# THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_\_

#### **RESOLUTION NO. 24-09**

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 MANCHAC CONSULTING GROUP INC. TO WORK WITH THE
CITY TO ADJUST WATER RATE STRUCTURES AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH

WHEREAS; The Louisiana Division of Administration contracted Manchac Consulting Group, LLC to prepare the Water and Wastewater Utility Rate Study for the City of Mandeville; and

WHEREAS, the Rate Study was completed in October 2023 and was accepted by the City of Mandeville Staff and City Council on the day of November 16, 2023; and

WHEREAS, the City desires to enter into a professional services agreement with Manchac Consulting Group, Inc. to provide rate model support to the City, specifically, for the purpose of examining the impacts of creating a water demand charge that is based on meter size, examining adding additional tiers to the water volume rate, and developing a wastewater volume rate based on planned changes in the way the City will be billing wastewater; 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 Manchac Consulting Group, Inc., for continued services related to the rate model structures on behalf of the City of Mandeville.

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

AYES: NAYS: ABSTENTIONS:			
ABSENT:			
and the resolution was declared adopted this	day of	, 2024.	
Kristine Scherer Clerk of Council	Jason Zuc Council C		-



# Manchac Consulting Group, Inc.

# Standard Billing Rate Schedule 2024

CATEGORIES	HOURLY BILLING RATE	
Professional Engineering Services		
Principal (P.E.)	\$290.00	
Senior Project Manager (P.E.)	\$240.00	
Project Manager II (P.E.)	\$205.00	
Project Manager I (E.I.)	\$130.00	
Senior Project Engineer (P.E.)	\$195.00	
Project Engineer II (P.E.)	\$220.00	
Project Engineer I (E.I.)	\$120.00	
Professional Engineering Support Services		
CADD Designer /GIS Technician II	\$130.00	
CADD Drafter / GIS Technician I	\$110.00	
Construction Manager	\$155.00	
Resident Project Representative	\$90.00	
Utility Operational Support Services		
Senior Utility Operations Manager	\$130.00	
Utility Operator II	\$110.00	
Utility Operatorl	\$95.00	
Utility Maintenance II	\$110.00	
Utility Maintenance I	\$75.00	
Project Support Services		
Data Manager	\$125.00	
Document Control Specialist	\$75.00	
Field Services Equipment		
Combination Vac Truck & CCTV Van	\$500.00	

THIS IS AN AGREEMENT effective as of \_\_\_\_\_\_\_, 2024, ("Effective Date") between CITY OF MANDEVILLE ("CITY") and MANCHAC CONSULTING GROUP, INC. ("MANCHAC").

A. MANCHAC has been retained by CITY to provide services under this Agreement TO perform the following Project, generally described as follows:

The scope of work for this Agreement is generally to provide rate model support to the CITY. MANCHAC have previously developed a rate model for the City of Mandeville and the City has asked for continued services to be provided. Most of the work associated with this task will be working with the City to adjust rate structures. Specifically, examining the impacts of creating a water demand charge that is based on meter size, examining adding additional tiers to the water volume rate, and developing a wastewater volume rate based on planned changes in the way the City will be billing wastewater. For each change, a detailed spreadsheet showing how customer bills will change will be created. MANCHAC will also provide a PowerPoint outlining these changes, potential pros and cons of each change as well as the impacts to ratepayers. MANCHAC's Project Manager will attend up to two meetings with City Staff and/or the City Council."

- B. MANCHAC is to perform the services referred to herein as "Project".
- C. MANCHAC shall be the general administrator and coordinator of the Professional services for the Project, and shall facilitate the exchange of information among the consultants retained by CITY for the Project as necessary for the coordination of their respective services.
- D. MANCHAC shall provide services under this Agreement as CITY'S consultant for the Project, shall be solely responsible for the means and methods used in providing these services under this Agreement, is independent of the CITY, and is not a joint venture with CITY.

CITY and MANCHAC in consideration of their mutual covenants as set forth herein, agree as follows:

# ARTICLE 1 – SERVICES OF COMITE 1.01 Scope

A. MANCHAC shall provide the Basic Services set forth herein and in accordance with the fee schedule that is attached hereto as Exhibit A.

#### ARTICLE 2 – CITY'S RESPONSIBILITIES

#### 2.01 General

A. CITY shall have the responsibilities set forth herein.

#### ARTICLE 3 – TIMES FOR RENDERING SERVICES

#### 3.01 General

- A. MANCHAC'S services and compensation under this Agreement have been agreed to assuming the orderly and continuous progress of the Project through completion.
- B. If in this Agreement specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of MANCHAC, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project, the time of performance of MANCHAC'S services shall be subject to equitable adjustment.
- C. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

# 3.02 Suspension

- A. If CITY fails to give prompt written authorization to proceed with any phase of the services after completion of the immediately proceeding phase, or if MANCHAC'S services are delayed through no fault of MACHAC, MANCHAC may, after giving seven days written notice to CITY, suspend services under this Agreement.
- B. If MANCHAC'S services are delayed or suspended in whole or in part by CITY, or if MANCHAC'S services are extended by CITY'S actions or inactions for more than 90 days through no fault of MANCHAC, MANCHAC may be entitled to an adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect responsible costs incurred by MANCHAC in connection with, among other things, such delay or suspension and reactivation and the fact that the time of performance under this Agreement has been revised.

# **ARTICLE 4 – PAYMENTS TO COMITE**

# 4.01 Methods of Payment for Services of MANCHAC

A. For Basic Services. CITY shall pay MANCHAC a fee not to exceed \$25,000.00 for Basic Services, as outlined herein.

### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices*. Invoices will be prepared in accordance with MANCHAC'S standard invoicing practices and will be submitted to CITY by MANCHAC.
- B. Approval of Invoices. CITY shall review invoices submitted by MANCHAC within 15 days of receipt and shall promptly either approve said invoices or notify MANCHAC of any disputed items. Approval of invoices by CITY shall not be unreasonably withheld.
- C. Unpaid Invoices. If CITY has received and approved an invoice from MANCHAC for services, and if thereafter CITY fails to pay MANCHAC for the services and expenses covered by such invoice within 60 days of said invoice from COMITE.

# D. Payments Upon Termination.

- 1. In the event of any termination under paragraph 5.04, MANCHAC will be entitled to invoice CITY and will be paid in accordance with this Agreement for all services satisfactorily performed or furnished as determined by CITY, including Reimbursable Expenses and MANCHAC charges incurred through the effective date of termination.
- 2. In the event of termination by CITY for convenience or by MANCHAC for cause, MANCHAC, shall be entitled to invoice CITY and shall be paid for related close-out costs that are pre-approved by CITY, said approval will not be unreasonably withheld or delayed.
- E. Records of MANCHAC'S Costs. Records of MANCHAC'S costs pertinent to MANCHAC'S compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify MANCHAC'S charges and upon CITY'S reasonable request, copies of such records will be made available to CITY at cost.
- F. Legislative Actions. In the event of any legislative actions after the Effective Date of this Agreement by any level of government that impose taxes, fees or costs on MANCHAC services in connection with this Project, such new taxes, fees or costs shall be invoiced to and paid by CITY as a Reimbursable Expense to which a factor of 1.0 shall be applied. Should such costs be imposed, they shall be in addition to COMITE'S estimated total compensation.

# **ARTICLE 5 – GENERAL CONSIDERATIONS**

# 5.01 Standards of Performance

A. The standard of care for all professional and related services performed of furnished by MANCHAC under this Agreement will be the care and skill ordinarily used by members of MANCHAC'S profession practicing under similar circumstances at the same time and in the same locality. MANCHAC makes no warranties, express or implied, under this Agreement or otherwise, in connection with these services.

- B. MANCHAC shall be responsible for the technical accuracy of its services, data and Documents resulting therefrom, and the CITY shall not be responsible for discovering deficiencies therein. MANCHAC shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in CITY-furnished information.
- C. MANCHAC shall maintain on file in legible form, for a period of five years following the completion of its services, all its Documents, records (fiscal and other) and design calculations pertinent to its performance under this Agreement. A copy of these shall be available to the CITY at cost.
- D. MANCHAC may employ consultants, as MANCHAC deems necessary to assist in performance or furnishing of such services. MANCHAC shall not be required to employ any consultants unacceptable to CITY.
- E. CITY and MANCHAC shall comply with applicable Laws and Regulations and with standards mandated by CITY. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CITY'S responsibilities and to the scope, schedule, and compensation of or for the MANCHAC'S services.
- F. Unless indicated otherwise by CITY at the time of transmittal to MANCHAC, CITY shall be responsible for, and MANCHAC may rely on, the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CITY pursuant to this Agreement.
- G. MANCHAC shall not be requested to sign any documents, no matter by whom requested, that would result in MANCHAC'S having to certify, guarantee or warrant the existence of conditions whose existence MANCHAC cannot ascertain and, within the scope of MANCHAC'S services hereunder have not been and could not be ascertained. CITY agrees not to make resolution of any dispute with MANCHAC or payment of any amount due to MANCHAC in any way contingent upon MANCHAC signing any such certification.
- H. Material, Equipment and Services to be Provided. MANCHAC agrees to provide all equipment and consulting services necessary to perform MANCHAC'S obligations under this AGREEMENT except as otherwise expressly provided herein. MANCHAC agrees to provide all other necessary manpower, materials, equipment, services and facilities necessary to complete the Project as called for by this AGREEMENT and agrees to bear the cost of all analytical costs as applicable.

# 5.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, MANCHAC and CITY shall designate specific individuals to serve as MANCHAC'S and CITY'S representatives with respect to the services to be performed or furnished by MANCHAC under this Agreement. Such individuals shall have the authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

### 5.03 Use of Documents

- A. All Documents prepared or furnished by MANCHAC pursuant to this Agreement are instruments of service in respect to the Project and MANCHAC may retain an ownership and property interest therein (including the right of re-use at the discretion of MANCHAC) whether or not the Project is completed
- B. Copies of CITY-furnished data that may be relied upon by MANCHAC are limited to the printed copies (also known as hard copies) that are delivered to MANCHAC. Files in electronic media format of text, data, or graphics, or of other types that are furnished by CITY to MANCHAC are only for convenience of MANCHAC. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by MANCHAC. Files in electronic media format of text, data, or graphics, or of other types that are furnished by MANCHAC to CITY are only for the convenience of CITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. However, if MANCHAC'S electronic files are delivered to CITY for CITY'S delivery, the 60-day acceptance period will be corrected by the party delivering the electronic files. MANCHAC shall not be responsible to maintain documents stored in electronic media format after acceptance by CITY.
- E. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- F. When transferring documents in electronic media format, neither MANCHAC nor CITY make representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by MANCHAC and CITY, respectively, at the completion of the Project.
- G. CITY may make and retain copies of Documents for information and reference in connection with the use and occupancy of the Project by CITY'S related design services. Such Documents are not intended or represented to be suitable for re-use by CITY, CITY'S, or others on extensions of the Project or on any other project. Any such re-use or modification without written verification or adaptation by MANCHAC as appropriate for the specific purpose intended will be at the re-user's sole risk and without liability or legal exposure to MANCHAC or to MANCHAC'S consultants.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle MANCHAC to further compensation at rates to be agreed upon by CITY and MANCHAC.

#### 5.04 Termination

A. The obligation to provide further services under this Agreement may be terminated:

#### 1. For cause:

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days or receipt of such notice, to correct its failure to perform and proceed diligently to cure such failure within no more than 30 days of receipt thereof. However, if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

#### b. By MANCHAC:

- 1) upon seven days written notice if MANCHAC believes that MANCHAC is being requested by CITY to furnish or perform services contrary to MANCHAC'S responsibilities as a licensed professional; or
- 2) upon seven days written notice if MANCHAC'S services for the Project are delayed or suspended for more than 90 days for reasons beyond MANCHAC'S control.
- 3) MANCHAC shall have no liability to CITY on account of termination under paragraph 5.06.A.

#### 2. For convenience:

- a. By CITY effective upon receipt of notice by MANCHAC.
- b. By MANCHAC, if MANCHAC'S services under this Agreement cannot be performed because of a Hazardous Environmental Condition.
- B. CITY may establish the effective date of termination under paragraph 5.04A.1 up to 30 days later than otherwise provided to allow MANCHAC to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials for the Project in orderly files.

#### 5.05 Insurance

- A. MANCHAC shall secure and maintain, at its expense, such insurance that will protect it, and the CITY, from claims under the Louisiana Worker's Compensation laws, and any claims for bodily injury, death, or property damage which may arise from the error, or omission, or negligence of MANCHAC, its employees, or assigns, of professional services provided under this Agreement.
- B. All certificates of insurance shall be furnished to the CITY, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the CITY, in writing. MANCHAC shall provide proof of liability and workers' compensation insurance to CITY with \$1,000,000.00 minimum limits. (Said policies and Declaration sheets to be delivered to the CITY before commencement of work performed under this Agreement.)
- C. The CITY shall be named an additional insured and a waiver of subrogation in favor of the CITY shall be indicated on the certificate of insurance.

# 5.06 Dispute Resolution

A. CITY and MANCHAC agree to negotiate all disputes between them in good faith for a period of ten days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.

#### 5.07 Hazardous Environmental Condition

- A. CITY has disclosed all data available to CITY concerning known or suspected Hazardous Environmental Conditions or has represented that, to the best of CITY'S knowledge, a Hazardous Environmental Condition does not exist at or near the site.
- B. Based on CITY'S disclosures and representations to MANCHAC, to the best of its knowledge, has disclosed to MANCHAC the existence of all known Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material, if any, located at or near the Site including type, quantity and location.
- C. If any Hazardous Environmental Condition is encountered, or alleged, MANCHAC shall have the obligation to notify CITY and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that MANCHAC'S scope of work does not include any services related to an undisclosed Hazardous Environmental Condition. In the event MANCHAC or any party encounters a Hazardous Environmental Condition, MANCHAC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CITY or other appropriate party: (i) retains appropriate specialist MANCHAC(s) or CITY(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CITY acknowledges and agrees that MANCHAC is performing professional services for CITY and that MANCHAC is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liabilities Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with MANCHAC'S activities under this Agreement.

#### 5.08 Allocation of Risks

# A. Indemnification.

- 1. To the fullest extent permitted by law, MANCHAC shall indemnify, hold harmless, and defend the CITY, CITY'S consultants, CITY'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to, all fees and charges of CITY'S, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of MANCHAC or MANCHAC'S officers, directors, partners, employees, or MANCHAC'S consultants in the performance and furnishing of MANCHAC'S services under this Agreement.
- 2. To the fullest extent permitted by law, CITY shall indemnify and hold harmless MANCHAC, and MANCHAC'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to, all fees and charges of CITY'S, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY'S officers, directors, partners, employees, and CITY'S consultants with respect to this Agreement.
- 3. To the fullest extent permitted by law, MANCHAC'S total liability to CITY and anyone claiming by, through, or under CITY for any cost, loss or damages caused in part by the negligence of MANCHAC, including those for whom MANCHAC is responsible, and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that MANCHAC'S negligence bears to the total negligence of CITY, MANCHAC, and all other negligent entities and individuals.
- 4. To the fullest extent permitted by law, CITY'S total liability to MANCHAC and anyone claiming by, through, or under MANCHAC for any cost, loss or damages caused in part by the negligence of CITY, and in part by the negligence of MANCHAC or any other negligent entity or individual, shall not exceed the percentage share that CITY'S negligence bears to the total negligence of MANCHAC, CITY, and all other negligent entities and individuals.
- 5. CITY'S indemnity with respect to a Hazardous Environmental Condition, if any, is contained in the Prime Agreement.

# 5.09 Appropriation of Funds

- A. The continuation of this Contract is contingent upon the appropriation of funds by CITY to fulfill the requirements of the Contract. If CITY fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, 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 Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- B. NON-APPROPRIATION CLAUSE. MANCHAC acknowledges that CITY is a governmental entity, and the Contract'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 CITY's obligations under this Contract, then this Contract shall automatically expire without penalty to CITY thirty (30) days after written notice to MANCHAC of the unavailability and non-appropriation of public funds. It is expressly agreed that CITY shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only if necessitated by the fiscal needs of the CITY, which affects generally its governmental operations.
- C. In the event of a change in CITY's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects CITY's authority to continue its obligations under this Contract, then this Contract shall automatically terminate without penalty to CITY upon written notice to MANCHAC of such limitation or change in CITY's legal authority.

#### 5.10 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 5.11 Survival

A. All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

# 5.12 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and MANCHAC, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 5.13 Waiver

A. Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

# 5.14 Successors, Assigns, and Beneficiaries

- A. CITY and MANCHAC each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and MANCHAC are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CITY nor MANCHAC may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CITY or MANCHAC to any CITY, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and MANCHAC and not for the benefit of any other party.

# 5.15 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located unless designated otherwise in the Prime Agreement.

### 5.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

# ARTICLE 6 - ATTACHMENTS AND EXHIBITS 6.01 No Attachments Included 6.02 Exhibits Included Α. Exhibit A 6.03 Total Agreement This Agreement constitutes the entire agreement between CITY and MANCHAC and Α. supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1. CITY: City of MANDEVILLE By: \_\_\_\_\_ Date Signed: Address for giving notices: Clay Madden, Mayor City of MANDEVILLE 3101 East Causeway Approach MANDEVILLE, LA 70448

Designated Representative (paragraph 6.02.A):

Name: Keith LaGrange

Title: Director Public of Works Phone Number: 985-624-3169

E-Mail Address: klagrange@cityofmandeville.com

MANCHAC: Manchac Consulting Group, Inc.

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

Date Signed:

Address for giving notices:

Manchac Consulting Group, Inc.

10542 S. Glenstone Place Baton Rouge, LA 70810

Designated Representative (paragraph 6.02.A): Name: Andrew Alleman, P.A.

Phone Number: 225-448-3972

E-Mail Address: aalleman@manchacgroup.com Website: www.manchacgroup.com