

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

RESOLUTION NO. 23-02

**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 NEEL-SCHAFFER, INC. AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Neel-Schaffer, Inc. for professional engineering services, including a study that will consist of performing high level road safety analysis to develop low-cost safety improvements and/or traffic calming recommendations to reduce crashes and increase roadway safety along corridors within the City of Mandeville.

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Neel-Schaffer, Inc. for engineering services on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF

MANDEVILLE AND

NEEL-SCHAFFER, INC.

COM PROJ. NO. 100.23.003

CITY OF MANDEVILLE SAFETY STUDY PROJECT

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Neel-Schaffer, Inc. represented by Nick J. Ferlito, Jr., P.E., PTOE, Senior Vice President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

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

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated December 12, 2022 (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.

This study will consist of performing high level road safety analysis to develop low-cost safety improvements and/or traffic calming recommendations to reduce crashes and increase roadway safety along corridors within the City of Mandeville. Crash history on the local highway network using variations in crash statistics to identify possible roadway issues and potential infrastructure and operations safety countermeasures for these corridors will be evaluated. Speeding and stop sign running citations to be provide by the City of Mandeville Police Department will be evaluated along with the crash history to determine if there is any correlation between the two.

This study will be performed for the following city corridors / intersections.

Roadway Segments

1. Monroe Street (E. Causeway to Girod Street)
2. Cambronne Street (E. Causeway to Monroe Street)
3. Lafitte Street (US 190 to Lakeshore Drive)
4. Marigny Avenue (US 190 to Lakeshore Drive)
5. Lamarque Street (US 190 to Lakeshore Drive)
6. Jackson Avenue (US 190 to Lakeshore Drive)
7. Lakeshore Drive (West Beach Parkway to Jackson Avenue)
8. Girod Street (US 190 to Lakeshore Drive)
9. Heavens Drive (LA 22 to Dorado Drive)
10. Garden Avenue (W. Causeway to Neighborwoods)
11. Beau Rivage Drive

Intersections

1. Monroe Street at N/E/W Causeway Boulevard (includes Old Golden Shores entrance)
2. Monroe Street at Carondelet Street
3. Monroe Street at Wilkinson Street
4. Monroe Street at Lafayette Street
5. US 190 at Carondelet Street
6. US 190 median opening east of Causeway (Premier Center/Starbucks crossover)
7. E. Causeway at Cambronne Street
8. W. Causeway at Sandra Lee Drive / Florida Street
9. Lamarque Street at Montgomery Street
10. Livingston Street at Colbert Street
11. Montgomery Street at Foy Street
12. Heavens Drive at Garden Avenue

The Consultant shall coordinate with City of Mandeville to obtain speed citations and pedestrian information for the ongoing Pedestrian Safety Study sponsored by RPC. DOTD's CatScan Safety Analysis Tool will be used to identify potential safety issues. Potential safety countermeasures will be selected to address these safety issues. For the selected countermeasures, the consultant shall determine estimated crash reductions, high level estimated improvement costs, and safety benefit/cost ratios.

The safety study scope of work shall include the following tasks:

- I. Project Management
- II. Data and Methodology
- III. Safety Analysis Tool application
- IV. Countermeasure Selection
- V. Safety Benefit/Cost Analysis
- VI. Deliverables

These tasks are further detailed as follows:

I. Project Management

A. Kickoff Meeting

This initial meeting will establish the foundation for continued coordination, to develop a mutual understanding of the deliverables, to present a schedule, and agree on the procedures to follow. This meeting is to be scheduled at the beginning of the project. Any requests or exchange of information from either party necessary to complete the scope of services, such as crash data, aerials, and as built plans at this meeting. It is the consultant's responsibility to take minutes for this meeting and distribute copies to all attendees. At the completion of each task, the deliverables will be submitted to the City of Mandeville for review. The consultant shall not move on to the next task until the approval of submitted deliverables.

B. Intermediate Meetings

Meetings shall be conducted throughout the entire process as needed with the City of Mandeville as appropriate. Meeting notes shall be provided for all attendees within two days following a meeting. Three (3) intermediate meetings are assumed to take place during this project. One (1) project progress meeting; one (1) meeting to discuss draft of findings; and one (1) meeting to discuss final deliverables.

C. Monthly Reports

Monthly progress reports shall be prepared by the Consultant to ensure that the project schedule is being kept. The report shall include a progress chart indicating percent of time elapsed and percent of work completed. The report shall include changes in project schedule. The report may include a discussion of the previous month's progress, problems that were encountered, unresolved issues, and anticipated work for the next month.

Task 1.0 Deliverables:

1. Minutes from kickoff meeting which shall include a project schedule.
2. Minutes from other coordination meetings as requested by the Project Manager.
3. A monthly progress report shall be submitted by the Consultant.

II. Data and Methodology

Data

The City of Mandeville shall provide the consultant with the necessary highway network screening data and tools that include the following:

1. Speeding Citations in searchable format for 2017 - 2021
2. Stop Sign Running Citations for study intersections for 2017-2021

3. Mandeville Multi-Modal Study sponsored by RPC

The following additional data will be obtained or collected by the consultant.

1. Replica big data to assist when origin / destination counts within Old Mandeville.
2. INRIX speed data to assist with determining vehicle operating speeds on the study corridors.
3. Additional ADT traffic counts (up to 16 counts) will be collected on the study corridors.
4. AM and PM turning movement counts will be collected at 11 locations.
5. Speed studies (up to 18 speed studies) will be collected on the study corridors.

Methodology

Crash data will be mapped along with speed citations to determine if there is any correlation between the two. Appropriate Safety Analysis Tools necessary to analyze the crash history for each of the identified priority segment and intersections include:

1. CatScan, for pattern recognition to determine overrepresented crash types for Segments and Intersections.
2. Previously used or preferred Crash Modification Factors (CMF) from the CMF Clearing House.

III. Safety Analysis Tool Application

Safety analysis shall be performed for all the identified segments and intersections to determine overrepresented crash types.

Overrepresented crash types may result from a potential reoccurring crash reporting error. If this is apparent, the Consultant shall review the crash reports to verify the type of collision. All fatalities will be reviewed for the latest three (3) years of verified crash data.

For all of the above locations, the Consultant will check if location is suitable for potential sidewalks/bike lanes based on pedestrian network screening, bicycle planning tools and overrepresented collisions with pedestrians and/or bicycles. Also consider local pedestrian and/or bike planning documents and project context.

Traffic data will also be review to document any potential operational issues that should be addressed.

IV. Countermeasure Selection

Countermeasures shall be based on previously used and/or preferred countermeasures. Selection of countermeasures shall be based on the overrepresented crash types and existing roadway features and may take into consideration operational issues. The search function from the Crash Modification Clearing House shall be used to identify countermeasures for specific crash types. The consultant shall document roadway features

(roadway width, pavement condition, presence and severity of curves, etc.) to determine the eligibility of for traffic calming measures/strategies. Roadway features may be documented utilizing web-based mapping tools such as Google Map or Bing Maps and/or City of Mandeville GIS data.

Countermeasure and/or traffic calming measure selection will be performed based on the safety analysis performed in Task III for all roadway segments and intersections listed in this scope of work.

V. Safety Benefit / Cost Analysis

For the countermeasures and/or traffic calming measures recommended at each location the Consultant shall provide a planning level estimated construction cost based on DOTD unit price averages assuming the potential projects will be publicly bid. The cost estimate shall include a value for engineering design and a value for construction inspection. If needed, the cost estimate shall include planning level costs for utilities and right-of-way.

The Consultant shall utilize previously used and/or preferred Crash Modification Factors and the CMF Clearinghouse to calculate the potential type and amount of annual crash reductions. The Consultant will use DOTD published crash costs for crash severity to calculate a potential annual benefit.

The Consultant shall prepare an economic analysis to compare initial capital cost to amortized benefits gained over the life of the project. The consultant will document the assumptions used for the analysis. The consultant will provide all electronic files developed to perform these analyses.

The planning level estimated construction cost and potential safety benefit will be based on the recommended countermeasures and/or traffic calming measures for all roadway segments and intersections listed in this scope of work.

VI. Deliverables

The deliverables shall include a summary of the following for all locations:

- Location
- Significant Crash Types and/or Operational concerns
- Potential Countermeasure and/or traffic calming measures
- Potential CMF
- Planning Level Cost
- Safety Benefit
- Benefit Cost Ratio
- Any additional studies required

If traffic calming measures/strategies are recommended, the deliverables will include a typical

section and high-level plan view sheets for each corridor where these strategies may be applicable. In addition, if additional studies are required at any location, these will be noted.

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

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

Task I.	Project Management
Task II.	Data Collection
Task III.	Safety Analysis
Task IV.	Countermeasure Selection
Task V.	Benefit / Cost Analysis
Phase VI.	Deliverables

B. CONSULTANT’S STANDARD OF CARE.

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

ARTICLE II. THE CITY’S OBLIGATIONS.

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
 1. GIS/CAD files of:
 - a. Street Assets for reference;
 - b. Utility and unit sheets (if available)
 - c. As-built drawings (if available)

- d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
- e. Provide speeding and stop sign running citations in searchable format for 2017 -2022 for all study locations;
- f. A copy of the Mandeville Multi-Modal Study sponsored by the New Orleans Regional Planning Commission (RPC);and
- g. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

ARTICLE III. CONTRACT TIME AND SCHEDULE

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

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

C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. 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.

A. **TASK I PROJECT MANAGEMENT:** The services to be performed during study will last the entire length of the contract upon issuance of the Notice to Proceed for this phase.

B. TASK II DATA COLLECTION: The services to be performed during the Data Collection task shall be completed within **EIGHTY (80) calendar days** from the date of issuance of the Notice to Proceed for this phase.

C. TASK III SAFETY ANALYSIS: The services to be performed during the Safety Analysis task shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

D. TASK IV COUNTERMEASURE SELECTION: The services to be performed during the Countermeasure Selection task shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

E. TASK V BENEFIT / COST ANALYSIS: The services to be performed during the Benefit / Cost Analysis task shall be completed within **SEVENTY-FIVE (75)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. TASK VI DELIVERABLES: The services to be performed during the Deliverables task shall be completed within **NINETY (90)** calendar days from the date of issuance of the Notice to Proceed for this phase.

ARTICLE IV. COMPENSATION

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

TASK I.	Project Management	\$10,200.00	(Lump Sum
TASK II.	Data Collection	\$34,545.00	(Lump Sum)
TASK III.	Safety Analysis	\$26,570.00	(Lump Sum)
TASK IV	Countermeasure Selection	\$28,670.00	(Lump Sum)
TASK V	Benefit / Cost Analysis	\$41,170.00	(Lump Sum)
TASK VI	Deliverables	\$37,330.00	(Lump Sum)
DIRECT EXPENSES		\$1,502.00	(NTE)

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$179,987.00**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of

Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

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

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

ARTICLE V. INVOICES

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

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

ARTICLE VI. INDEMNITY.

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

obligation under this Agreement.

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

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

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

ARTICLE VII. INSURANCE

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

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

4. **Professional Liability (Errors and Omissions):** with limits no less than \$1,000,000.00 per claim.

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

1. **Additional Insured Status:** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. **Primary Coverage:** For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant’s coverage.
3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase “extended reporting” coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION.

A. NON – DISCRIMINATION: In the performance of this Agreement, the Consultant will

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

B. NON – DISCRIMINATION IN EMPLOYMENT: In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Consultant will require all subcontractors to comply with the requirements of this article.

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

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

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

C. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: The Consultant, as an independent contractor, is being hired by the City under this Agreement for

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

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

ARTICLE X. NOTICES

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

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

 &

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

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. OWNERSHIP OF DOCUMENTS: All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such

material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

will include the neutral and other gender

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

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

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

O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: 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.

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

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

necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

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

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

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

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

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

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission

shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

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

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

NEEL-SCHAFFER, INC.

BY: _____

NICK J. FERLITO, JR., P.E., PTOE

64-0671634

CORPORATE TAX I.D.

City of Mandeville
Safety Study
Man-Hour Estimate Spreadsheet
December 12, 2022

NEEL-SCHAFFER, INC. MANHOURS	Principal	Supervisor Engineer	Project Manager	Engineer	Pre-Professional	Sr. Technician	Clerical
Project Management	0	5	24	33	0	0	12
1.A Kickoff/Initial Meeting	0	4	0	4	0	0	0
Meeting Minutes	0	1	0	2	0	0	0
1.B Intermediate Meetings (3 Meetings)	0	0	12	12	0	0	0
Meeting Minutes	0	0	3	6	0	0	0
1.C Project Management Tasks: Monthly Progress Reports/Update Project Schedules	0	0	9	9	0	0	12
Data Collection	0	5	27	52	68	124	0
Compiling Speed and Stop Sign Citations	0	1	2	4	16	0	0
Coordinating and reviewing Mandeville Multi Modal Study	0	1	4	8	0	0	0
Replica / INRIX Analysis	0	1	16	30	30	0	0
Machine Counts (16 locations)	0	1	2	4	8	40	0
AM/PM Peak TMC (11 locations)	0	1	2	4	8	66	0
Speed Studies (18 locations)	0	0	1	2	6	18	0
Safety Analysis	0	6	18	36	152	0	0
11 Segments							
Obtain and summarized crash reports for most recent 3 year period	0	1	1	2	4	0	0
Error Check crash reports (10 max per location and all fatal Crashes)	0	1	4	8	32	0	0
Analyze with DOTD CatScan	0	1	4	8	40	0	0
12 Intersections							
Obtain and summarized crash reports for most recent 3 year period	0	1	1	2	4	0	0
Error Check crash reports (15 max per location and all fatal Crashes)	0	1	4	8	32	0	0
Analyze with DOTD CatScan	0	1	4	8	40	0	0
Countermeasure Selection	0	10	24	48	80	60	0
Determine existng roadway/intersection features and conditions (23 locations)	0	1	4	8	16	60	0
Identify need for ped/bike improvements (23 locations)	0	1	4	8	8	0	0
Identify potential countermeasrues for 11 Segments	0	4	8	16	28	0	0
Identify potential countermeasrues for 12 Intersections	0	4	8	16	28	0	0
Benefit/Cost Analysis	0	12	50	86	164	0	0
Estimate Construction Cost for Segments (11 locations)	0	2	8	16	32	0	0
Calculate Crash Reductions for Segments (11 locations)	0	2	8	12	16	0	0
Estimate Safety Benefit Savings for Segments (11 locations)	0	1	4	6	8	0	0
Determine Safety Benefit Cost for Segments (11 locations)	0	1	4	6	8	0	0
Estimate Construction Cost for Intersections (12 locations)	0	2	8	16	28	0	0
Calculate Crash reductions for Intersections (12 locations)	0	2	8	12	16	0	0
Estimate Safety Benefit Savings for Intersections (12 locations)	0	1	4	6	8	0	0

Determine Safety Benefit Cost for Intersections (12 locations)	0	1	6	12	48	0	0
Deliverables	2	21	32	67	96	60	0
Draft Report	0	0	0	0	0	0	0
Summary of crash analysis	0	2	4	12	16	0	0
Summary of potential countermeasures and/or traffic calming	0	2	4	12	16	0	0
Summary of CMF/Planning level cost/Safety Benefit and BC analysis	0	4	8	12	24	0	0
High level traffic calming concepts if required	0	8	8	16	16	60	0
Summary of any additional studies required	0	1	2	0	0	0	0
Final Draft Report	1	2	4	10	16	0	0
Final Report	1	2	2	5	8	0	0
Total Estimated Man-hours	2	59	175	322	560	244	12

Estimated Billable Rate Fee

Classification	Hours	Billable Rate	Fee
Principal	2	\$250.00	\$500.00
Supervisor Engineer	59	\$225.00	\$13,275.00
Project Manager	175	\$160.00	\$28,000.00
Engineer	322	\$135.00	\$43,470.00
Pre-Professional	560	\$115.00	\$64,400.00
Sr. Technician	244	\$115.00	\$28,060.00
Clerical	12	\$65.00	\$780.00

1374

Total Labor Fee \$178,485.00

Direct Expenses \$ 1,502.00

Total Fees \$179,987.00

Contract Time 365 Calendar Days

Direct Expenses	Rate	amount
mileage 1200 miles at \$0.585 per mile	\$0.585	\$ 702.00
Kickoff mtg = 150 miles		
Progress Mtgs = 450 miles		
Data Collection = 600 miles		

Printing / Plotting Costs (4 Reports) \$200.00 \$800.00

Total Direct Expenses \$ 1,502.00