

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

**RESOLUTION NO. 24-21**

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

**WHEREAS**, the City desires to enter into a professional services agreement with Vectura Consulting Services, LLC to provide professional services for performing a corridor study, including associated necessary field observation and data collection services for Monroe Street from West Service Road to Lamarque Street in the City of Mandeville. The study shall also include the intersection of West Service Road at the West Causeway Approach Off-Ramp and the intersection of West Service Road at the North Causeway Boulevard Off-Ramp.

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Vectura Consulting Services, LLC for professional services on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF  
MANDEVILLE AND  
VECTURA CONSULTING SERVICES, LLC**

**COM PROJ. NO. 435.21.001  
MONROE STREET CORRIDOR STUDY PROJECT**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Vectura Consulting Services, LLC. represented by Laurence Lambert, P.E., PTOE, PTP, Partner, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications approved by the City on February 1, 2024, (the “**RFQ**”);

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for the Project dated April 15, 2024 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

**NOW THEREFORE**, the City and the Consultant, for good and valuable consideration, agree as follows:

**ARTICLE I. OBLIGATIONS OF THE CONSULTANT**

**A. SCOPE OF SERVICES.**

The Consultant shall provide professional services for performing a corridor study, including the associated necessary field observation & data collection services, for Monroe Street from West Service Road to Lamarque Street in the City of Mandeville. The study shall also include performing a study on the intersection of West Service Road at the West Causeway Approach Off-Ramp and the intersection of West Service Road at the North Causeway Boulevard Off-Ramp.

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

The basic services to be performed by the Consultant are divided into three (3) phases of work identified in general as follows and more fully described below:

Phase I.	Field Observation & Data Collection
Phase II.	Data Analysis, Study, & Report
Phase III.	Additional Analysis & Modeling

### **PHASE I – FIELD OBSERVATION & DATA COLLECTION**

- Collect 7-day, 24-hour tube counts at 16 locations. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 16 proposed locations to collect average daily traffic data for the Monroe Street, E. Causeway Approach, and W. Service Road Corridors.)*
- Collect six-hour turning moving count at 30 intersections that include the AM / PM peak periods. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 30 proposed locations to collect turning movement data for the Monroe Street Corridor.)*
- Provide field observations to document the unmet demand and any other operational issues at 9 intersections of the aforementioned 30 selected intersections along the Monroe Street Corridor for which turning movement data is to be collected. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 9 proposed locations to provide field observations to document the unmet demand and any other operational issues for the Monroe Street Corridor.)*
- Provide a 2<sup>nd</sup> camera to document traffic operations on the minor approach at 21 intersections of the aforementioned 30 selected intersections along the Monroe Street Corridor for which turning movement data is to be collected. *(Note: Refer to the Consultant’s proposal dated December 4, 2023 for the 21 proposed locations to provide 2<sup>nd</sup> cameras to document traffic operations for the Monroe Street Corridor.)*

**NOTE: Data Collection services shall not be performed while schools are in session unless other authorized by the City.**

#### **Phase I Project Deliverables:**

1. Summary of collected traffic data following Phase I.

### **PHASE II – DATA ANALYSIS, STUDY, & REPORT**

- Analyze the AM / PM peak hours utilizing HCS or Synchro.
- Develop and analyze 20 year No Build design volumes utilizing a growth rate from the NO RPC in HCS or Synchro.
- Present findings at an in-person meeting.
- Prepare technical memorandum summarizing findings of the analysis that will generally follow the Department of Transportation and Development Traffic

Engineering Process and Report format (technical memorandum will not include Appendices C (Safety), E (Alternatives Analysis), and Chapter 3).

**Phase II Project Deliverables:**

1. Technical Memorandum summarizing findings of the analysis.

**PHASE III – ADDITIONAL ANALYSIS & MODELING**

- Provide additional analysis & modeling services for other potential Buildout scenarios upon request of the City.
- Prepare written summary briefs for other scenario analyses performed.
- Present findings at an in-person meeting, if requested.
- All services will be provided at the request of the City, as needed.

**Phase III Project Deliverables:**

1. Written summary briefs for other scenario analyses performed.

**Other Project Deliverables:**

1. Project Schedule, including the anticipated number of days & completion dates for Phases I and Phase II, for City review and approval.
- 2: Submit Monthly Pay Requests & Schedule Updates.

**B. CONSULTANT’S STANDARD OF CARE.**

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

**ARTICLE II. THE CITY’S OBLIGATIONS.**

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
  1. GIS/CAD files of:

- a. Street Assets for reference;
- b. Utility and unit sheets (if available)
- c. As-built drawings (if available)
- d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
- e. Provide any other standard plans and details that may be relevant for use on the Project; and
- f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

### **ARTICLE III. CONTRACT TIME AND SCHEDULE**

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

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

**C. PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate and complete the Field Observation & Data Collection while schools are in session following the issuance of the Notice to Proceed for the project. The data analysis, study & report services to be performing during Phase II shall be initiated immediately following the completion and approval of the Phase I services and completed in accordance with the City approved Project Schedule. The additional analysis & modeling services for each City authorized Buildout scenario associated with Phase III shall commence within (10) calendar days after receipt of City's authorization and shall be performed throughout the length of the contract on as needed basis. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change or amendment. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested

extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

**D. DELAYS:** The City may assess the Consultant \$1,500.00 per calendar day for each phase that is not completed by the deadline in the approved schedule, without further notice to the Consultant, to the extent the delay is caused solely by the Consultant. The City may deduct this penalty from payments due to the Consultant for services rendered under this Agreement up to a maximum amount for each phase equivalent to 25% of the total fee for that phase of work.

#### **ARTICLE IV. COMPENSATION**

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

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

<sup>(1)</sup> For Hourly rates associated with Phase III refer to Exhibit A – Vectura Consulting Services, LLC, Monroe Street Corridor Study – Extra Work letter dated April 24, 2024.

**B. MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$128,739.00**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

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

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

established in this Agreement; and

3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

#### **ARTICLE V. INVOICES**

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

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

#### **ARTICLE VI. INDEMNITY.**

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

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

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



ultimately absolved from liability.

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

## **ARTICLE VII. INSURANCE**

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

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

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

1. ***Additional Insured Status:*** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions

used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.

2. **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### **ARTICLE VIII. NON – DISCRIMINATION.**

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

B. **NON – DISCRIMINATION IN EMPLOYMENT:** In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any

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

#### **ARTICLE IX. INDEPENDENT CONTRACTOR STATUS**

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

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

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

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

**ARTICLE X. NOTICES**

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

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

&

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

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

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

**ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS**

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

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

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data

after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

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

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

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

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

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

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

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

**I. PERFORMANCE MEASURES:** The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with

the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

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

**J. SEVERABILITY:** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part 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:** Noelected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

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

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

**R. EMPLOYEE VERIFICATION:** The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for

any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City asworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

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

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

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

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

#### **ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.



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

**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_

**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FORM AND LEGALITY APPROVED:**

**Law Department**

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

**Printed Name:** \_\_\_\_\_

**VECTURA CONSULTING SERVICES, LLC**

**BY:** \_\_\_\_\_

**LAURENCE LAMBERT, P.E., PTOE, PTP, PARTNER**

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

**Exhibit A**

Vectura Consulting Services, LLC, Monroe Street Corridor Study – Extra Work letter  
(dated April 24, 2024)



Phone: 225.223.6685



Mailing Address:  
P.O. box 14269  
Baton rouge, LA 70898



vecturacs.com

April 24, 2024

David LeBreton, Jr., PE, PTOE, PTP  
Vice President  
Digital Engineering  
3500 U.S. Hwy 190  
Mandeville, LA 70471

RE: Monroe Street Corridor Study – Extra Work  
Mandeville, LA

Dear David:


Vectura Consulting Services, LLC (Vectura) is pleased to submit this proposal to the City of Mandeville (Client) to provide hourly rates for any extra tasks needed associated with the corridor study for Monroe Street from W. Service Road to Lamarque Street in Mandeville, Louisiana (Project). Please see the following hourly rates below for our employee classifications.

Employee Classification	Hourly Rate
Clerical	\$75
EI	\$110
Field Tech	\$110
Data Manager	\$140
Engineer	\$165
Supervisor	\$215
Milage	\$0.67

These rates will remain valid for one year from the date of this letter. We will bill the Client monthly and hold the Client responsible for payment of services. Our statements shall be due and payable within 30 days of the statement date. If payment is not made within 90 calendar days of statement date, the amounts due us may include a charge of one percent per month from the sixtieth day.

Thank you for allowing us to submit this proposal. We look forward to working with you on this project. Should you have any questions, or if I may be of further service to you in any way, please let me know. This proposal shall remain valid for 90 days.

Sincerely,  
VECTURA CONSULTING SERVICES, LLC



Laurence Lambert PE, PTOE, PTP Partner





Phone: 225.223.6685



Mailing Address:  
P.O. box 14269  
Baton rouge, LA 70898



vecturacs.com

April 15, 2024

David LeBreton, Jr., PE, PTOE, PTP  
Vice President  
Digital Engineering  
3500 U.S. Hwy 190  
Mandeville, LA 70471

RE: Monroe Street Corridor Study  
Mandeville, LA

Dear David:

Vectura Consulting Services, LLC (Vectura) is pleased to submit this proposal to the City of Mandeville (Client) to perform a corridor study for Monroe Street from W. Service Road to Lamarque Street in Mandeville, Louisiana (Project). The study will also include two intersections on the W. Service Road (W. Causeway Approach Off-Ramp and N Causeway Blvd Off-Ramp). Based on a phone conversation and emails from a representative of the Client, the following limits of study were developed:

- 7-day, 24-hour tube counts at 16 locations
- Six-hour turning moving count at 30 intersections that include the AM / PM peak periods
- Provide field observations to document the unmet demand and any other operational issues at nine intersections
- Provide a 2<sup>nd</sup> camera to document traffic operations on the minor approach at 21 intersections
- Analyze the AM / PM peak hours utilizing HCS or Synchro
- Develop and analyze 20 year No Build design volumes utilizing a growth rate from the NO RPC in HCS or Synchro
- Present findings at an in-person meeting
- Prepare technical memorandum summarizing findings of the analysis that will generally follow the Department of Transportation and Development Traffic Engineering Process and Report format (technical memorandum will not include Appendices C (Safety), E (Alternatives Analysis), and Chapter 3)
- ~~Update traffic data with four hour counts and HCM analyses on a yearly basis for four additional years resulting in a five year project (initial year plus four years of updating)~~
- ~~Update technical memorandum with current traffic data on a yearly basis (Years 2-5)~~

**Note: Stricken bullet points not included in original Agreement.**

- Project coordination with Digital Engineering and City of to obtain answers related to traffic analyses and documentation. **Note: Staff-hours & fees associated with potential future years 2-5 not included in original Agreement.**

See attached for breakdown of staff-hours and tasks for Year 1 ~~and Years 2-5~~.

**Total Lump Sum Fee: \$103,739.00 (Year 1) and ~~\$75,134.00 (each year for Years 2-5)~~**


**An additional \$25,000.00 (Hourly NTE) to be included and utilized on as needed basis for additional analysis & modeling services per City request.**

It should be noted that there are periods of time that are not acceptable to collect traffic data (i.e., holidays and non-school periods) that could affect the timeline of the Project. Services not included in this scope are as follows: safety analyses, speed studies, traffic signal warrants, STOP sign warrants, roundabout analyses, site specific traffic impact studies, and alternative analyses.

We will bill the Client monthly and hold the Client responsible for payment of services. Our statements shall be due and payable within 30 days of the statement date. If payment is not made within 90 calendar days of statement date, the amounts due us may include a charge of one percent per month from the sixtieth day.

If this satisfactorily sets forth your understanding of our agreement, please have the original documents signed in the space provided below and returned to us, keeping a copy for your files. Thank you for allowing us to submit this proposal. We look forward to working with you on this project. Should you have any questions, or if I may be of further service to you in any way, please let me know. This proposal shall remain valid for 90 days.

Sincerely,  
VECTURA CONSULTING SERVICES, LLC



Laurence Lambert PE, PTOE, PTP Partner

Agreed to and accepted by:

\_\_\_\_\_  
David LeBreton, Jr., PE, PTOE, PTP (Digital Engineering)

\_\_\_\_\_  
Date

**PROPOSAL**  
 For  
**City of Mandeville**  
**Monroe Street Corridor Study**  
 First Year  
 Performed by  
**VECTURA CONSULTING SERVICES, LLC**  
 Staff-Hour Estimate  
 DATE: 4/15/24

LABOR AND FEE ESTIMATE		PRINCIPAL	SUPERVISOR	ENGINEER	PRE-PROFESSIONAL	Cost Per Task
		Hours	Hours	Hours	Hours	
<b>1 Project Coordination</b>						
a	Coordination with DEII and Mandeville		8			\$1,800.00
<b>2 Data Collection</b>						
a	Field observations for AM and PM peak period turning movement counts for six hours at nine intersections. Unmet demand will be documented along with any other operational issues.		1	6	54	\$6,885.00
<b>3 Existing Intersection Analysis</b>						
a	Analyze AM and PM peak hour turning movement counts, heavy vehicle percents and lane usage using Synchro or HCS software for 30 intersections.		4	12	120	\$15,480.00
<b>4 No Build Intersection Analysis</b>						
a	Develop 20 year No Build design volumes utilizing a growth rate from the NO RPC travel demand model. Analyze AM and PM peak hour No Build volumes using Synchro or HCS software for 30 intersections.		2	6	60	\$7,740.00
<b>5 Develop and Present Report</b>						
a	Vectura will develop a technical report to summarize the traffic volume data and results of the intersection analyses. The Measures of Effectiveness that will be documented in the report will be the Level of Service, average stopped delay, 95% queue length and the volume to capacity ratio. Before finalizing the report, Vectura will make a presentation to the project stakeholders.		8	24	180	\$24,660.00
<b>TOTAL ESTIMATED STAFF-HOURS/FEE</b>			23	48	414	\$56,565.00

EMPLOYEE CLASSIFICATION	BILLABLE HOURLY RATES	HOURS	COST
SUPERVISOR-ENGINEER	\$225.00	23	\$5,175.00
ENGINEER	\$165.00	48	\$7,920.00
PRE-PROFESSIONAL	\$105.00	414	\$43,470.00

DIRECT EXPENSES	UNIT	UNIT COST	QUANTITY	COST
Mileage (Assume 10 trips)	MILE	\$0.66	800	\$524.00
Photo copies black and white	EACH	\$0.15	0	\$0.00
Photocopies Color	EACH	\$0.35	0	\$0.00
7-day, 24-hour Traffic Data	EACH	\$1,200.00	16	\$19,200.00
Six-hour TMC (two person)	EACH	\$900.00	5	\$4,500.00
Six-hour TMC (one person)	EACH	\$750.00	25	\$18,750.00
2nd Camera for Queues	EACH	\$200.00	21	\$4,200.00

LABOR FEES	\$56,565.00
DIRECT EXPENSES	\$47,174.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$103,739.00</b>
CONTRACT DAYS	90 WORK DAYS
CONTRACT TERMS	LUMP SUM



Note: Staff-hours & fees associated with potential future years 2-5 not included in original Agreement.

**PROPOSAL**  
 For  
 City of Mandeville  
 Monroe Street Corridor Study  
 Years 2 - 5  
 Performed by  
**VECTURA CONSULTING SERVICES, LLC**  
 Staff-Hour Estimate  
 DATE: 4/15/24

LABOR AND FEE ESTIMATE		PRINCIPAL	SUPERVISOR ENGINEER	ENGINEER	PRE-PROFESSIONAL	Cost Per Task
		Hours	Hours	Hours	Hours	
<b>1 Project Coordination</b>						
a	Coordination with DEII and Mandeville		8			\$1,800.00
<b>2 Data Collection</b>						
a	Field observations for AM and PM peak period turning movement counts for four hours at nine intersections. Unmet demand will be documented along with any other operational issues.		1	6	36	\$4,995.00
<b>3 Existing Intersection Analysis</b>						
a	Update analysis of AM and PM peak hour turning movement counts, heavy vehicle percents and lane usage using Synchro or HCS software for 30 intersections.		2	6	60	\$7,740.00
<b>4 No Build Intersection Analysis</b>						
a	Update 20 year No Build design volumes utilizing a growth rate from the NO RPC travel demand model. Analyze AM and PM peak hour No Build volumes using Synchro or HCS software for 30 intersections.		2	3	30	\$4,095.00
<b>5 Develop and Present Report</b>						
a	Vectura will update a technical report to summarize the traffic volume data and results of the intersection analyses. The Measures of Effectiveness that will be documented in the report will be the Level of Service, average stopped delay, 95% queue length and the volume to capacity ratio.		4	12	90	\$12,330.00
<b>TOTAL ESTIMATED STAFF-HOURS/FEE</b>			17	27	216	\$30,960.00

EMPLOYEE CLASSIFICATION	BILLABLE HOURLY RATES	HOURS	COST
SUPERVISOR-ENGINEER	\$225.00	17	\$3,825.00
ENGINEER	\$165.00	27	\$4,455.00
PRE-PROFESSIONAL	\$105.00	216	\$22,680.00

DIRECT EXPENSES	UNIT	UNIT COST	QUANTITY	COST
Mileage (Assume 10 trips)	MILE	\$0.66	800	\$524.00
Photo copies black and white	EACH	\$0.15	0	\$0.00
Photocopies Color	EACH	\$0.15	0	\$0.00
7-day, 24-hour Traffic Data	EACH	\$1,200.00	16	\$19,200.00
Four-hour TMC (two person)	EACH	\$800.00	5	\$4,000.00
Four-hour TMC (one person)	EACH	\$650.00	25	\$16,250.00
2nd Camera for Queues	EACH	\$200.00	21	\$4,200.00

LABOR FEES	\$30,960.00
DIRECT EXPENSES	\$44,174.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$75,134.00</b>
CONTRACT DAYS	90 WORK DAYS
CONTRACT TERMS	LUMP SUM





Monroe Street Corridor Average Daily Traffic Locations			
No.	Between the limits of:		
1	Sandra Lee Drive	and	W Service Road
2	N Causeway Blvd Frontage Rd	and	E Causeway Approach
3	E Causeway Approach	and	Cambronne Street
4	Cambronne Street	and	Massena Street
5	Massena Street	and	Carondelet Street
6	Carondelet Street	and	Coffee Street
7	Coffee Street	and	Girod Street
8	Girod Street	and	Lamarque Street

\*All ADT counts shall capture Classification and Direction

E Causeway Approach Corridor Average Daily Traffic Locations			
No.	Between the limits of:		
1	Monroe Street	and	Shell Driveway
2	Monroe Street	and	Mariner's Blvd
3	Mariner's Blvd	and	Causeway Blvd

\*All ADT counts shall capture Classification and Direction

W Service Road Corridor Average Daily Traffic Locations			
No.	Between the limits of:		
1	W Causeway Approach Off Ramp	and	Trey Yuen
2	Monroe Street	and	W Causeway Approach Off Ramp
3	Monroe Street	and	N Causeway Blvd Off Ramp
4	Monroe Street	and	N Causeway Blvd Off Ramp
5	N Causeway Blvd Off Ramp	and	Copal Street

\*All ADT counts shall capture Classification and Direction

Monroe Street Corridor Turning Movement Count Locations					
No.	Intersection		No. of Approaches	Intersection Type	Queue Observation
1	Monroe Street	@ W Service Road	4 legged approach	AWSC	Field
2	Monroe Street	@ N Causeway Blvd	Segment	TWSC	Field
3	Monroe Street	@ E Causeway Approach	4 legged approach	Signal	Field
4	Monroe Street	@ Marilyn Drive	3-legged approach	TWSC	Field
5	Monroe Street	@ Antibes St W	3-legged approach	TWSC	Field
6	Monroe Street	@ St Jean De Luz Ave Driveway	Driveway	TWSC	Field
7	Monroe Street	@ Antibes St E / Cambronne St	4-legged approach	TWSC	Field
8	Monroe Street	@ Barbara Place	3-legged approach	TWSC	2nd Camera
9	Monroe Street	@ Kleber Street	4-legged approach	TWSC	2nd Camera
10	Monroe Street	@ Lambert Street	3-legged approach	TWSC	2nd Camera
11	Monroe Street	@ Hutchinson Street	3-legged approach	TWSC	2nd Camera
12	Monroe Street	@ Massena Street	4-legged approach	TWSC	2nd Camera
13	Monroe Street	@ Chase Ct / Maple St	4-legged approach	TWSC	2nd Camera
14	Monroe Street	@ Galvez Street	4-legged approach	TWSC	2nd Camera
15	Monroe Street	@ W Beach Pkwy / Park Ave	4-legged approach	TWSC	2nd Camera
16	Monroe Street	@ Carondelet Street	4-legged approach	TWSC	2nd Camera
17	Monroe Street	@ Wilkinson Street	4-legged approach	TWSC	2nd Camera
18	Monroe Street	@ Ramon Street	3-legged approach	TWSC	2nd Camera
19	Monroe Street	@ Lafayette Street	4-legged approach	TWSC	2nd Camera
20	Monroe Street	@ Adair Street	3-legged approach	TWSC	2nd Camera
21	Monroe Street	@ Depre Street	3-legged approach	TWSC	2nd Camera
22	Monroe Street	@ Coffee Street	4-legged approach	TWSC	2nd Camera
23	Monroe Street	@ Oak Street	3-legged approach	TWSC	2nd Camera
24	Monroe Street	@ Carroll Street	4-legged approach	TWSC	2nd Camera
25	Monroe Street	@ Lafitte Street	4-legged approach	AWSC	2nd Camera
26	Monroe Street	@ Girod Street	4-legged approach	AWSC	2nd Camera
27	Monroe Street	@ Marigny Avenue	4-legged approach	AWSC	2nd Camera
28	Monroe Street	@ Lamarque Street	3-legged approach	TWSC	2nd Camera
29	W Service Road	@ W Causeway Approach Off Ramp	3-legged approach	TWSC	Field
30	W Service Road	@ N Causeway Blvd Off Ramp	3-legged approach	TWSC	Field

AWSC = All Way Stop Controlled  
 TWSC = Two Way Stop Controlled