMA Engineering LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR \_\_\_\_\_, BID NO. \_\_\_\_\_ 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.

[Signature]  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS  
DAY OF April, 2020

[Signature]  
NOTARY PUBLIC Charles #1599  
14<sup>th</sup> day of April, 2020  
JEFFERSON PARISH, LA

**RES 26-16**

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

**RESOLUTION NO. 26-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC FOR LIFT STATION NOS. 30  
AND 41 IMPROVEMENT PROJECT AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with High Tide Consultants, LLC for professional design, bidding, construction administration and closeout, permitting and resident inspection services for the Lift Stations 30 & 41 Improvement Project. The project scope consists of a rehabilitation of the station, elevation of electrical equipment, installation of new control panels, design of a new pump-out connection and agitator equipment, and associated work at Lift Station 41, and the design and construction of an elevated platform and new generator at Lift Station 30.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with High Tide Consultants, LLC for Lift Station Nos. 30 and 41 Improvement Project services on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this 14th day of May, 2026.

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANDEVILLE**

**AND**

**HIGH TIDE CONSULTANTS, LLC**

**COM PROJECT NO. 212.26.003**

**MANDEVILLE LIFT STATION NO. 41 (LA 22 AT WALGREENS) AND LIFT STATION  
NO. 30 (1402 N. CAUSEWAY SERVICE ROAD – FONTAINEBLEAU SUBDIVISION)  
IMPROVEMENTS 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 High Tide Consultants, LLC a Louisiana business corporation with registered office in Louisiana at 170 New Camellia Blvd. Suite 102, Covington, LA 70433 represented by Richard C. Galloway, P.E., by virtue of the Corporate Resolution of High Tide Consultants, LLC regarding Contracting Authority dated on July 1, 2025 and his authority as Principle, (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 26, 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 rehabilitation of Lift Station No. 45 and Lift Station No. 49 in the City of Mandeville in accordance with the Scope of Work described in the attached Consultant’s Proposal, or as subsequently amended by the Department of Public Works (the “**Department**”) or City Engineering.

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

Phase I(b).	Geotechnical Investigations
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)***

Survey Submittal and Data Assembly Phase

The Consultant shall review the programming and project documents provided by the Department to determine the scope of any additional surveying required. Based on the scope, estimated cost, and/or impact to the project schedule, the City may request the Consultant to perform this additional surveying or may choose to perform this additional surveying and provide the information collected to the Consultant.

The topographic survey shall include all necessary information in order to complete the design work. This may include visible surface objects including trees, power poles, manholes, drainage structures, fire hydrants, water meters, and other utility appurtenances, etc. The temporary bench marks must be located such as they will not be destroyed during construction. The base lines shall be referenced to apparent property lines and identified servitudes. The Consultant may also be required to acquire all information on existing and proposed utilities within the limits of the Project through field surveys and from contacts with the various utility companies so as to reasonably avoid any conflicts in the design or construction of the project. Consultant may also be required to research and obtain boundary information for any existing public and private utility servitudes or easements within the project limits or area required to make any required utility connections. Surveying must be performed and certified by a qualified surveyor, licensed to practice land surveying in the State of Louisiana.

Upon completion of the survey work, if requested, the Consultant shall submit to the Department: three (3) sets, full size 22-inches by 34-inches hard copies and electronic files of the survey work. All survey and servitude data and documentation shall be provided in a electronic format suitable for city viewing and records retention.

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

## **PHASE I(b). GEOTECHNICAL INVESTIGATIONS**

The Consultant shall review the programming and project documents provided by the Department to determine the scope of any geotechnical investigations required for the design and construction of an elevated platform to support the on-site equipment required to be elevated above the base flood elevation or as required for compliance with the most stringent applicable codes.

At a minimum, at least one (1) soil boring shall be drilled to a sufficient depth (twenty feet minimum) below the existing ground surface at an accessible location nearest to the planned location where the work is to be constructed. Drilling and sampling techniques shall be accomplished in accordance with ASTM Standard Procedures. Samples shall generally be obtained continuously from the ground surface to a minimum depth of ten (10') feet and at a maximum of five (5') foot intervals thereafter until the boring complete depth, or as otherwise determined based on the geotechnical engineering consultants' knowledge and experience in the area. Samples shall be obtained using 3-inch minimum Shelby Tube in clays and split spoon sampler in sands and silts. The subsurface exploration shall also include laboratory testing of samples obtained to evaluate the classification, strength and other characteristics of the subsurface materials involved. The results of the field exploration and laboratory tests shall undergo an engineering analysis to formulate recommendations to be presented in a stamped report prepared by a licensed geotechnical engineer.

The subsurface exploration will include the following services:

- a. Sampling and testing of the subsurface materials and observations of the groundwater conditions;
- b. Identification of the physical and engineering characteristics of the subsurface materials encountered during the sampling and testing;
- c. Recommendations of the type of foundations which would be suitable for the proposed project and provision of data for use in foundation design and construction;
- d. Site preparation including subgrade preparation and fill compaction requirements;
- e. Consideration of soil related factors that may impact construction.

Upon completion of the geotechnical investigation work, if requested, the Consultant shall submit to the Department: two (2) hard copies and electronic files of the geotechnical report inclusive of site description, groundwater levels, boring logs, laboratory test results, and foundation recommendations. All geotechnical investigation data and documentation shall be provided in an electronic format suitable for city viewing and records retention.

Consultant shall submit the Geotechnical Investigations Phase submittal within the specified number of calendar days under Article III Contract Time and Schedule, unless otherwise agreed upon by the Owner in writing.

**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:

1. Observe construction at all times while the Construction Contractor is working on critical work items.
2. Observe, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
3. Ensure work does not adversely affect utilities, adjacent areas, and/or properties, etc.
4. Prepare daily field reports, and/or field books.
5. Photograph and/or document work progress.
6. Document and coordinate with the City for unforeseen items encountered during construction.
7. Coordinate with and monitor work performed by material testing agency, public & private utilities, and other on-site visitors as required.
8. Prepare memorandums or documentation required for field changes and/or work change directives.
9. Verify that the Construction Contractor provides adequate traffic control measures, erosion control measures and implementing required stormwater management and site safety procedures.
10. Prepare incident reports.
11. 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 Department of Health (LDH) permit.

## **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 two (2) years.

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

C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the 90% design phase immediately upon submittal of the 60% design phase. 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*) The services to be performed during the Survey and Data Assembly task phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for the Project, unless otherwise determined.

- E. PHASE I(b) GEOTECHNICAL INVESTIGATIONS: (*As Needed*)** The services to be performed during the Geotechnical Investigations task phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for the Project, unless otherwise determined.
- 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>\$3,500.00</b>	(Lump Sum, NTE)
PHASE I(b)	Geotechnical Investigations	<b>\$6,380.00</b>	(Lump Sum, NTE)
PHASE I(c)	Hydrologic & Hydraulic Study	<b><i>(Not Used)</i></b>	(Lump Sum, NTE)
PHASE II	Preliminary Design	<b>\$15,637.00</b>	(Lump Sum)
PHASE III	Environmental Study	<b><i>(Not Used)</i></b>	(Lump Sum, NTE)

PHASE IV(a)	Final Design	<b>\$9,773.00</b>	(Lump Sum)
PHASE IV(b)	Bid & Award	<b>\$1,955.00</b>	(Lump Sum)
PHASE V(a)	Construction Administration	<b>\$9,773.00</b>	(Lump Sum)
PHASE V(b)	Construction Closeout	<b>\$1,955.00</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>\$5,000.00</b>	(Hourly, NTE)

**B. MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$108,693.00**. 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. Richard C. Galloway, P.E.  
    High Tide Consultants, LLC

170 New Camellia Blvd. Suite 102,  
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.

**HIGH TIDE CONSULTANTS, LLC**

**BY:** \_\_\_\_\_  
**RICHARD C. GALLOWAY, P.E., PRINCIPAL**

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

## **Attachment A**

High Tide Consultants, LLC Engineering Services Proposal  
(dated March 26, 2026)



March 26, 2026

Mr. Buster Lyons, P.E.  
Digital Engineering & Imaging, Inc.  
3101 E. Causeway Approach  
Mandeville, Louisiana 70448

**RE: Contract for Design Services | Lift Stations 41 & 30 Improvements | City of Mandeville**  
HTC Project No. 26-121

Mr. Lyons,

High Tide Consultants, LLC (HTC) is pleased to submit this fee proposal for the City of Mandeville Lift Station 41 (LA 22 at Walgreens) and 30 (1402 N. Causeway Service Road – Fontainebleau Subdivision) generator project. Our services include field verification, surveying as needed, preliminary and final design, geotechnical services, permitting, bidding assistance, construction administration, and project closeout. Resident inspection will be provided if requested.

The proposed scope of work is detailed in Attachment A. A preliminary opinion of probable construction cost of \$ 449,707.50 has been provided in Exhibit B. A summary of fees has been provided in Exhibit C. Basic services fees have been calculated using the Facility Planning and Control curve and equals **\$ 39,093.00.**

The proposed fee is based on the estimated construction cost for basic services and additional supplementary services as detailed below. The total design fee is ~~& 108,639.00.~~  
\$ 108,693.00 *BL..*

**Basic Services:**

Prelim Design (40%)	\$ 15,637.00 – 90 Days
Final Design (25%)	\$ 9,773.00 – 45 Days
Bid & Award (5%)	\$ 1,955.00 – 60 Days
Construction Administration (25%)	\$ 9,773.00 - 120 Days
<u>Construction Closeout (5%)</u>	<u>\$ 1,955.00</u>
<b>TOTAL BASE FEE</b>	<b><u>\$ 39,093.00</u></b>

**Supplementary Services:**

Survey (Lump Sum)	\$ 3,500.00
Geotechnical Investigation (Lump Sum)	\$ 6,380.00
Permitting (Hourly)	\$ 5,000.00 (not to exceed)
<u>Resident Inspection (If Requested)(Hourly NTE)</u>	<u>\$ 54,720.00</u>
<b>TOTAL BASE + SUPPLEMENTARY SERVICES FEE</b>	<b><u>\$ 108,693.00</u></b>

Respectfully submitted,

**High Tide Consultants, LLC**

**Richard Galloway, PE**  
Principal | Engineer of Record

# Exhibit A – Scope of Services

## City of Mandeville

### Lift Station 41 (LA 22 @ Walgreens) & Lift Station 30 (1402 N. Causeway Service Rd.- Fontainebleau S/D)

#### LIFT STATION 41 IMPROVEMENTS

For Lift Station 41, HTC will prepare design documents for rehabilitation and replacement of critical station components, including:

- Replacement of internal wet well components such as discharge piping, pumps, rails, supports, venting, and pump controls. unless otherwise determined, new piping to be HDPE with HDPE fittings.
- Replacement or retrofit of the wet well access hatch with gasketed lid, and evaluation of top slab and hatch enlargement if warranted during field scoping.
- During field scoping, evaluate the need to relocate station valves outside of the existing wet well into a new valve box. New valve box to be large cast iron meter vault structure, or as otherwise determined.
- Replacement of service rack components and installation of new control panels and electrical equipment.
- Elevation of electrical equipment above base flood elevation and modification as needed to comply with applicable electrical code and local requirements, whichever is more stringent.
- Installation of new station control panels compatible with the City's SCADA and generator connection requirements.
- Coordination and design of upgraded odor control systems.
- Design of a new emergency pump-out connection with appropriate camlock connectors. EPO to be sized as part of design.
- Evaluation and repair of the wet well lining or coating system, if required.
- Evaluation of water service upgrades, including backflow prevention, water spigot and related appurtenances, if needed.
- Design of lift station agitator equipment. (City to provide information).
- Development of bypass pumping requirements for maintaining service during construction
- Coordination for delivery of removed equipment to City Public Works
- Preparation of finish requirements for exposed service racks and piping, as directed by the city.

#### LIFT STATION 30 GENERATOR IMPROVEMENTS

For Lift Station 30, HTC will prepare design documents for installation of a new standby power system, including:

- Design of a new standby emergency generator

- Design of an elevated steel platform and access stairs at BFE + 2', electrical code, or in accordance with local requirements, whichever is more stringent.
- Connection of the new generator to the existing control panel, with panel modification or replacement if required.
- Coordination with Atmos regarding natural gas availability and inclusion of non-utility fuel line work within the project scope.
- Coordination with the City and legal counsel regarding any servitudes or right-of-way needs associated with the generator platform installation.

## **SUPPLEMENTARY SERVICES**

- HTC will conduct topographic and boundary surveys of each location as needed to prepare construction documents.
- Stratum Engineering will provide a geotechnical investigation and related recommendations for the elevated generator platform at Lift Station 30. (Stratum Proposal Attached – Exhibit D).
- Permitting services for LDH approval will be provided as necessary.
- Resident inspection will be provided if requested by the City. Resident inspection fee estimate based on 120 calendar day construction time (or 90 working days) for one resident inspector 8 hours per day at an hourly rate of \$ 76.00.

## Exhibit B - Preliminary Opinion of Probable Construction Cost

City of Mandeville

Lift Stations No. 41 & 30 Upgrades

### LIFT STATION 41

Item No.	Item	Unit	Estimated Quantity	Cost	
				Unit Price	Line Total
101	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00
102	SITE CONDITION VIDEO SURVEY	LS	1	\$5,000.00	\$5,000.00
103	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00
104	DEMOLITION	LS	1	\$5,000.00	\$5,000.00
105	EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00
106	TEMPORARY BY-PASS PUMP SYSTEM	LS	1	\$35,000.00	\$35,000.00
107	LIFT STATION REHABILITATION (PUMPS, CONROLS, FLOATS, GUIDE RIALS, VENTS)	LS	1	\$30,000.00	\$30,000.00
108	NEW ACCESS HATCH	LS	1	\$7,000.00	\$7,000.00
109	WETWELL CLEANING AND COATING	LS	1	\$10,000.00	\$10,000.00
110	CONTROL PANEL	LS	1	\$55,000.00	\$55,000.00
111	ELECTRICAL CONTROLS, RACK	LS	1	\$15,000.00	\$15,000.00
112	NEW VALVE PIT	LS	1	\$10,000.00	\$10,000.00
113	HDPE PIPING AND FITTINGS	LS	1	\$7,500.00	\$7,500.00
114	ODOR CONTROL UNIT	LS	1	\$10,000.00	\$10,000.00
115	PLUG VLAVES, CHECK VALVES, AIR RELEASE VALVES	LS	1	\$20,000.00	\$20,000.00
116	EPO STATION	LS	1	\$12,000.00	\$12,000.00
117	6" THICK PORTLAND CEMENT CONCRETE PAVEMENT	SY	21	\$150.00	\$3,150.00
118	6" THICK AGGREGATE SURFACE COURSE	SY	16	\$150.00	\$2,400.00
119	YARD HYDRANT & BFP	LS	1	\$5,000.00	\$5,000.00
120	SITE RESTORATION	LS	1	\$7,500.00	\$7,500.00
121	START UP AND TESTING	LS	1	\$3,500.00	\$3,500.00
122	WOODEN FENCE WITH DOUBLE SWING GATE	LF	60	\$150.00	\$9,000.00
	15%CONTINGENCY				\$41,632.50
			<b>TOTAL</b>	<b>\$319,182.50</b>	

### LIFT STATION 30

Item No.	Item	Unit	Estimated Quantity	Cost	
				Unit Price	Line Total
101	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00
102	SITE CONDITION VIDEO SURVEY	LS	1	\$5,000.00	\$5,000.00
103	TRAFFIC CONTROL	LS	1	\$3,500.00	\$3,500.00
104	EROSION CONTROL	LS	1	\$3,500.00	\$3,500.00
105	NEW GENERATOR	LS	1	\$35,000.00	\$35,000.00
106	GENERATOR PLATFORM	LS	1	\$10,000.00	\$10,000.00
107	GAS SERVICE	LS	1	\$3,500.00	\$3,500.00
108	CONTROL PANEL UPGRADES	LS	1	\$20,000.00	\$20,000.00
109	MISC. ELETRICAL UPGRADES	LS	1	\$15,000.00	\$15,000.00
110	SITE RESTORATION	LS	1	\$3,500.00	\$3,500.00
111	START UP AND TESTING	LS	1	\$2,500.00	\$2,500.00
	15%CONTINGENCY				\$17,025.00
			<b>TOTAL</b>	<b>\$130,525.00</b>	

<b>TOTAL</b>	<b>\$449,707.50</b>
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## EXHIBIT C - FEE SUMMARY

City of Mandeville

Lift Stations No. 41 & 30 Upgrades

Louisiana FP&C Design Fee Calculator			
Defaults use the 2026 Louisiana FP&C fee schedule (2025 BCI/CPI averages). Edit blue cells only.			
Inputs		Calculated outputs	
Project name	COM LS 41 & 30	1975 BCI	1,306
Date	3/26/2026	1975 CPI	53.8
Base AFC (\$)	\$449,708	BCI ratio (1975/current)	0.1524
Qualifying alternate / CO AFC add-on	\$0	CPI ratio (current/1975)	5.9833
Total AFC used in fee calc (\$)	\$449,708	Adjusted AFC (1975 \$)	\$68,540
Current BCI	8,569	log[1975 AFC]	4.8359
Current CPI	321.9	Adjusted fee % (1975 basis)	9.5328%
Complexity class	Average	Adjusted fee amount (1975 basis \$)	\$6,534
Complexity factor	1.00	Adjusted base fee (current year \$)	\$39,093
Renovation factor	1.00	Total fee after factors (\$)	\$39,093
Adjustment factor	1.00	Effective fee % of AFC	8.6930%
Phase breakdown			Checks / notes
Phase	Share	Amount	
Prelimnay Design	40.0%	\$15,637	Phase shares total
Final Design	25.0%	\$9,773	100.0%
Bid & Award	5.0%	\$1,955	Status
Construction Administration	25.0%	\$9,773	OK
Construction close-out	5.0%	\$1,955	Reference formula
<b>Total Basic Services Fee</b>	<b>100.0%</b>	<b>\$39,093</b>	Fee % = 46.10 / LOG(AFC × 1975 BCI / current BCI)
			Fee = adjusted fee % × adjusted AFC × current CPI / 1975 C
			Factor guidance
			Complexity: 0.85 simple   1.00 avE   1.10 med   1.15 comp
			Renovation: owner-set, up to 1.25
			Adjustment: 1.0 if all basic phases required

**Supplementary Services:**

Survey (Lump Sum) (Inhouse)	\$3,500.00
Geotechnical Investigation (Lump Sum) (1)	\$6,380.00
Permitting (Hourly, NTE)(2)	\$5,000.00
Resident Inspection (Hourly, NTE)(3)	\$54,720.00

1. Geotechnical fee based on actual sub-consultant cost + 10%.
2. Permitting if needed (LDH)
3. Resident inspection will be provided if requested by the City. Resident inspection fee estimate based on 120 calendar day construction time (or 90 working days) for one resident inspector 8 hours per day at an hourly rate of \$ 76.00.



March 18, 2026

High Tide Consultants LLC  
409 W. 21<sup>st</sup> Avenue, Suite B  
Covington, Louisiana 70433  
Phone: (985) 227-5462

Attn: Mr. Ricky Galloway, P.E.

Re: Geotechnical Investigation  
Proposed Generator Platform  
Existing Lift Station  
Mandeville, Louisiana  
SE Proposal No. G26-050

Dear Ricky:

Stratum Engineering, LLC (SE) is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. The subsurface exploration will be performed so that cost effective foundation recommendations can be provided for the proposed Generator Platform to be constructed at an existing lift station in Mandeville, Louisiana.

The site of the existing lift station is located on the west side of US 190 Frontage Road just south of the entrance to Grand Palms Residential Development. The Parish may have to remove a section of the existing fence in order to access the planned generator area. Otherwise, the boring will need to be drilled at an accessible on the outside of the fence.

We understand the project will consist of installing a new generator on a raised platform. Design details for the generator platform were not available at the time this proposal was prepared, but will be provided at a later date.

The subsurface exploration will include the following services:

- Sampling and testing of the subsurface materials and observations of the groundwater conditions on the site;
- Identification of the physical and engineering characteristics of the subsurface materials encountered during the sampling and testing;
- Recommendations of the type of foundations which would be suitable for the proposed project and provision of data for use in foundation design and construction;
- Site preparation including subgrade preparation and fill compaction requirements;
- Consideration of soil related factors that may impact construction.

It is proposed to explore the subsurface materials and groundwater conditions at the site by drilling soil borings. The number and depths of the soil borings will depend on the subsurface conditions encountered. Based on our experience with similar projects in the area, we recommend drilling one (1) boring to a depth of 20 feet below the existing ground surface at an accessible location near the proposed generator pad.

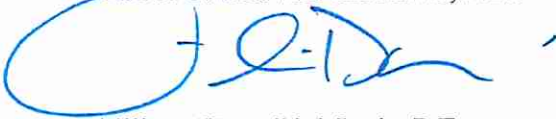
Drilling and sampling techniques will be accomplished in general accordance with ASTM Standard Procedures. Samples will generally be obtained continuously from the ground surface to a depth of about 10 feet and at a maximum of 5 foot intervals thereafter to the boring completion depth. Samples will be obtained using a 3 inch diameter Shelby Tube in clays and split spoon sampler in sands and silts. The subsurface exploration will also include laboratory testing of the samples obtained to evaluate the classification, strength and other characteristics of the subsurface materials involved. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of the recommendations which will be presented in a written report prepared by a professional engineer.

It is proposed that the fee for the performance of the above outlined services is determined on a lump sum basis and that the work be performed pursuant to the SE General Conditions a copy of which is enclosed herewith and incorporated into this proposal. On the basis of the above outlined scope of services, it is estimated that the total cost will be **\$5,800.00**. The cost assumes the boring location is accessible to truck or ATV mounted drilling equipment. Any additional field, laboratory or engineering services will be billed on a unit price basis in accordance with the attached Schedule of Services and Fees. The provided cost is valid for a period of 90 days from the date of the proposal.

Prior to drilling at the project site, SE will notify the local utility companies and request that underground utilities be marked. However, it is our experience that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. Therefore, SE will not be responsible for any loss, damage, or expenses that may be incurred or sustained in the event the existing subsurface utilities are damaged during the course of our field exploration.

SE will proceed with the work based on verbal authorization; however, please sign and return one copy of this proposal intact along with a completed copy of the attached Project Data Sheet so a formal file can be established. We appreciate the opportunity to offer our services to your project. If you have any questions, please feel free to contact us.

Respectfully submitted,  
STRATUM ENGINEERING, LLC



William "Dean" McInnis, P.E.  
Vice President



Tony Y. Maroun, P.E.  
Principal

WDM/TYM

Attachments: Schedule of Services & Fees  
Project Data Sheet  
General Conditions

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

**STRATUM ENGINEERING, LLC  
GEOTECHNICAL ENGINEERING AND LABORATORY TESTING  
SCHEDULE OF SERVICES AND FEES  
EFFECTIVE JANUARY 2026**

**Technical Services**

Principal Engineer .....	Per Hour	\$180.00
Project Engineer/Professional Engineer.....	Per Hour	\$150.00
Field Engineer.....	Per Hour	\$120.00
Site Coordinator.....	Per Hour	\$80.00
Technician .....	Per Hour	\$70.00
Geotechnician .....	Per Hour	\$70.00
Clerical/Drafting Services.....	Per Hour	\$60.00

**Laboratory Testing Services**

Moisture Content Test (ASTM D2216) .....	Per Test	\$12.00
Density Determination.....	Per Test	\$25.00
Atterberg Limits Determination (ASTM D4318) .....	Per Test	\$70.00
Percent Passing #200 Sieve (ASTM D1140) .....	Per Test	\$50.00
Sieve Analysis (ASTM D422).....	Per Test	\$115.00
Hydrometer Analysis (ASTM D422).....	Per Test	\$150.00
Unconfined Compression (ASTM D2166) .....	Per Test	\$70.00
Moisture-Density Relationship		
a. ASTM D698 and D1557, Method A .....	Per Test	\$175.00
b. ASTM D698 and D1557, Methods B, C & D .....	Per Test	\$185.00
California Bearing Ratio (ASTM D1883) excluding MD Relationship.....	Per Test	\$400.00
Organic Content (ASTM D2974) .....	Per Test	\$75.00
pH Determination .....	Per Test	\$50.00
Specific Gravity (ASTM D854).....	Per Test	\$150.00
Triaxial Shear Test (unconsolidated undrained) ASTM D2850.....	Per Point	\$80.00
Consolidation Test (ASTM D2435).....	Per Test	\$1,000.00

**Mobilization and Demobilization**

Pre-mobilization and Project Coordination.....	See Personnel Rates	
Drill Rig, Support Vehicle and crew.....	Per Mile	\$7.00
Minimum Mob Charge .....	Lump Sum	\$700.00
ATV Mounted Drill Rig .....	Per Mile	\$10.00
Per Diem, Per Person.....	Per Day	\$250.00
Equipment Rental .....		Cost +15%

**Drilling Services**

<u>Drilling and Sampling Footage Rates. 0 – 50'</u>		
Intermittent – 5' Intervals .....	Per Foot	\$20.00
Continuous Sampling.....	Per Foot	\$40.00
<u>Drilling and Sampling Footage Rates. 50' – 100'</u>		
Intermittent – 5' Intervals .....	Per Foot	\$25.00
Continuous Sampling.....	Per Foot	\$45.00
<u>Drilling and Sampling Footage Rates. 100' – 150'</u>		
Intermittent – 5' Intervals .....	Per Foot	\$34.00
Continuous Sampling.....	Per Foot	\$54.00
<u>Additional Services</u>		
Grouting.....	Per Foot	\$6.00
Hand Auger Drilling and Sampling .....	Per Hour	\$140.00
Coring.....	Per Inch	\$10.00

**Note:** The rates apply only to geotechnical/foundation borings with level D personal protection equipment in areas which are not contaminated by hazardous constituents. Expedited services including overnight shipping will be billed at cost plus 15 percent. Rates are valid for a period of 90 days from date of proposal submittal.

**STRATUM ENGINEERING, LLC**  
**PROJECT DATA SHEET**  
**GEOTECHNICAL ENGINEERING SERVICES**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Number and Distribution of Reports:  

<input type="checkbox"/> Copies To: _____ _____ Attn: _____ E-mail: _____	<input type="checkbox"/> Copies To: _____ _____ Attn: _____ E-mail: _____
<input type="checkbox"/> Copies To: _____ _____ Attn: _____ E-mail: _____	<input type="checkbox"/> Copies To: _____ _____ Attn: _____ E-mail: _____
6. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ E-mail: \_\_\_\_\_
7. Type of Structure: \_\_\_\_\_ Number of Floors: \_\_\_\_\_
8. Special Equipment or Installation: \_\_\_\_\_
9. Interior Column Spacing: \_\_\_\_\_ Exterior Column Spacing: \_\_\_\_\_
10. Exterior Column Load: \_\_\_\_\_ Live: \_\_\_\_\_ Dead: \_\_\_\_\_
11. Interior Column Load: \_\_\_\_\_ Live: \_\_\_\_\_ Dead: \_\_\_\_\_
12. Floor Slab Load: \_\_\_\_\_ Slab on Grade: \_\_\_\_\_ Basement/Depth: \_\_\_\_\_
13. Will elevation of site be raised by filling: \_\_\_\_\_ How Much: \_\_\_\_\_
14. Pavement Type: \_\_\_\_\_ Traffic Load: \_\_\_\_\_ Traffic Type: \_\_\_\_\_
15. Is there any other subsurface information available? \_\_\_\_\_  
\_\_\_\_\_
16. Other pertinent information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL CONDITIONS

1. **Parties and Scope of Work:** Stratum Engineering, LLC (hereinafter referred to as SE) shall include said company, or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by SE as set forth in SE's proposal, the clients' acceptance thereof and this General Conditions. "Client" refers to the person or business entity ordering the work to be done by SE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the clients' intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of SE's work. SE shall have no duty or obligation to any third party greater than that set forth in SE's proposal, client's acceptance thereof and these General Conditions. The ordering of work from SE shall constitute acceptance of the terms of SE's proposal and these General Conditions.
2. **Tests and Inspections:** Client shall cause all tests and inspections of the site, materials and work performed by SE or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and SE's recommendations. Client or any third party shall bring no claims for loss, damage or injury against SE unless all tests and inspections have been so performed and unless SE's recommendations have been followed. Client agrees to indemnify, defend and hold SE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or SE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of SE, its officers, agents or employees.
3. **Scheduling of Work:** The services set forth in SE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by SE personnel at the prices quoted. If SE is required to delay commencement of the work or if, upon embarking upon its work, SE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of SE, additional charges will be applicable and payable by client. Client will provide written notice to third party entities (if any) which are responsible for requesting services to be performed that they (third party) are required to arrange for those testing services to be performed. All field services will require a minimum 24 hour notice.
4. **Access to Site:** Client will arrange and provide such access to the site as is necessary for SE to perform the work. SE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, SE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires SE to restore the site to its former condition, upon written request, SE will perform such additional work as is necessary to do so and client agrees to pay SE the cost thereof.
5. **Damage to Existing Man-Made Objects:** Unless SE has assumed in writing the responsibility of locating subsurface or latent conditions, client agrees to indemnify and save SE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to SE's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to SE by client.
6. **Responsibility:** SE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. SE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. SE's work or failure to perform it shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
7. **Sample Disposal:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed 60 days after submission of SE's report, unless written notice is given before commencement of services.
8. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of invoice date. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay SE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Failure to make payment within 30 days of invoice shall constitute a release of SE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
9. **Termination:** Either party upon seven days prior written notice may terminate this Agreement. In the event of termination, SE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place files in order and/or protect its professional reputation.
10. **Warranty:** SE's services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, this General Conditions, and with generally accepted principles and practices. In performing its professional services, SE will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations either express or implied. Statements made in SE's reports are opinions based upon engineering judgment. Should SE or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any expressed or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon SE's work agree that the maximum aggregate amount of the liability of SE, its officers, employees and agents shall be limited to \$25,000 or the total amount of the fee paid to SE for its work performed with respect to the project, whichever amount is greater.
11. **Indemnity:** Subject to the forgoing limitations, SE agrees to indemnify and hold client harmless from and against any and all claims suits costs and expenses including reasonable attorney's fees and court costs arising out of SE's negligence to the extent of SE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against SE, the party initiating such action shall pay to SE the costs and expenses incurred by SE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that SE shall prevail in such suit.
12. **Damage Disclaimer:** When Stratum Engineering provides vibration monitoring services, Stratum has no right or obligation to stop the contractor's work. The contractor/client will defend and hold Stratum harmless for any claims filed by the owners or occupants of nearby structures who claim that the vibrations damaged their structures or interfered with their business. Stratum shall be made additional insured on the contractor's insurance for claims related to vibration monitoring damage.
13. **Arbitration:** Anything contained in any other contract document notwithstanding, SE shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of SE's work or this General Conditions, (b) wherein SE waives its rights to a mechanic's lien, or (c) conditioning SE's right to payment by a third party.
14. **Provisions Severable:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **Entire Agreement:** This agreement constitutes the entire understanding of the parties and there are not representations, warranties, or undertakings made other than as set forth here. This agreement may be modified only in writing, signed by each of the parties hereto.

**AUTHORIZATION TO ACT ON BEHALF OF**  
**HIGH TIDE CONSULTANTS, L.L.C.**

**BE IT RESOLVED** by the Members of HIGH TIDE CONSULTANTS, L.L.C. that B. Shane Guin, Managing Member, Scott Michael Poirrier, Member, Richard Charles Galloway, Member, and Henry Edward Schwartz, IV, Member, be and he is hereby authorized, directed and empowered, for and on behalf of the company:

1. To represent High Tide Consultants, L.L.C. at any bid opening from any private or public entity;
2. To execute any bid applications, bids, addendums or amendments to bids, contracts, or corrections to any of the applications or bid proposals, or amendments to contracts, change orders, or any other matter related to same on behalf of High Tide Consultants, L.L.C.
3. To do and perform all such other acts or things and to execute all such other documents, instruments and writing as in the sole and uncontrolled discretion of said officer, he may deem necessary, wise, desirable or prudent in order to effect the intent and purpose of this resolution.

This is to certify that the above and foregoing Authorization was duly adopted at a special meeting of High Tide Consultants, L.L.C. held at Thibodaux, Louisiana, pursuant to proper notice and call at which meeting all members of the Company were present and voting throughout.

I do further certify that the above and foregoing Authorization remains in full force and effect and has not been modified, repealed or rescinded, in whole or in part.

WITNESS MY HAND, this 1<sup>st</sup> day of July, 2025.

**HIGH TIDE CONSULTANTS, L.L.C.**

BY: 

B. SHANE GUIN, Managing Member

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

**Christopher H. Riviere**  
Bar Roll #: 11297  
Notary ID#: 14956



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Trucordia Insurance Services, LLC 208 East Bayou Rd  Thibodaux LA 70301		<b>CONTACT NAME:</b> Jackie Benoit <b>PHONE (A/C, No, Ext):</b> (985) 868-0715 <b>E-MAIL ADDRESS:</b> jbenoit@oakpointrisk.com <b>FAX (A/C, No):</b>	
<b>INSURED</b>  High Tide Consultants, LLC P O Box 29  Thibodaux LA 70302		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Casualty and Surety Company	<b>NAIC #</b> 19038
		<b>INSURER B:</b> Progressive Paloverde Insurance Company	44695
		<b>INSURER C:</b> Scottsdale Insurance Company	41297
		<b>INSURER D:</b> Louisiana Workers' Compensation Corporation	LSWORK
		<b>INSURER E:</b> Landmark American Ins Co	33138
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2621175523**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			660-2H286227-TIL-25	08/10/2025	08/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			993649839	02/25/2026	08/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CXS4071250	12/05/2025	08/10/2026	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			171543-A	08/10/2025	08/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			LHR869310	08/10/2025	08/10/2026	General Aggregate \$2,000,000 Fire Damage Medical Expense

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Mandeville 3101 E. Causeway Approach  Mandeville LA 70448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Trucordia Insurance Services, LLC		<b>NAMED INSURED</b> High Tide Consultants, LLC	
<b>POLICY NUMBER</b> _____		<b>EFFECTIVE DATE:</b> _____	
<b>CARRIER</b> _____	<b>NAIC CODE</b> _____		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

**General Liability:**

- Certificate Holder is named as an Additional Insured and provided Waiver of Subrogation as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions. Form CG2028 will Follow
- Deductible: N/A
- 30 Day Notice of Cancellation
- Per Project General Aggregate
- Primary And Non-Contributory Insurance is included if Required By Written Contract
- Hired and Non-Owned Auto

**Professional Liability:**

- \$2,000,000.00 aggregate limit.
- Certificate Holder is provided Waiver of Subrogation as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.
- The Professional Liability Coverage includes Contractor's Pollution Liability within the Policy Limits.
- Policy written on Claims-Made Basis. Retro Date: August 10, 2015.
- Deductible: \$5,000 Per Claim - Including Expenses

**Auto Liability:**

- Blanket Additional Insured and Blanket Waiver of Subrogation included as required by written contract.

**Workers Compensation:**

- Certificate Holder is provided Waiver of Subrogation as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.
- Blanket Alternate Employer as required by written contract.
- Deductible: N/A
- Longshore and Harbor Workers' Compensation Act Coverage Endorsement

**Maritime Employers Liability Policy #IGPMEL24117**

- Underwriters At Lloyd's
- Effective: 8/10/2025 - 8/10/2026
- Limits: Any One Accident \$1,000,000
- MEL does not have an aggregate limit.

**Arkansas Worker's Compensation**

- Policy # MWC31785000-02
- Carrier: Old Republic Insurance Company
- Effective: 08/10/2025 - 08/10/2026
- Limits:
- Bodily Injury by Accident \$1,000,000 each accident
- Bodily Injury by Disease \$1,000,000 policy limit
- Bodily Injury by Disease \$1,000,000 each employee

**Vessel Pollution- Policy#V-21754-25**

- Safe Harbor Pollution Insurance
- Effective Dates: 07/02/2025 - 07/02/2026
- Limit \$1,250,000.00 per occurrence.
- OPA
- CERCLA
- Combined Single Limit Coverage
- Cyber Exclusion Clause
- OFAC/Economic Sanctions Violation Exclusion
- TRIA Disclosure Endorsement
- Navigation Limits: Word Wide

**Hull and P&I-Policy#HUL0200419**

- RLI Group- See vessel schedule
- Effective Dates: 07/01/2025 - 07/01/2026
- P&I Limit: \$1,000,000 Deductible \$2,500.00
- Small Boat Policy Agreement
- Special Damages Exclusion
- Contractual Liability Extension
- In Rem
- Crew Warranty - Maximum Crew for Fleet
- General Section includes:
- Non-Stacking of Limits Endorsement



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Trucordia Insurance Services, LLC		NAMED INSURED High Tide Consultants, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

- Exclusion - Communicable Disease
- Exclusion Of Loss Due To Virus Or Bacteria
- American Institute Cyber Exclusion Clause

**Vessel Schedule:**

1997 21" Hanko - Agreed Hull Value: \$35,000.00

Deductible: \$2,500.00

Inland Marine Equipment Policy#MXI9307982425060

Effective Dates: 02/25/2026 - 08/10/2026

Gator Foot Amphibious Vehicle Serial #: 361519005956

Insured Value \$185,000.00

Loss Payee Listed:

Gator Foot Track Systems

P O Box 1657

Marrero, LA 70073

Commercial Umbrella Policy

Policy Follows Forms

Schedule of Underlying: General Liability, Auto Liability, Workers Compensation

# 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:

- Elected municipal officials of the City of Mandeville.
- Unclassified employees of the City of Mandeville.
- Persons appointed or elected to the various boards and commissions of the City of Mandeville.
- 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.

ATTACHMENT "A"

CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Lafourche

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared:

High Tide Consultants, LLC 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 B. Shane Gum 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, High Tide Consultants, LLC will conform to the provisions in the Code of Governmental 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:

Anne H. Trahan  
Anne H. Trahan  
Roxanne Legrand  
Roxanne Legrand

CONTRACTOR:

By:

[Signature]

Sworn to and subscribed before me this 27<sup>th</sup> day of April, 2010.

Karen H. Richard



**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:

Richard Galloway

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

**Choose A or B. If Option A is indicated please include the requested attachment.**

**Disclosure No. 1**

A.  Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B. \_\_\_\_\_ Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. \_\_\_\_\_ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B.  I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. \_\_\_\_\_ I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

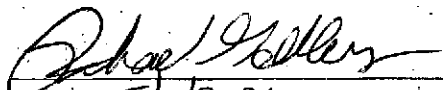
B.  I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

Disclosure No. 4

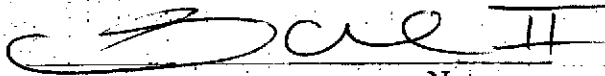
- A.  This affidavit **Is** being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.
- B.  This affidavit **Is Not** being submitted on behalf of a corporation, LLC, or other legal entity.

The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.

  
5/1/2026, AFFIANT

SWORN TO AND SUBSCRIBED before  
me this 01 day of May 2026



\_\_\_\_\_, Notary

Bar Roll # 85181

My Commission Expires Life



SALVADORE A. MORTILLARO II  
Notary Public  
Notary ID No. 88181  
St. Tammany Parish, Louisiana

**Contributions to Council Members or Mayor of the City of Mandeville**

<b>Date of Contribution</b>	<b>Amount</b>	<b>Recipient(s)</b>
5/11/2023	\$ 500.00	Clay Madden
5/17/2023	\$ 250.00	Skelly Kreller
11/27/2023	\$ 500.00	Jason Zuckerman
1/24/2024	\$ 250.00	Skelly Kreller
1/24/2024	\$ 500.00	Jason Zuckerman
6/23/2025	\$ 500.00	Clay Madden
4/10/2026	\$ 500.00	Clay Madden
4/10/2026	\$ 2000.00	Clay Madden

**Debts Owed to Appointed or Elected Officials of the City of Mandeville**

Amount of Debt	Elected or Appointed Official Owed Debt





NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED B. Shane Guin, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED Managing Member of High Tide Consultants, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR \_\_\_\_\_, BID NO. \_\_\_\_\_ 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.

[Handwritten Signature]  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 27<sup>th</sup>  
DAY OF April, 2020

Karen H. Richard  
NOTARY PUBLIC  
27<sup>th</sup> day of April, 2020



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

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SOWRN, DEPOSED AND SAID THAT THEY ARE THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREINAFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR \_\_\_\_\_, BID NO. \_\_\_\_\_ 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.

\_\_\_\_\_ 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 27<sup>th</sup>  
DAY OF April, 2026  
Karen H Richard  
NOTARY PUBLIC



**CITY OF MANDEVILLE**  
**DISCLOSURE OF OWNERSHIP**

STATE OF LOUISIANA \_\_\_\_\_  
PARISH/ COUNTY OF Lafourche

**BEFORE ME**, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that \_\_\_\_\_ (**Company Name**) is contracting with the City High Tide Consultants, LLC of Mandeville and listed below are the names and addresses of all persons or corporate entities who hold ownership interest in the company or who hold by proxy the voting power in the company and, if anyone is holding stock in his/her own name that actually belongs to another, the name of the person(s) for whom held, including stock held pursuant to a counter letter.

1. Persons or entities with ownership interests in the company:

B. Shane Guin	700 Canal Blvd., Thibodaux, LA 70301
Name	Address
Scott Poirrier	10950 Hwy 3125, Suite B, Luteher, LA 70071
Name	Address
Richard Galloway	170 New Camellia Blvd., Suite 102, Covington, LA 70433
Name	Address
Henry Schwartz, IV	3643 Hwy 308, Napoleonville, LA 70390
Name	Address

2. Persons or entities who hold by proxy the voting power:

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

3. Stock held for others and for whom held:

_____	_____
Name	Address
For Whom Held	Address
_____	_____
Name	Address
For Whom Held	Address
_____	_____
Name	Address
For Whom Held	Address

Sworn to and subscribed before me, the undersigned Notary Public, on this date: 5/4/2020



*Trinity Westerman*  
Trinity Westerman #211958  
Notary Signature, Printed name and Notary/Bar Roll #

Corporation Representative

**CITY OF MANDEVILLE**  
**DISCLOSURE OF OWNERSHIP**

STATE OF LOUISIANA \_\_\_\_\_  
PARISH/ COUNTY OF Lafourche

**BEFORE ME**, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that \_\_\_\_\_ (**Company Name**) is contracting with the City High Tide Consultants, LLC of Mandeville and listed below are the names and addresses of all persons or corporate entities who hold ownership interest in the company or who hold by proxy the voting power in the company and, if anyone is holding stock in his/her own name that actually belongs to another, the name of the person(s) for whom held, including stock held pursuant to a counter letter.

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_____	_____
Name	Address
_____	_____
Name	Address

3. Stock held for others and for whom held:

_____	_____
Name	Address
For Whom Held	Address
_____	_____
Name	Address
For Whom Held	Address
_____	_____
Name	Address
For Whom Held	Address

Sworn to and subscribed before me, the undersigned Notary Public, on this date: 5/4/2020



\_\_\_\_\_  
Corporation Representative

*Trinity Westerman*  
Notary Signature, Printed name and Notary/Bar Roll # #211958

**RES 26-17**

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

---

**RESOLUTION NO. 26-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND LINFIELD, HUNTER & JUNIUS, INC. FOR LIFT STATION NO.  
47 (162 SANCTUARY DRIVE) AND LIFT STATION NO.48 (ANTIBES WEST @  
TOPSL) REHABILITATION PROJECT AND PROVIDING FOR OTHER MATTERS  
IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with Linfield, Hunter & Junius, Inc. for professional design, bidding, construction administration and closeout, permitting and resident inspection services for the Lift Stations 47 & 48 Rehabilitation Project. The project scope consists of a rehabilitation of both stations, new perimeter fences, double gates and associated work.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Linfield, Hunter & Junius, Inc for Lift Station Nos. 47 and 48 Rehabilitation Project services on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this 14th day of May, 2026.

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Alicia Watts  
Clerk of Council

---

Jason Zuckerman  
Council Chairman

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MANDEVILLE  
AND  
LINFIELD, HUNTER & JUNIUS, INC.**

**COM PROJ. NOS. 212.26.009 (LS #47) & 212.26.010 (LS #48)  
MANDEVILLE LIFT STATION NO. 47 (162 SANCTUARY DRIVE) & LIFT STATION  
NO. 48 (ANTIBES WEST @ TOPSL) REHABILITATION 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 Linfield, Hunter & Junius, Inc. a Louisiana business corporation with registered office in Louisiana at 3608 18th Street, Suite 200, Metairie, Louisiana 70002 represented by Robert E. Nockton, P.E., P.L.S., by virtue of the Corporate Resolution of Linfield, Hunter & Junius, Inc. regarding Contracting Authority dated on December 10, 2025 and his authority as 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 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 April 17, 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 rehabilitation of Lift Station No. 47 and Lift Station No. 48 in the City of Mandeville in accordance with the Scope of Work described in the attached Consultant’s Proposal, or as subsequently amended by the Department of Public Works (the “**Department**”) or City Engineering.

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

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*)**

Survey Submittal and Data Assembly Phase

The Consultant shall review the programming and project documents provided by the Department to determine the scope of any additional surveying required. Based on the scope, estimated cost, and/or impact to the project schedule, the City may request the Consultant to perform this additional surveying or may choose to perform this additional surveying and provide the information collected to the Consultant.

The topographic survey shall include all necessary information in order to complete the design work. This may include visible surface objects including trees, power poles, manholes, drainage structures, fire hydrants, water meters, and other utility appurtenances, etc. The temporary bench marks must be located such as they will not be destroyed during construction. The base lines shall be referenced to apparent property lines and identified servitudes. The Consultant may also be required to acquire all information on existing and proposed utilities within the limits of the Project through field surveys and from contacts with the various utility companies so as to reasonably avoid any conflicts in the design or construction of the project. Consultant may also be required to research and obtain boundary information for any existing public and private utility servitudes or easements within the project limits or area required to make any required utility connections. Surveying must be performed and certified by a qualified surveyor, licensed to practice land surveying in the State of Louisiana.

Upon completion of the survey work, if requested, the Consultant shall submit to the Department: three (3) sets, full size 22-inches by 34-inches hard copies and electronic files of the survey work. All survey and servitude data and documentation shall be provided in a electronic format suitable for city viewing and records retention.

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

**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 Department of Health (LDH) permit.

## **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 two (2) years.

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

C. **PROJECT SCHEDULE:** 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*)** The services to be performed during the Survey and Data Assembly task phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this Task.
- 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>\$25,680.00</b>	(Lump Sum, NTE)
PHASE I(b)	Geotechnical Investigations	<b>(Not Used)</b>	(Lump Sum, NTE)
PHASE I(c)	Hydrologic & Hydraulic Study	<b>(Not Used)</b>	(Lump Sum, NTE)
PHASE II	Preliminary Design	<b>\$30,110.00</b>	(Lump Sum)

PHASE III	Environmental Study	<i>(Not Used)</i>	(Lump Sum, NTE)
PHASE IV(a)	Final Design	<b>\$18,818.75</b>	(Lump Sum)
PHASE IV(b)	Bid & Award	<b>\$3,763.75</b>	(Lump Sum)
PHASE V(a)	Construction Administration	<b>\$18,818.75</b>	(Lump Sum)
PHASE V(b)	Construction Closeout	<b>\$3,763.75</b>	(Lump Sum)
PHASE V(c)	Inspection, Reporting, & Verification <i>(if requested by the City)</i> <sup>(1)</sup>	<b>\$68,400.00</b>	(Hourly, NTE)
PHASE VI(a)	Permitting / Agency Coordination	<b>\$8,900.00</b>	(Hourly, NTE)
	Other Direct Costs	<b>\$500.00</b>	(Lump Sum, NTE)

<sup>(1)</sup> *The Owner's maximum billable rate for resident inspection at the time of this Agreement is \$76.00 per hour, calculated using the 2025 LADOTD salary scales and field office overhead. Any charges exceeding this cap must receive prior approval from the City. Any hourly rate exceeding this established maximum shall necessitate formal written approval from the City prior to implementation. Furthermore, the City reserves the absolute right to engage other consulting firms for any or all inspection services at its sole discretion.*

**B. MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$178,755.00**. 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 to the extent that the Consultant is ultimately found to be liable in accordance with Paragraph VI.A above.

## **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: Robert E. Nockton, P.E.  
Linfield, Hunter & Junius, Inc.  
3608 18<sup>th</sup> Street, Suite 200  
Metairie, LA 70002

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 this 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 as 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.

**LINFIELD, HUNTER & JUNIUS, INC.**

**BY:** \_\_\_\_\_  
**ROBERT E. NOCKTON, P.E., VICE-PRESIDENT**

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

## **Attachment A**

Linfield, Hunter & Junius, Inc. Engineering Services Proposal  
(dated April 17, 2026)



**LINFIELD, HUNTER & JUNIUS, INC.**

PROFESSIONAL ENGINEERS,  
ARCHITECTS AND SURVEYORS

3608 I8<sup>th</sup> Street / Suite 200  
Metairie, Louisiana 70002  
(504) 833-5300 / (504) 833-5350 fax  
LHJ@LHJunius.com

Ralph W. Junius, Jr., P.E.  
Nathan J. Junius, P.E., P.L.S.  
Anthony F. Goodgion, P.E.  
Charles E. Mouton, AIA  
Robert E. Nockton, P.E.  
Mark K. Annino  
Casey M. Genovese, P.E.

Daniel A. Flores, P.E.  
John M. Jackson, P.E.  
Vincent J. Leco, III, P.E.  
Eric R. Wright, P.E.  
Timothy J. Roth, P.E.

April 17, 2026

Mr. Buster Lyons, P.E., MBA  
Senior Program Manager  
Digital Engineering & Imaging, Inc.  
527 West Esplanade Avenue  
Suite 200  
Kenner, LA 70065

*Via Email – blyons@deii.net*

**Re: Lift Stations 47 (162 Sanctuary Drive) & 48 (Antibes West @ Tops L) Upgrades  
Mandeville, Louisiana  
City Project Nos. 212.26.009 (Lift Station 47) and 212.26.010 (Lift Station 48)  
Our File #: 26M-016**

Dear Mr. Lyons:

This is our revised proposal to provide professional engineering and surveying services for the referenced project. This project consists of rehabilitation and upgrade of Lift Stations 47 and 48 in Mandeville, Louisiana. Work includes replacing lift station pumps, motors and electrical equipment, rehabilitating lift station wet wells, replacing wet well and valve pit hatches with air tight hatches, adding odor control units and lift station agitators, replacing perimeter fencing and gates and minor items and work incidental to these improvements. Refer to Attachment A for a detailed Scope of Work at each lift station.

This proposal is for the following basic engineering services: Preliminary Design, Final Design, Bid and Award Phase, Construction Administration and Construction Closeout. Also included are topographic and boundary surveying services, assistance with permitting and, if requested, providing a resident project representative during construction.

Our revised preliminary construction cost estimate for this work is \$921,725.00. A copy of this estimate is attached (Attachment B). We propose to provide basic engineering services for a lump sum fee of \$75,275.00. Our fee is based upon 8.17% of the estimated construction cost in accordance with the 2026 State FP&C Fee Curve. A copy of the spreadsheet used to develop this fee is attached (Attachment C). We propose the following fee phase breakdown with the estimated number of calendar days to complete each phase:

Preliminary Design	40% of 75,275.00 or	\$ 30,110.00	(90 days)
Final Design	25% of \$75,275.00 or	\$ 18,818.75	(45 days)
Bid & Award	5% of \$75,275.00 or	\$ 3,763.75	(60 days)
Construction Administration	25% of \$75,275.00 or	\$ 18,818.75	(120 days)
Construction Closeout	5% of \$75,275.00 or	<u>\$ 3,763.75</u>	
		\$ 75,275.00	

Calendar days above do not include City of Mandeville submittal review times.

Topographic and boundary surveying will be required for this project. We propose to provide topographic and boundary surveying necessary for design as a supplemental service for a lump sum fee of

Mr. Buster Lyons, P.E., MBA  
Senior Program Manager  
Digital Engineering & Imaging, Inc.  
Page 2  
April 17, 2026

\$25,680.00. Refer to Attachment D for a detailed Scope of Work. We estimate that final topographic and boundary surveys for both lift stations will be complete within 30 calendar days of issuance of a Notice to Proceed for this work. This is based upon timely receipt of boundary, servitude and/or easement information for both lift stations from the City of Mandeville.

We anticipate that a permit for this project will be needed from the Louisiana Department of Health (LDH). We propose to assist the City of Mandeville to obtain this permit as a supplemental service on an hourly basis. A budget of \$8,900.00 is recommended for these services. Our rates for hourly services are attached. We understand that other permits that may be required will be the responsibility of others.

Full-time resident inspection is recommended during construction of this project. A total budget of \$68,400.00 is recommended for resident inspection services based upon a 4-month construction period (or one (1) full-time inspector for 90 working days, 8 hours per day at \$95 per hour) and work at both lift stations performed concurrently. Overtime and/or weekend work is not included in this budget. Our rate for inspectors is included on the attached rates sheet

The following summarizes our proposed fees for this project:

Basic Services – Lump Sum	\$ 75,275.00
Topographic and Boundary Survey – Lump Sum	25,680.00
Permitting – Budget (Hourly Rate Payment)	8,900.00
Resident Inspection – Budget (Hourly Rate Payment)	68,400.00
Other Direct Costs – Lump Sum, Not to Exceed	<u>500.00</u>
Total Estimated Fee	<u>\$ 178,755.00</u>

These fees do not include ALTA survey, resubdivision, right-of-way acquisition, geotechnical engineering, traffic engineering, stormwater design, lift station drawdown tests or testing. These services are considered additional work and can be performed on an hourly basis or negotiated lump sum fee if required along with any other work.

Our proposal is based upon being furnished all existing lift station pump information including flow and head data and/or pump curves and available lift station boundary, servitude and easement information.

We appreciate the opportunity to provide this proposal and hope it meets your approval. Please do not hesitate to call should you have any questions.

Yours very truly,

LINFIELD, HUNTER & JUNIUS, INC.



Robert E. Nockton, P.E.  
Vice President

REN/dlm  
Enclosures

## **ATTACHMENT A**

### **Lift Stations 47 (162 Sanctuary Drive) and 48 (Antibes West @ Tops L) Upgrades Mandeville, Louisiana**

#### **Project Scope of Work**

The general work to be performed at Lift Stations 47 and 48 is as follows:

##### Lift Station 47 (162 Sanctuary Drive)

- Replace pumps, rails, vent and discharge piping
- Replace valves (checks and gates), EPO (w/ male quick-connect) and valve pit piping. Air release valves are not needed. Valves need handles up for ease of access.
- Replace wet well and valve pit top and hatch (airtight)
- Clean and line wet well
- Install new odor control unit
- Install new lift station agitators in wet well (Kasco or equal) – City to provide additional information during design
- Replace control panel. Install new TESCO panel raised to BFE +2' (maintain single phase power). Panel to have light inside, outlet, SCADA capability and generator hookup.
- New service racks and exposed piping to be painted green (Sherwin Williams 6447 Evergreens) or as otherwise determined
- Leave existing hose bib as-is
- New perimeter fence and double gates (cedar with metal posts or decorative) – fence height to be based upon control panel height
- Dress up aggregate driveway
- Clean and line discharge sewer manhole @ Sanctuary/Pintail – replace frame and cover with bolt-down cover, rework stack and install sewer guard (Sewer Sentry or equal)

##### Lift Station 48 (Antibes West @ TopsL – Mariners Village)

- Replace pumps, discharge piping and header – provide grinder pumps, HDPE discharge piping, and add rails if possible
- Clean and inspect wet well (fiberglass)
- If feasible – add valving (in cast iron meter boxes with 2" valve) / EPO / odor control unit and backflow preventor with cover
- Replace wet well and valve pit top and hatch (airtight)
- Install new lift station agitators in wet well (Kasco or equal) – City to provide additional information during design

- Replace control panel. Provide new TESCO panel if it will fit within fencing. New panel to be raised to BFE +2' (upgrade from single phase to three phase power if possible). Panel to have light inside, outlet, SCADA capability and generator hookup.
- New service racks and exposed piping to be painted green (Sherwin Williams 6447 Evergreens) or as otherwise determined
- Add hose bib with backflow preventor
- New perimeter fence and gate (cedar with metal posts or decorative) – fence height to be based upon control panel height

**ATTACHMENT B**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**LIFT STATIONS 47 (162 SANCTUARY DRIVE) & 48 (ANTIBES @ TOPSL - MARINERS VILLAGE) UPGRADES**

Linfield, Hunter & Junius, Inc.

April 17, 2026

<b>LIFT STATION 47 (162 SANCTUARY DRIVE) UPGRADES</b>					
City of Mandeville					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extension</b>
1	Mobilization and Demobilization	Lump	1	\$ 23,300.00	\$ 23,300.00
2	Temporary Signs and Barricades	Lump	1	\$ 5,000.00	\$ 5,000.00
3	Demolition (Pumps, Piping, Valves, Electrical, Lids, Fence)	Lump	1	\$ 9,000.00	\$ 9,000.00
4	Temporary Bypass Pumping	Lump	1	\$ 38,500.00	\$ 38,500.00
5	Wet Well Rehabilitation (Clean and Line)	Square Foot	300	\$ 50.00	\$ 15,000.00
6	New Pumps and Motors (5 HP)	Each	2	\$ 38,500.00	\$ 77,000.00
7	Piping and Valves (including EPO)	Lump	1	\$ 30,000.00	\$ 30,000.00
8	Electrical (incl. Elevating Control Panel)	Lump	1	\$ 150,500.00	\$ 150,500.00
9	Vent with Odor Control Unit	Each	1	\$ 15,000.00	\$ 15,000.00
10	Lift Station Agitator in Wet Well	Each	1	\$ 3,500.00	\$ 3,500.00
11	New Wet Well and Valve Pit Lids and Hatches (Aluminum, Air-Tight)	Lump	1	\$ 10,000.00	\$ 10,000.00
12	New Fencing and Double Gates (Cedar or Decorative, 8-feet High)	Linear Foot	145	\$ 125.00	\$ 18,125.00
13	Aggregate Driveway Restoration	Square Yard	35	\$ 30.00	\$ 1,050.00
14	Clean and Line Sewer Manhole @ Sanctuary Drive/Pintail Trace	Lump	1	\$ 15,000.00	\$ 15,000.00
Subtotal					\$ 410,975.00
Undeveloped Design Details (15%)					\$ 61,646.25
<b>Total Construction Cost</b>					<b>\$ 472,621.25</b>

<b>LIFT STATION 48 (Antibes West @ Topsl - Mariners Village) UPGRADES</b>					
City of Mandeville					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extension</b>
1	Mobilization and Demobilization	Lump	1	\$ 22,100.00	\$ 22,100.00
2	Temporary Signs and Barricades	Lump	1	\$ 5,000.00	\$ 5,000.00
3	Demolition (Pumps, Piping, Electrical, Lids, Fence)	Lump	1	\$ 9,000.00	\$ 9,000.00
4	Temporary Bypass Pumping	Lump	1	\$ 43,500.00	\$ 43,500.00
5	Wet Well Rehabilitation (Clean/Inspect)	Square Foot	150	\$ 25.00	\$ 3,750.00
6	New Pumps and Motors (3 HP)	Each	2	\$ 31,500.00	\$ 63,000.00
7	Piping and Valves (including EPO)	Lump	1	\$ 24,500.00	\$ 24,500.00
8	Electrical (incl. Elevating Control Panel and Service Upgrade to 3-Phase)	Lump	1	\$ 180,500.00	\$ 180,500.00
9	Vent with Odor Control Unit	Each	1	\$ 15,000.00	\$ 15,000.00
10	Lift Station Agitator in Wet Well	Each	1	\$ 3,000.00	\$ 3,000.00
11	New Wet Well Lid and Hatch (Aluminum, Air-Tight)	Lump	1	\$ 5,000.00	\$ 5,000.00
12	New Fencing and Gate (Cedar or Decorative, 8-feet High)	Linear Foot	35	\$ 125.00	\$ 4,375.00
13	New Hose Bib (Including Water Service and Backflow Preventor)	Lump	1	\$ 11,800.00	\$ 11,800.00
Subtotal					\$ 390,525.00
Undeveloped Design Details (15%)					\$ 58,578.75
<b>Total Construction Cost</b>					<b>\$ 449,103.75</b>

<b>Total Estimated Construction Cost - Lift Stations 47 &amp; 48</b>					<b>\$ 921,725.00</b>
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# ATTACHMENT C

## COMPUTATION OF FEE

PROJECT No.: 26M-016

PROJECT NAME: Lift Stations 47 (162 Sancutuary Drive) & 48 (Antibes West @ Tops L - Mariners Village) Upgrades  
Mandeville, Louisiana

FUNDS AVAILABLE FOR CONSTRUCTION (AFC) = \$ 921,725.00

FEE COMPUTATION

FEE % for calculation =  $\frac{46.1}{\text{Log}(\text{AFC}(1975 \text{ BCI} / \text{Current BCI}))}$  = 8.96%

BASE FEE= FEE%(AFC(1975 BCI/Current BCI)(Current CPI/ 1975CPI) = \$ 75,274.52

BASE FEE as percentage of AFC 8.17%

RENOVATION FACTOR (RF) = 1.00

MODIFICATION FACTOR = 1.00

**FEE** \$ **75,274.52**

FINAL FEE as percentage of AFC 8.17%

INDICES

	BCI	CPI
1975	1306	53.8
Current <span style="background-color: #cccccc;">2026</span>	8569	321.9

Fee Schedule	TOTAL	
Preliminary Design	\$ 30,109.81	40%
Final Design	\$ 18,818.63	25%
Bid & Award	\$ 3,763.73	5%
Construction Administration	\$ 18,818.63	25%
Construction Closeout	\$ 3,763.73	5%
Total	\$ 75,274.52	100%

## **ATTACHMENT D**

### **Lift Stations 47 (162 Sanctuary Drive) and 48 (Antibes West @ Tops L) Upgrades Mandeville, Louisiana**

#### **Boundary and Topographic Survey Scope of Work**

Boundary and topographic surveying at Lift Stations 47 and 48 will be performed as follows:

- No title research will be performed by the surveyor.
- Iron rods will be placed at property corners if no monument exists.
- Easements will be shown based on easements provided by the City.
- Property lines will be shown with distance and bearings or interior angles.
- Area of the properties will be shown in square footage and acres.
- Existing improvements within the survey limits, such as pavement, curbs, fencing, sidewalks, and structures, will be located. Survey limits will extend ten feet (10') beyond lift station perimeter fences.
- Wet well and valve pit dimensions and depths will be measured.
- Visible utilities will be located including drain and sewer top of casting, invert elevations, and pipe material will be noted based on what is visible in each structure.
- Subsurface/nonvisible utilities will be located based on a LA One Call/811 request.
- This is not a tree survey.
- Elevations will be collected using GPS RTK (Leica Smartnet).
- This is not an ALTA/ACSM survey.
- Survey will be drafted at an appropriate scale using AutoCAD and a pdf copy of the survey will be developed.

These services do not include hydrographic surveying, title research, ALTA/NSPS survey, design services, resubdivision, permitting, permit fees, wetland issues, LEED items, testing, geotechnical engineering, SWPPP, renderings, public meetings, recordings, fees, etc. These services and any other services not provided for elsewhere in this proposal are considered additional work and can be performed on an hourly basis if required along with any other additional work.



**LINFIELD, HUNTER & JUNIUS, INC.**

PROFESSIONAL ENGINEERS,  
ARCHITECTS AND SURVEYORS

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Metairie, Louisiana 70002  
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lhj@LHJunius.com

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Anthony F. Goodgion, P.E.  
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John M. Jackson, P.E.  
Vincent J. Leco, III, P.E.  
Eric R. Wright, P.E.  
Timothy J. Roth, P.E.

**FEE SCHEDULE**

**Lift Stations 47 (162 Sanctuary Drive) & 48 (Antibes West @ Tops L) Upgrades  
April 9, 2026**

<u>POSITION</u>	<u>HOURLY RATE</u>
WORD PROCESSING/CLERICAL	\$ 80.00
JUNIOR TECHNICIAN	\$ 85.00
INSPECTOR	\$ 95.00
SENIOR INSPECTOR	\$135.00
TECHNICIAN	\$140.00
DESIGNER	\$155.00
SENIOR SURVEYING TECHNICIAN	\$155.00
JUNIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$155.00
ENGINEER/ARCHITECT/SURVEYOR/LANDSCAPE ARCHITECT	\$215.00
SENIOR TECHNICIAN/DESIGNER	\$250.00
SENIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$260.00
ENGINEERING/ARCHITECTURAL/SURVEYOR MANAGER	\$325.00
PRINCIPAL	\$365.00
SENIOR PRINCIPAL	\$450.00

REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND SUB-CONSULTANTS  
WILL BE BILLED AT COST PLUS 10%. EQUIPMENT OWNED AND USED BY US WILL  
BE BILLED AT COMPARABLE RENTAL RATES. TRAVEL TIME IS BILLED AT  
HOURLY RATES.

## RESOLUTION

On this the 10<sup>th</sup> day of December, 2025, I, Brenton A. Rodriguez, as the Secretary of Linfield, Hunter & Junius, Inc., do hereby certify that the following is a true and correct extract from the Minutes of the Board of Directors Meeting of Linfield, Hunter & Junius, Inc., held on December 10, 2025 at the office of Linfield, Hunter & Junius, Inc.

WHEREAS, during the regular course of business, it is necessary for Nathan J. Junius, as President, and Ralph W. Junius, Jr., Anthony F. Goodgion, Mark K. Annino, Robert E. Nockton, Daniel A. Flores, Casey M. Genovese, as Vice-Presidents, to enter into contracts and agreements on behalf of Linfield, Hunter & Junius, Inc. (the "Corporation") for professional services under terms that they deem to be prudent and appropriate;

NOW, THEREFORE, BE IT RESOLVED that Nathan J. Junius, as President, and Ralph W. Junius, Jr., Anthony F. Goodgion, Mark K. Annino, Robert E. Nockton, Daniel A. Flores, Casey M. Genovese, as Vice-Presidents, or any one of them, be and hereby are authorized to act on behalf of the Corporation and to enter into contracts and agreements for professional services under such terms that they deem prudent and appropriate.

BRENTON A. RODRIGUEZ  
SECRETARY



# 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:

- Elected municipal officials of the City of Mandeville.
- Unclassified employees of the City of Mandeville.
- Persons appointed or elected to the various boards and commissions of the City of Mandeville.
- 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 Jefferson

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared:

Robert E. Nockton; 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 Linfield, Hunter & Junius, Inc. 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, Linfield, Hunter & Junius, Inc. will conform to the provisions in the Code of Governmental 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:

*Darla L. Morales*  
\_\_\_\_\_

CONTRACTOR:

*[Signature]*  
By: Linfield, Hunter & Junius, Inc.  
3608 18th St.  
Metairie, LA 70002

Sworn to and subscribed before me this 13 day of April, 2026.

*[Signature]*

END OF SECTION

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:

Robert E. Nockton, Vice President

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

**Choose A or B. If Option A is indicated please include the requested attachment.**

**Disclosure No. 1**

A.  Within the 48 month period preceding the date of the contract with the City of Mandeville, I Have made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

**B.** \_\_\_\_\_ Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

**A.** \_\_\_\_\_ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

**B.**  X  I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

**A.** \_\_\_\_\_ I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

**B.**  X  I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.


Disclosure No. 4

A. X This affidavit Is being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.

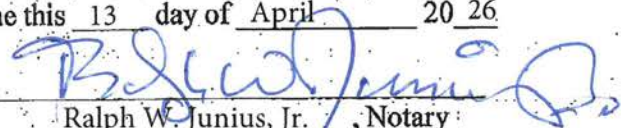
B. \_\_\_\_\_ This affidavit Is Not being submitted on behalf of a corporation, LLC, or other legal entity.

The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.

Robert E. Nockton   
Vice President, AFFIANT

SWORN TO AND SUBSCRIBED before  
me this 13 day of April 20 26

  
Ralph W. Junius, Jr., Notary  
Bar Roll # 27467  
My Commission Expires At Death



**Campaign Contributions**  
**Linfield, Hunter & Junius, Inc.**  
**Ralph W. Junius, Jr.**  
**Nathan J. Junius**  
**March 11, 2022 to April 13, 2026**

**Clay Madden**

Date	Amount	Donor
03/14/22	\$ 250	Linfield, Hunter & Junius, Inc.
11/11/22	\$ 500	Nathan J. Junius
08/25/23	\$ 300	Nathan J. Junius
01/30/24	\$ 500	Nathan J. Junius
03/28/25	\$ 250	Linfield, Hunter & Junius, Inc.
04/06/26	\$ 1,000	Linfield, Hunter & Junius, Inc.

CITY OF MANDEVILLE  
DISCLOSURE OF OWNERSHIP

STATE OF LOUISIANA  
PARISH/ COUNTY OF Jefferson

BEFORE ME, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that Linfield, Hunter & Junius, Inc. (Company Name) is contracting with the City of Mandeville and listed below are the names and addresses of all persons or corporate entities who hold ownership interest in the company or who hold by proxy the voting power in the company and, if anyone is holding stock in his/her own name that actually belongs to another, the name of the person(s) for whom held, including stock held pursuant to a counter letter.

1. Persons or entities with ownership interests in the company:

<u>Nathan J. Junius</u>	<u>3608 18<sup>th</sup>. St. Metairie, LA 70002</u>
Name	Address
<u>Ralph W. Junius, Jr.</u>	<u>3608 18<sup>th</sup>. St. Metairie, LA 70002</u>
Name	Address
_____	_____
Name	Address


2. Persons or entities who hold by proxy the voting power:

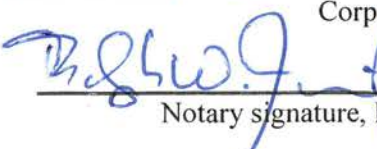
<u>Nathan J. Junius</u>	<u>3608 18<sup>th</sup>. St. Metairie, LA 70002</u>
Name	Address
<u>Ralph W. Junius, Jr.</u>	<u>3608 18<sup>th</sup>. St. Metairie, LA 70002</u>
Name	Address
_____	_____
Name	Address

3. Stock held for others and for whom held:

_____	_____
Name	Address
_____	_____
For Whom Held	Address
_____	_____
Name	Address
_____	_____
For Whom Held	Address
_____	_____
Name	Address
_____	_____
For Whom Held	Address

Sworn to and subscribed before me, the undersigned Notary Public, on this date: April 13, 2026

 Robert E. Nockton, Vice President  
Corporation Representative

 27467 Ralph W. Junius, Jr.  
Notary signature, Printed name and Notary/Bar Roll #

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

STATE OF LOUISIANA  
PARISH OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Robert E. Nockton, WHO AFTER BEING BY ME DULY SOWRN, DEPOSED AND SAID THAT THEY ARE THE FULLY AUTHORIZED Vice-president OF Linfield, Hunter & Junius, Inc. (HEREINAFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Mandeville LS 47 & 48, BID NO. \_\_\_\_\_ 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** 13

**DAY OF** April, 2026

  
NOTARY PUBLIC

**NON-CONVICTION AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Robert E. Nockton, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED Vice President OF Linfield, Hunter & Junius, Inc.(HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Mandeville LS 47 & 48, BID NO. \_\_\_\_\_ 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:

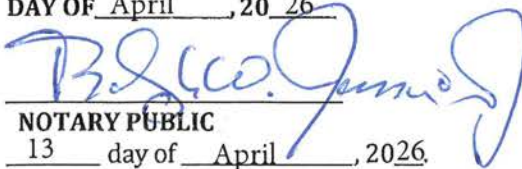
- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (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 13  
DAY OF April, 2026

  
\_\_\_\_\_  
NOTARY PUBLIC  
13 day of April, 2026



City of Mandeville  
 3101 E. Causeway Approach  
 Mandeville, LA 70448  
 985-626-3144

Date: 04/27/26		<b>VENDOR REGISTRATION FORM</b>		Vendor Number: <i>City Use Only</i>
<b>Contact Information</b>				
Company Name:		Linfield, Hunter & Junius, Inc.		
FEIN: <i>Attach IRS Form W-9</i>		72-0939482		
Remittance Address:*		3608 18th St.		
City, State, Zip:		Metairie, LA 70002		
Phone:		(504)833-5300		
Sales Contact Name: Brent Rodriguez				
Email: brodriguez@lhjunius.com			Phone: (504)833-5300	
Accounting Contact Name: Brent Rodriguez				
Email: brodriguez@lhjunius.com			Phone: (504)833-5300	
<b>Business Information</b>				
Products Provided:				
Services Provided: Engineering, Survey				
Insured: <i>Attach COI</i>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Licensed:		Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
License Type:			License Number:	
Comments:				

\* To set up your company for EFT payments, please complete and return the attached EFT authorization page.

CLAY MADDEN  
MAYOR

**City of Mandeville**  
"THE HEART OF THE OZONE BELT"



CITY COUNCIL

**SCOTT G. DISCON**  
COUNCIL CHAIRMAN  
**JASON ZUCKERMAN**

*AT-LARGE*  
**CYNTHIA STRONG-THOMPSON**  
*DISTRICT I*

**KEVIN VOGELTANZ**  
*DISTRICT II*

**JILL MCGUIRE**  
*DISTRICT III*

I authorize the City of Mandeville and the financial institution named below to initiate ACH deposits to my checking or savings account. This authorization will remain in effect until I notify the City in writing to cancel it. Please print all information below.

**Linfield, Hunter & Junius, Inc.**

**(504)833-5300**

Name

Phone Number

**3608 18th St. Metairie, LA 70002**

Address

**brodriguez@lhjunius.com**

Email

**Hancock Whitney**

Name of Financial Institution

**Metairie**

**LA**

**70002**

City

State

Zip Code

**0012413107**

Bank Account Number



Checking



Savings

**065400153**

Financial Institution Routing Number

**Brenton Rodriguez**

Digitally signed by Brenton Rodriguez  
DN: cn=Brenton Rodriguez, o=Linfield, Hunter & Junius, Inc., ou,  
email=brodriguez@lhjunius.com, c=US  
Date: 2026.04.27 09:48:01 -05'00'

**04/27/26**

Signature

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 4041 Essen Ln Ste 400 Baton Rouge LA 70809	<b>CONTACT NAME:</b> Ben Smith <b>PHONE (A/C, No, Ext):</b> 225-336-3200 <b>E-MAIL ADDRESS:</b> GGB.CADE.asinfo@ajg.com		<b>FAX (A/C, No):</b> 225-336-4536													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Louisiana Workers' Compensation Corp</td> <td>22350</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C : Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER D : Nutmeg Insurance Company</td> <td>39608</td> </tr> <tr> <td>INSURER E : Crum &amp; Forster Specialty Insurance Co</td> <td>44520</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Louisiana Workers' Compensation Corp	22350	INSURER B : XL Specialty Insurance Company	37885	INSURER C : Colony Insurance Company	39993	INSURER D : Nutmeg Insurance Company	39608	INSURER E : Crum & Forster Specialty Insurance Co	44520	INSURER F :
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INSURER F :																
<b>INSURED</b> Linfield, Hunter & Junius, Inc. 3608 18th Street, Suite 200 Metairie LA 70002	LINFHUN-01															

**COVERAGES**

CERTIFICATE NUMBER: 1435699243

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		103GL021992300	7/23/2025	7/23/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		43UECDS6575	7/23/2025	7/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		SEO142670	7/23/2025	7/23/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7545D	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made Form			DPR5046323	7/23/2025	7/23/2026	Per Claim \$2,000,000 Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is included as Additional Insured along with Waiver of Subrogation on General and Automobile Liability as required by written contract; these insurances are primary and non-contributory as required by written contract. Waiver of subrogation included on Workers Compensation and Professional Liability policies as required by written contract. Umbrella policy includes waiver of subrogation and additional insured to the underlying General, Auto and Employers Liabilities policies as required by written contract subject to each policy's terms, exclusions and conditions.

The City of Mandeville, its officers, agents, employees, and volunteers shall be named as an Additional Insured on all General Liability, Automobile Liability, and Excess/Umbrella Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Mandeville 1100 Mandeville High Blvd. Mandeville LA 70471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

**Request for Taxpayer  
 Identification Number and Certification**  
 Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Linfield, Hunter &amp; Junius, Inc.</b>		
	<b>2</b>	Business name/disregarded entity name, if different from above. <b>N/A</b>		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions. <b>3608 18th St.</b>	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code <b>Metairie, LA 70002</b>		
	<b>7</b>	List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
7	2		-	0	9	3	9	4	8	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>3/10/20</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they