

**NOTICE OF PUBLIC MEETING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, OCTOBER 13, 2022, at 6:00PM
MANDEVILLE CITY HALL COUNCIL CHAMBERS
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448**

MINUTES:

Adoption of the September 22, 2022, Meeting Minutes

REPORTS AND ANNOUNCEMENTS:

PRESENTATION:

Chief Schliem will present Ofc. Perry Otilio with a plaque upon his retirement after serving 20 years with the MPD.

Proclamation for Red Ribbon Week, October 23-31, 2022.

OLD BUSINESS:

1. Adoption of Ordinance No. 22-25; AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE CODE OF ORDINANCE, CITY OF MANDEVILLE, BY AMENDING SEC. 13-3, OBSTRUCTION OF STREET GENERALLY, AND AMENDING SEC. 13-4, OBSTRUCTION OF WALK, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman & McGuire)

NEW BUSINESS:

1. Approval of the liquor license for Leaky Little Boat, LLC d/b/a Nuvolaris located at 246 Girod St, Mandeville (Councilwoman McGuire)

2. Approval of the special event liquor license for Heart Gift Foundation – Toss for the Heart Cornhole Tournament to be held on Sunday, November 6, 2022, to be located at 1 Sanctuary Blvd. Mandeville (Councilman Danielson, At-Large)

3. Approval of the Winter on the Water Santa Street & Boat Parade to be held on Saturday, December 3, 2022 – 4:00 p.m. – 7:00 p.m. with a rain date of Sunday, December 4, 2022. To be located on Lakeshore Drive (Harbor to Gazebo- see map) with a request to lift the Food and Drink ordinance. (Councilman Danielson, At-Large)

4. Approval of the St. Ann Wine Bar -Outdoor Concert to be held on Friday, November 11, 2022, from 5:00 p.m. – 10:00 p.m. Located at 22 St. Ann, Suite 2. (Councilman Kreller, District II)

5. Approval of Change order for Lift Stations 35 and 38 for the addition of 60 calendar days (Councilwoman Bush, District I)

6. Adoption of Resolution No. 22-40; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ADOPTING THE ST TAMMANY PARISH HAZARDS NOTIFICATION AND REPORTING PLAN REVISED THROUGH JUNE 2022 (Councilman Danielson, At-Large)

7. Adoption of Resolution No. 22-41; 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 GREENLEAF ARCHITECTS, APAC, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

8. Adoption of Resolution No. 22-42; 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 COMPLIANCE ENVIROSYSTEMS, LLC, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

9. Introduction of amended Ordinance No. 22-22; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REAPPORTIONING THE CITY COUNCIL DISTRICTS ESTABLISHED BY THE CITY CHARTER IN ACCORDANCE WITH THE POPULATION OF THE CITY OF MANDEVILLE REPORTED AS A RESULT OF THE 2020 FEDERAL CENSUS; DEFINING THE DISTRICTS CREATED AS A RESULT THEREOF; SUBMITTING THE SAID DISTRICTS FOR REVIEW BY THE UNITED STATES DEPARTMENT OF JUSTICE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

10. Introduction of Ordinance No. 22-27; AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 22-18, THE OPERATING BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

11. Discussion by Mr. LaGrange, Public Works Director, regarding fill in the City of Mandeville.

PUBLIC COMMENT:

PROJECTS IN PROGRESS (STATUS REPORT):

ADJOURNMENT

Kristine Scherer

Council Clerk

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

(985) 624-3145

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact, Kristine Scherer, Council Clerk, at (985) 624-3145, describing the assistance that is necessary.

DATE OF NOTICE: October 6, 1:00 pm

POSTED AT: MANDEVILLE CITY HALL, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LOUISIANA

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ZUCKERMAN; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER JILL MCGUIRE.

ORDINANCE NO. 22-25

AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE CODE OF ORDINANCE, CITY OF MANDEVILLE, BY AMENDING SEC. 13-3, OBSTRUCTION OF STREET GENERALLY, AND AMENDING SEC. 13-4, OBSTRUCTION OF WALK, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville seeks to maintain the safety of its streets for emergency services and the public use, whether vehicular, pedestrian or bike traffic, by establishing a prohibition of the placement of certain objects within the street right-of-way fronting both public and private property such that emergency services and the public use, whether vehicular, pedestrian or bike traffic, do not encounter landscaping materials placed in the street right-of-way or setback areas fronting the streets of the City;

WHEREAS, the Comprehensive Land Use Regulation Ordinance of the City of Mandeville (the “CLURO”) concerning street traffic and ease of passage provides regulations that have been established to lessen congestion in the streets, secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land to avoid undue concentration of population; and to facilitate the adequate provision of vehicular and pedestrian circulation, water, sewerage, storm drainage, schools, parks, open space and other public requirements;

WHEREAS, pursuant Code of Ordinance, City of Mandeville, § 13-3 and § 13-4, it is unlawful to obstruct highway commerce by placement of anything on the street right-of-way which renders movement thereon more difficult, and it is unlawful to obstruct the free, convenient and normal use of any public street by impeding, hindering, stifling, retarding or restraining traffic or passage thereon;

WHEREAS, Code of Ordinance, City of Mandeville, § 9-41 requires the removal of certain enumerated items from the public right-of-way adjacent to developed lots but, by specific mention, does not include landscaping materials as it more generally refers to trash and litter; and

WHEREAS, the City of Mandeville desires to amend the applicable ordinances to address the safety of its streets for emergency services and public use and in the interest of governmental efficiency in the administration and enforcement of the provisions of the CLURO.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-3, Obstruction of Street Generally, is hereby amended to read as follows:

- (a) It shall be unlawful to obstruct a highway of commerce intentionally or in a criminally negligent manner by the placing of anything or performance of any act on any railway, railroad, navigable waterway, road, street, right-of-way, highway or thoroughfare, which will render movement thereon more difficult.
- (b) The right-of-way is held by the City primarily for the purpose of pedestrian and vehicular passage and for the City's provision of essential public safety services, including police, fire and emergency medical response services, and public health services, including sanitary sewer, water and storm drainage. The purpose of this section is to provide standards in order to maintain the safety and the visual character of the City's right-of-way, and to maintain a greenbelt area of land within the property line and encompassing the street right-of-way such that the area is free from such non-living, durable landscaping materials that pose a danger to both vehicular and pedestrian travel.

It shall be unlawful for any person to place or cause to be placed any type of obstruction within ten (10) feet of the edge of any City street or as may be permitted by the City within the property lot line, whichever is less, except for the following:

- (1) A pole mounted curbside mailbox provided it is in the roadside portion of the right-of-way and:
- a. it conforms to the rules and regulations of the U.S. Postal Service for construction and installation as well as to standards established in this section; and
 - b. it is erected contiguous to the privately owned property which it serves, unless prior written approval is obtained from the Department of Public Works; and
 - c. it is not erected in such a manner as to obstruct a free and clear vision of passing motorists and is not closer than twenty-five (25) feet from an intersection, measured from the nearest right-of-way line of the intersecting street; and
 - d. it is not designed or installed, by reason of the position, shape or color, to interfere with, obstruct the view of, or be confused with any authorized traffic control device; and
 - e. it does not have any attachments, not required or permitted by United States Postal regulations, which would constitute a prohibited sign under Article 10 of the CLURO; and
 - f. it is installed on a breakaway support post; a breakaway support means a supporting post which shall be no larger than a four-inch by four-inch wood post, four and one-half (4½) inch diameter wood post or a metal post with a strength no greater than a two-inch diameter schedule 40 steel pipe and which is buried no more than twenty-four (24) inches deep. Such a support post shall not be set in concrete unless specifically designed as a breakaway support system as defined in "A Guide for Erecting Mailboxes on Highways" published by ASHTO, May 24, 1984.

- (2) Plants and shrubs subject to the following:
- a. None shall be placed in the right-of-way of any interstate (freeway), arterial streets, and collector streets as designated by the City unless specifically approved by the department of public works or shown on a site plan approved by the City in accordance with the procedures of this Code, including but not limited to Article 9 of the CLURO.
 - b. All plants and shrubs shall be placed in such a manner as to avoid obstruction of traffic control devices and shall be placed to provide a window of view between two and one-half (2½) feet from the surface of the roadway at its edge and seven (7) feet, so as not to obstruct the view of vehicular or pedestrian traffic. In addition, all plants and shrubs shall be placed in such a manner as to avoid interference with any public utility, facility, or infrastructure.
- (3) The owner of private non-residential property that abuts the City right-of-way may request to establish or expand the use of City right-of-way for parking.
- (4) Any materials used pursuant to a permitted culvert pursuant to CLURO Section 5.2.6.1 or as otherwise regulated by the CLURO of Code of Ordinances.
- (5) Any object placed within the right-of-way which is in any way associated with a public utility or City agency, including but not limited to City equipment.
- (c) Any object placed within the right-of-way pursuant to subsections (b)(1) through (5) above shall be done so at the risk of the owner, who shall be fully responsible for the maintenance of same and shall not be due any compensation for the destruction or removal of said object by the City for any public reason whatsoever. Except in emergency situations, the City will give notice within ten (10) days of the removal or destruction by the City of any object placed within the right-of-way pursuant to subsections (b)(1) through (5) above which is deemed to be an obstruction by the department of public works.
- (d) Notwithstanding any of the provisions of this section, the department of public works may permit the placement of curbside mailboxes, decorative piping, plants, shrubs, or other similar structures which do not meet the requirements of this section, by hardship variance in the event bringing new or existing curbside mailboxes, decorative piping, plants, shrubs, or other similar structures is not possible, provided that the person placing or causing placement of any such obstruction executes a "hold-harmless" agreement with the City, which agreement shall be in a form prescribed by the City Attorney and which shall include at a minimum an assumption by the person placing or causing the placing of the obstruction of all risks and damages which may result from said placement, including the payment of the City's attorney's fees should it be made party to any litigation or claim as a result of such obstruction; and an agreement by the person placing or causing the placement of the obstruction to allow the City to remove the obstruction at any time and for any reason without notice to said person.

Permits granted under the provision of this section shall not be transferable. Any person owning property adjacent to a City right-of-way having thereon an obstruction which does not meet the requirements of section (b) herein shall obtain a permit for said obstruction under this subsection or shall remove said obstruction. The department of public works shall not be required to issue a permit for an otherwise illegal obstruction on a City right-of-way to the owner of the adjacent property, even if the department had issued such a permit to the previous property owner. The provisions of this section (d) do not apply to non-living, durable landscaping materials, or to structures linked together in any manner, which are not included in the exceptions listed in subsections (b)(1) through (5) above.

(e) As set forth in Section 1.9.1-1.9.3 of the CLURO, the City is authorized to utilize City police deputies and/or may institute any appropriate action or proceedings to prevent such unlawful construction other violations, to restrain, to correct or to prevent any illegal act in or about such premises. Except as modified herein, the procedure for notice of violation and the assessment of penalty for violations of this Section shall be administered pursuant to CLURO Sections(s) 1.9.4 and 1.9.5

(f) Whoever commits this crime shall be punished as provided in section 1-9 of this Code.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-4, Obstruction of Walk, be amended to read as follows:

- (a) It shall be unlawful to willfully obstruct the free, convenient and normal use of any public sidewalk, street, right-of-way, alley, road or other passageway, or the entrance, corridor or passage of any public building, structure, watercraft or ferry, by impeding, hindering, stifling, retarding or restraining traffic or passage thereon or therein.
- (b) The right-of-way is held by the City primarily for the purpose of pedestrian and vehicular passage and for the City's provision of essential public safety services, including police, fire and emergency medical response services, and public health services, including sanitary sewer, water and storm drainage. The purpose of this section is to provide standards in order to maintain the safety and the visual character of the City's right-of-way, and to maintain a greenbelt area of land within the property line and encompassing the street right-of-way such that the area is free from such non-living, durable landscaping materials that pose a danger to both vehicular and pedestrian travel.

It shall be unlawful for any person to place or cause to be placed any type of obstruction within ten (10) feet of the edge of any City street or as may be permitted by the City within the property lot line, whichever is less, except as outlined in Sec. 13-3 of this Code.

(c) Whoever commits this crime shall be punished as provided in section 1-9 of this Code.

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

BE IT FURTHER ORDAINED that the Clerk of this Council be, and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this Ordinance.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared and adopted this ____ day of _____, 2022

Kristine Sherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2022 at _____ o'clock a.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2022 at _____ o'clock a.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2022, at _____ o'clock a.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this _____ day of _____ 2022, at _____ o'clock a.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the _____ day of _____, 2022 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this _____ day of _____, 2022.

Kristine Scherer, CLERK OF COUNCIL

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



Liquor License Application

1. Liquor license to be issued to: Leaky Little Boat, LLC

2. Legal name(s): Individual, Partners, or Corporation Josh Garic Leaky Little Boat, LLC

3. Apply for: Class "A" Class "B" / High Content Low Content / Restaurant

4. Business location address: 246 Girard St. Mandeville LA 70448
Address City State Zip

Telephone (504) 432-0050

5. Mailing address 246 Girard St. Mandeville LA 70448
Address City State Zip

6. Contact Person Josh Garic Phone Number (504) 432-0050

E-Mail Address: Joshgaric@gmail.com Fax Number () _____ Web Address www.nouveauis.com

7. Type of organization: Individual (Complete line A only) Partnership Corporation Non-Profit LLP LLC Other

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

A. Josh Garic owner [Redacted] [Redacted]
Name Title SSN % Owned

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
Resident Address City State Zip Home Phone Number

B. _____
Name Title SSN % Owned

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
Resident Address City State Zip Home Phone Number

C. _____
Name Title SSN % Owned

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
Resident Address City State Zip Home Phone Number

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? Yes If yes, list.
Nouveauis Paul Murphy 246 Girard St. LA 70448 0000000133-BL
Trade name Owner's name Address License #

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

11. Has applicant applied for state liquor license? No

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

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

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

15. If premises leased, give name and address of lesser. Carrie Segrave 240 Girard St. Mandeville 70448

16. Describe the part of the building to be occupied by business: All

17. Open date for this location Sept. Acquisition

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

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

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

Signature of Applicant [Signature] Title: owner

Signature of Preparer _____ Date _____



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

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

1. Trade Name of Business Novolar's Restaurant

2. What is your name? Tash Goric

3. Residence address? [Redacted]

4. Date of Birth [Redacted] Place of Birth [Redacted]

5. Sex [Redacted] Race [Redacted] Driver License# [Redacted] State [Redacted]

6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? Yes

7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? Yes

8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? No

9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? No

10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? No

11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? No

12. If married is husband or wife eligible for license? Yes

13. Have you or your spouse any interest in an establishment holding a current liquor license? No
If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
14. Have you ever used any other name than the one given herein? <u>No</u>				

Name	Placed Used	Date
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AFFIDAVIT

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

Subscribed and sworn to me before this 31 day of August, 2022.

[Signature]
Notary Public

[Signature]
Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenuinights.com

BENJAMIN G. LAMBERT
Attorney & Notary Public #33226
State of Louisiana
My commission expires at death

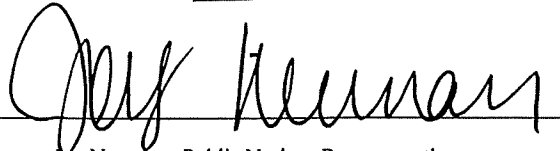
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

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

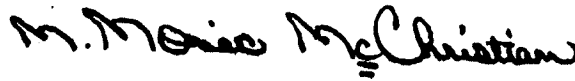
9/7/2022



Joy Newman, Public Notices Representative

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

13 Sep 2022



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Josh Garic
212 Timberwood Drive
MADISONVILLE, LA 70447 Customer No: 131574

Ad No: 616



INTEROFFICE MEMO

TO: Kristine Scherer
Kathleen Sides

FROM: Alia Casborné

DATE: September 29, 2022

SUBJECT: Special Events Application Recommendations

Please find below the Special Events Applications received and recommended for Council approval by the Mayor.

City of Mandeville – Winter on the Water Santa Street & Boat Parade

Applicant: Alia Casborné

Date/Time: Saturday, December 3, 2022 – 4:00 p.m. – 7:00 p.m.

Rain Date: Sunday, December 4, 2022

Location: Lakeshore Drive (Harbor to Gazebo- see map)

Approval Requests:

- Food and Drink ordinance lifted

HeartGift Foundation- Toss for the Heart Cornhole Tournament

Applicant: Stephanie Berault

Date/Time: Sunday, November 6, 2022 .

Rain Date: N/A

Location: 1 Sanctuary Blvd., Mandeville.

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit – Event held on private property

Contingencies:

- ATC special event liquor permit approval

St. Ann Wine Bar -Outdoor Concert

Applicant: Jeff James

Date/Time: Friday, November 11, 2022 – 5:00 p.m. – 11:00 p.m.

Rain Date: N/A

Location: 22 St. Ann, Suite 2

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit
- Extension of outdoor music until 11:00 p.m.

Contingencies:

- ATC special event liquor permit approval

Attachments

**SECTION 00650
CHANGE ORDER**

No. 1

Date of Issuance: 9/13/2022 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 2101A08
Contract: Lift Stations 35 and 38 Rehabilitation	Date of Contract: 4/07/2022
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 2101A08

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

Description:

This change order is for the addition of 60 calendar days to the existing contract. Contract involved high lead time materials with current industry delays (pumps and control panel).

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>897,322.00</u>	Original Contract Times: <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>Oct. 22, 2022 (180)</u> Ready for final payment (days or date): <u>Nov. 21, 2022 (210)</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>897,322.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): <u>210</u>
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>60</u>
Contract Price incorporating this Change \$ <u>897,322.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>Dec. 21, 2022 (240)</u> Ready for final payment (days or date): <u>Jan. 20, 2023 (270)</u>

RECOMMENDED: By: <u>E. P. Bani</u> Engineer (Authorized Signature) Date: <u>9-13-2022</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>9-15-2022</u>
Approved by Funding Agency (if applicable): _____		Date: _____

THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER _____; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO.

22-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ADOPTING THE ST TAMMANY PARISH HAZARDS NOTIFICATION AND
REPORTING PLAN REVISED THROUGH JUNE 2022**

WHEREAS, the City of Mandeville and St. Tammany Parish are subject to emergencies and disasters of all type; and

WHEREAS, several Federal programs requires that the City and the Parish have an adopted Emergency Operation Plan to qualify for Federal benefits; and

WHEREAS, the City's emergency efforts are coordinated with the St. Tammany Parish Emergency Operations Center (EOC) in accordance with the Louisiana Homeland Security and Emergency Assistance and Disaster Act; and

WHEREAS, all requests for state assistance or resources must be submitted through the parish EOC; and

WHEREAS, the 2022 All Hazards Emergency Operations Plan has Annexes and Appendices following the National Incident Management System format; and

WHEREAS, one of those plans is the St. Tammany Parish Hazards Notification and Reporting Plan revised through June, 2022.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Mandeville in regular session assembled on the day of October 13, 2022 adopts the St. Tammany Parish Hazards Notification and Reporting Plan revised through June 2022 to better prepare for disasters of all type and to earn additional CRS points to assist in maintaining or improving the Community's flood insurance premium discount.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the resolution was declared adopted this ____ day of October 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

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

RESOLUTION NO. 22-41

**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 GREENLEAF ARCHITECTS, APAC, AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Greenleaf Architects, APAC for professional services in connection with the renovation and expansion of the existing City Hall facility located at 3101 East Causeway Approach, Mandeville, La 70448; and

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 Greenleaf Architects, APAC 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 _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

AIA[®] Document B133[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Tenth day of December in the year Two Thousand Twenty-One
(*In words, indicate day, month and year.*)

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

City of Mandeville City of Mandeville
3101 E Causeway Approach, Mandeville, LA 70448
Telephone Number: 985.686.3144

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

Justin Greenleaf Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Telephone Number: 985.778.2080

for the following Project:
(*Name, location, and detailed description*)

City of Mandeville, Mandeville City Hall Renovations
3101 East Causeway Approach, Mandeville, LA 70448
The City Hall scope of work consists of the remodel and expansion of the existing 9,200sf facility. Interior and exterior portions of the building will be selectively demolished, re-using the existing structural steel system to support a new standing-seam metal roof over a fully reconfigured floor plan to maximize office space and shared amenities. New mechanical, electrical, and electrical systems will also be considered, pending budget.

The new 5,500sf building expansion will facilitate a new main entrance lobby, City Council chamber, and support offices. Adjacent site elements and planting will be consolidated and updated to provide a cohesive aesthetic throughout the property and include supporting functions such as a retention pond, expanded public and private parking, and paved paths to support foot traffic between adjacent civic facilities.

See attached exhibits for additional detail.

The Construction Manager (if known):
(*Name, legal status, address, and other information*)

To be inserted into this Agreement via Addendum.

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; A133–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Architect agree as follows.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As described in Exhibit C.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Interior and Exterior Renovation to the existing approximate 10,605 sf City Hall building.

Approximate 7,706 sf addition to the Existing City Hall building to hold the new Council Chambers, Lobby Area, and Council Administration and Support Spaces.

As per plaque mounted at front of existing building, the building was constructed in 1975. Owner-provided information regarding the project's physical characteristics is limited to an existing re-subdivision survey originally procured in 1997 by Randal W. Brown, P.L.S. and revised in 2005 by the same, which references a survey completed by Eddie J. Champagne, dated October 24, 1974.

No other information regarding existing conditions is currently available by the Owner. Refer to Article 5 "Owner's Responsibilities" for additional reference.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To establish a budget for initial billing purposes, the architect shall bill on an initial budget of \$6,362,468.00 for the renovations and additions to City Hall, of which, approx. \$3,048,406.00 is estimated as the base bid for the Council Chamber Expansion.

A revised (or new) budget and timeline shall be established for any additional work outside of the City Hall/ Council Chambers project.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

A Design Schedule will be established at the completion of Schematic Design. This Exhibit (Exhibit F) will be amended to the Agreement once it is completed, subject to the findings of the Supplemental Services listed in Section 1.1.12.2.

.2 Construction commencement date:

Will be established at the Completion of Schematic Design. This Exhibit (Exhibit F) will be amended to the Agreement once it is completed.

.3 Substantial Completion date or dates:

A Substantial Completion Date will be established at the Completion of Schematic Design. This Exhibit (Exhibit F) will be amended to the Agreement once it is completed.

.4 Other milestone dates:

This Exhibit (Exhibit F) will be amended to the Agreement once it is completed.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

There are no requirements for multiple bid packages or phased construction.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this

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Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mayor Clay Madden
3101 E East Causeway Approach
Mandeville, LA 70448
Telephone Number: 985.626.3144
Email Address: cmadden@cityofmandeville.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Owner to confirm prior to finalization of this Agreement

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be inserted into this Agreement via Addendum.

.2 Land Surveyor, removed and added to Architect's Scope.

.3 Geotechnical Engineer:

To be inserted into this Agreement via Addendum by Owner.

.4 Civil Engineer, removed and added to Architect's Scope.

.5 Other consultants and contractors:

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(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Justin Greenleaf and his designees
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985.778.2080

Email Address: jgreenleaf@greenleafarch.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be hired by Greenleaf Architects.

.2 Mechanical Engineer:

To be hired by Greenleaf Architects.

.3 Electrical Engineer:

To be hired by Greenleaf Architects.

§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Civil Engineering:

High Tide Consultants,
High Tide Consultants, LLC
Richard "Ricky" Galloway
434 N. Columbia St. - Suite 200A
Covington, LA 70433
Telephone Number: 985-446-1110

.2 Landscape Architect:

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To be Hired by Greenleaf Architects.

.3 Interior Design:

Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985-778-2080

.4 Wetlands Determination

To be hired by Greenleaf Architects

.5 Hazardous Material Surveying/ Environmental Site Assessment and Design

Terracon Consultants, Inc.
524 Elmwood Park Boulevard, Ste 170,
New Orleans, LA 70123-6814
Telephone Number: 504-818-3638

.6 Building Laser Scanning:

Pace Group, LLC. d/b/a All Things VDC
400 S. Norman C. Francis Parkway
New Orleans, LA 70119
Telephone Number: 504-206-3834

.7 Site Surveying:

Kelly McHugh & Associates, Inc.
845 Galvez Street
Mandeville, LA 70448
Telephone Number: 985-626-5611

.8 Initial Exploration and Programming of the Existing Police Station and Community Center

Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985-778-2080

.9 Temporary Council Chambers Furniture Solution Design

Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985-778-2080

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§ 1.1.13 Other Initial Information on which the Agreement is based:

The Owner has directed the Architect to provide professional services on this project normally carried by the Owner. With respect to the Supplemental Services provided by the Architect from 1.1.11.2.4-.7 for wetlands determination, hazardous/ environmental materials surveying/ design, building laser scanning, and Site Surveying (hereby referred to as "Other Supplemental Services"), the Owner agrees that (1) the Architect shall not be responsible for the technical accuracy or the compliance with applicable codes or standards of practice of the portions of the Project designed or otherwise provided via the "Other Supplemental Services", and (2) the Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the services performed by those providing the "Other Supplemental Services" but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement."

Refer to Article 5 Owner's Responsibilities, Sections 5.4 and 5.5 for additional information.

Supplemental Services provided by the Architect from 1.1.11.2.8-9 address design work to be done on the nearby Police Station and the Community Center, as well as a Furniture Solution Design for the Temporary Council Chambers with the understanding that the budget and timeline will be revised (or a new budget and timeline established) for any projects outside of the scope of work for the renovations and additions to City Hall initially established in Section 1.1.3.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles hired (company leased or rented), and non-owned vehicles (owned by employees and used for company business), by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. All certificates of insurance shall be furnished to the Owner and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to the Owner. Said policies and Declaration sheets are to be delivered to the Owner before commencement of work performed under this Agreement.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents

shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Contract Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Contract Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Contract Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Contract Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means,

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methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority, but not the duty, to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.2 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given or given without the Architect's written approval.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct site observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- 3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- 4 issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s site observations shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided

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§ 4.1.1.16	As-designed record drawings	Not Provided
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Owner
§ 4.1.1.22	Telecommunications/data design	Owner
§ 4.1.1.23	Security evaluation and planning	Owner
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Multiple Bid Packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Architect
§ 4.1.1.31	Initial Exploration and Programming of the Existing Police Station and Community Center	Architect
§ 4.1.1.32	Temporary Council Chambers Furniture Solution Design	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

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- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

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- .2 One (1) visit to the site every two weeks and at major milestones by the Architect during construction
- .3 Two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) site observations for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within the timeline outlined in Exhibit F of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner agrees that the Architect shall conduct a reasonable investigation of existing conditions, including the use of testing and surveying the Owner and Architect deem appropriate by inclusion as "Other Supplemental Services" in Section 1.1.13, and shall provide the results of that investigation to the Owner, however, the Architect cannot warrant or guarantee that the Architect's investigation will disclose all concealed or existing conditions that may exist. The Owner agrees that the Architect shall not be liable to the Owner in the event the Architect's reasonable investigation fails to reveal existing conditions that later result in a change in the Work or other costs to the Owner.

The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, which arise as a result of inaccurate or incomplete documentation or information furnished by those providing the "Other Supplemental Services" noted in Section 1.1.13, but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 The Owner shall indemnify and save harmless the Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, losses, liabilities, demands, suits, causes of action (e.g., ex contractu, ex delictu, quasi-contractual, statutory), damages, attorney fees, and judgments of sums of money growing out of, resulting from, or by reason of any negligent act or omission of Owner or its designees, agents, assignees, servants, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement, or otherwise in connection with the services required or performed by it, including, but not limited to, any omissions, defects or deficiencies, disruptions, inefficiencies or nonpayment of any cost incurred, or any other claim of whatever nature or kind arising from, out of, or in any way connected with, the obligations undertaken pursuant to this Agreement, to the fullest extent permitted by law.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work by more than 10%, the Owner agrees to:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If due to conditions the Architect could not reasonably anticipate, such as material cost escalations or market conditions, the Owner chooses to proceed under Section 6.5.3, the Architect shall be entitled to Additional Services pursuant to Section 4.2 to incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work provided at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.8 If, through no fault of the Architect, the next phase has not commenced within 90 days after receipt by the Owner of the Construction Manager's information and estimate at the conclusion of the Construction Documents

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Phase, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

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

.1 Termination Fee:

Value of the phase, and all previous phases that the Architect was released to begin.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be handled on a case-by-case basis.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable

access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Nine and twenty-six hundredths (9.26 %) % of the Owner's most recent budget for the Cost of the Work, equaling five hundred eighty-eight thousand nine hundred fifty dollars (\$588,950.00) as *initially* calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.2.1 The following are included in the Basic Services compensation outlined in section 11.1.2:

- 4.1.1.9 Civil Engineering
- 4.1.1.10 Landscape Design
- 4.1.1.11 Architectural Interior Design

Init.

§ 11.2.2 The following Supplemental Services per 4.1.1.30-32 have been previously approved via the original Agreement dated 12/10/2021 and are currently compensated per the fees/ structures listed below:

- Site Surveying for Lot 1A – \$14,750
- Wetlands Determination for Lot 1A – \$1,000
- Hazardous Material Surveying/ Environmental Site Assessment and Design for Lot 1A – \$19,640
- Building Laser Scanning for Lot 1A – \$5,000
- Architect’s Procurement of Proposals for Other Supplemental Services for Lot 1A – Hourly as defined by Exhibit A.
- Initial Exploration and Programming of the Existing Police Station and Community Center – Hourly as defined by Exhibit A.
- Temporary Council Chambers Furniture Solution Design – Hourly as defined by Exhibit A.

Note 1: For Supplemental Services listed above to be compensated hourly, hours cannot be billed without the Owner’s written consent of a “Not to Exceed” agreement furnished by the Architect.

Note 2: The main body of Supplemental Services listed above per Section 11.2.2 apply to Lot 1A, which contains City Hall. Should the Owner and Architect find that similar services are needed for the Lots containing the Police Station or Community Center, the Owner and Architect agree that these services shall be procured under the terms and conditions of this Agreement and added as amendments to this Agreement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly as defined by Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2.1 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Thirty	percent (	30	%)
Contract Administration Phase	Thirty	percent (	30	%)
Contract Close Out Phase	Five	percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be credited towards the new calculation and shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

Init.

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. At the Conclusion of the Construction Document Phase, no adjustment to compensation if the lowest bona fide bid or negotiated proposal meets or exceeds 90% of the Owner's Budget for the Cost of the Work but does not exceed by 10%.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit A – Rate Sheet

Employee or Category	Rate (\$0.00)
See Exhibit referenced above.	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, electronic or physical distribution of documents for bidding, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Ten Thousand Dollars and Zero Cents (\$ 10000.00) shall be made upon execution of this Agreement, if not already completed under the previous Agreement, and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ n/a) shall be made upon execution of this Agreement for registration fees and other fees payable to the

Init.

Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Compensation to the Architect shall be received within 30 days.

(Paragraph Deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's Construction Documents, to the fullest extent permitted by law, the Architect shall not be responsible for paying the cost required to add such item or component if such item or component would have been required and included in the original Construction Documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.2. It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, members, officers, directors and/or other representatives to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, and to the fullest extent permitted by law, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, as a corporate entity (regardless of the business structure), and not against any of the Architect's individual employees, members, officers, directors and/or other representatives.

§ 12.3 The Supplemental Services listed in Section 11.2.2 per Section 4.1.1.30-32 have been previously approved via the original Agreement dated 12/10/2021, and shall be included in the scope of this Agreement as well.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraph Deleted)

(Paragraph Deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

- Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- A - Hourly Rate Sheet
- B - Insurance Certificate
- C - Programming Document
- D - Meeting Minutes/ Scope of Work Documents
- E - State of Louisiana Fee Calculator
- F – Initial Project Schedule

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Clay Madden Mayor

(Printed name and title)

ARCHITECT (Signature)

Justin Greenleaf President, Owner

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

Additions and Deletions Report for AIA® Document B133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:17:20 ET on 08/12/2022.

PAGE 1

AGREEMENT made as of the Tenth day of December in the year Two Thousand Twenty-One.

...

City of Mandeville City of Mandeville
3101 E Causeway Approach, Mandeville, LA 70448
Telephone Number: 985.686.3144

...

Justin Greenleaf Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Telephone Number: 985.778.2080

...

City of Mandeville, Mandeville City Hall Renovations
3101 East Causeway Approach, Mandeville, LA 70448

The City Hall scope of work consists of the remodel and expansion of the existing 9,200sf facility. Interior and exterior portions of the building will be selectively demolished, re-using the existing structural steel system to support a new standing-seam metal roof over a fully reconfigured floor plan to maximize office space and shared amenities. New mechanical, electrical, and electrical systems will also be considered, pending budget.

The new 5,500sf building expansion will facilitate a new main entrance lobby, City Council chamber, and support offices. Adjacent site elements and planting will be consolidated and updated to provide a cohesive aesthetic throughout the property and include supporting functions such as a retention pond, expanded public and private parking, and paved paths to support foot traffic between adjacent civic facilities.

See attached exhibits for additional detail.

...

To be inserted into this Agreement via Addendum.

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TABLE OF ARTICLES

...

As described in Exhibit C.

...

Interior and Exterior Renovation to the existing approximate 10,605 sf City Hall building.

Approximate 7,706 sf addition to the Existing City Hall building to hold the new Council Chambers, Lobby Area, and Council Administration and Support Spaces.

As per plaque mounted at front of existing building, the building was constructed in 1975. Owner-provided information regarding the project's physical characteristics is limited to an existing re-subdivision survey originally procured in 1997 by Randal W. Brown, P.L.S. and revised in 2005 by the same, which references a survey completed by Eddie J. Champagne, dated October 24, 1974.

No other information regarding existing conditions is currently available by the Owner. Refer to Article 5 "Owner's Responsibilities" for additional reference.

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To establish a budget for initial billing purposes, the architect shall bill on an initial budget of \$6,362,468.00 for the renovations and additions to City Hall, of which, approx. \$3,048,406.00 is estimated as the base bid for the Council Chamber Expansion.

A revised (or new) budget and timeline shall be established for any additional work outside of the City Hall/ Council Chambers project.

...

A Design Schedule will be established at the completion of Schematic Design. This Exhibit (Exhibit F) will be amended to the Agreement once it is completed, subject to the findings of the Supplemental Services listed in Section 1.1.12.2.

...

Will be established at the Completion of Schematic Design. This Exhibit (Exhibit F) will be amended to the Agreement once it is completed.

...

A Substantial Completion Date will be established at the Completion of Schematic Design. This Exhibit (Exhibit F) will be amended to the Agreement once it is completed.

...

This Exhibit (Exhibit F) will be amended to the Agreement once it is completed.

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

There are no requirements for multiple bid packages or phased construction.

...

N/A

PAGE 4

Mayor Clay Madden
3101 E East Causeway Approach
Mandeville, LA 70448
Telephone Number: 985.626.3144
Email Address: cmadden@cityofmandeville.com

...

Owner to confirm prior to finalization of this Agreement

...

To be inserted into this Agreement via Addendum.

...

.2 Land ~~Surveyor~~:Surveyor, removed and added to Architect's Scope.

...

To be inserted into this Agreement via Addendum by Owner.

...

.4 Civil ~~Engineer~~:Engineer, removed and added to Architect's Scope.

PAGE 5

Justin Greenleaf and his designees
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985.778.2080

Email Address: jgreenleaf@greenleafarch.com

...

To be hired by Greenleaf Architects.

...

To be hired by Greenleaf Architects.

...

To be hired by Greenleaf Architects.

...

.1 Civil Engineering:

High Tide Consultants,
High Tide Consultants, LLC
Richard "Ricky" Galloway
434 N. Columbia St. - Suite 200A
Covington, LA 70433
Telephone Number: 985-446-1110

.2 Landscape Architect:

To be Hired by Greenleaf Architects.

.3 Interior Design:

Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985-778-2080

.4 Wetlands Determination

To be hired by Greenleaf Architects

.5 Hazardous Material Surveying/ Environmental Site Assessment and Design

Terracon Consultants, Inc.
524 Elmwood Park Boulevard, Ste 170,
New Orleans, LA 70123-6814
Telephone Number: 504-818-3638

.6 Building Laser Scanning:

Pace Group, LLC, d/b/a All Things VDC
400 S. Norman C. Francis Parkway
New Orleans, LA 70119
Telephone Number: 504-206-3834

.7 Site Surveying:

Kelly McHugh & Associates, Inc.
845 Galvez Street
Mandeville, LA 70448
Telephone Number: 985-626-5611

.8 Initial Exploration and Programming of the Existing Police Station and Community Center

Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985-778-2080

.9 Temporary Council Chambers Furniture Solution Design

Greenleaf Architects, APAC
404 E. Gibson Street, Suite 1
Covington, LA 70433
Telephone Number: 985-778-2080

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The Owner has directed the Architect to provide professional services on this project normally carried by the Owner. With respect to the Supplemental Services provided by the Architect from 1.1.11.2.4-.7 for wetlands determination, hazardous/ environmental materials surveying/ design, building laser scanning, and Site Surveying (hereby referred to as "Other Supplemental Services"), the Owner agrees that (1) the Architect shall not be responsible for the technical accuracy or the compliance with applicable codes or standards of practice of the portions of the Project designed or otherwise provided via the "Other Supplemental Services", and (2) the Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the services performed by those providing the "Other Supplemental Services" but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement."

Refer to Article 5 Owner's Responsibilities, Sections 5.4 and 5.5 for additional information.

Supplemental Services provided by the Architect from 1.1.11.2.8-9 address design work to be done on the nearby Police Station and the Community Center, as well as a Furniture Solution Design for the Temporary Council Chambers with the understanding that the budget and timeline will be revised (or a new budget and timeline established) for any projects outside of the scope of work for the renovations and additions to City Hall initially established in Section 1.1.3.

...

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

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

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this

Agreement, or shall cause such services to be performed by appropriately licensed design ~~professionals~~ professionals.

PAGE 8

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.

...

§ 2.6.2 Automobile Liability covering vehicles ~~owned, and non-owned vehicles used, hired~~ (company leased or rented), and non-owned vehicles (owned by employees and used for company business), by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

...

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.

...

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

...

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. All certificates of insurance shall be furnished to the Owner and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to the Owner. Said policies and Declaration sheets are to be delivered to the Owner before commencement of work performed under this Agreement.

...

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

PAGE 9

§ 3.1.8 Prior to ~~the~~ the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and ~~interpretations~~ interpretations.

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and ~~Architect~~, Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction ~~Manager~~ Manager.

PAGE 11

§ 3.6 ~~Construction-Contract~~ Phase Services

...

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide ~~Construction-Contract~~ Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide ~~Construction-Contract~~ Phase Services terminates on the date the Architect issues the final Certificate for Payment.

PAGE 12

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the ~~Construction-Contract~~ Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

...

§ 3.6.2.2 The Architect has the ~~authority~~ authority, but not the duty, to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 3.6.2.2 The Architect shall not be responsible for an Owner’s or Construction Manager’s directive or substitution, or for the Owner’s acceptance of non-conforming Work, made or given or given without the Architect’s written approval.

PAGE 13

- .1 conduct ~~inspections~~ site observations to determine the date or dates of Substantial Completion and the date of final completion;

PAGE 14

- .4 issue a final Certificate for Payment based upon a final ~~inspection~~ observation indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

...

§ 3.6.6.2 The Architect’s ~~inspections~~ site observations shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the ~~Project~~ Project.

PAGE 15

<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2 Programming	<u>Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>

§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Owner
§ 4.1.1.22	Telecommunications/data design	Owner
§ 4.1.1.23	Security evaluation and planning	Owner
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Multiple Bid Packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Architect
§ 4.1.1.31	Initial Exploration and Programming of the Existing Police Station and Community Center	Architect
§ 4.1.1.32	Temporary Council Chambers Furniture Solution Design	Architect

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As designed record drawings	
§ 4.1.1.17 As constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	

§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

...

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided ~~below~~below.

PAGE 16

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

PAGE 17

- .2 ~~(-) visits to the site~~ One (1) visit to the site every two weeks and at major milestones by the Architect during construction

...

- .3 ~~(-) inspections~~ Two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 ~~(-) inspections~~ Two (2) site observations for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(-) months of the date~~ the timeline outlined in Exhibit F of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

...

§ 5.5 The Owner ~~shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements~~ agrees that the Architect shall conduct a reasonable investigation of existing conditions, including the use of testing and surveying the Owner and Architect deem appropriate by inclusion as “Other Supplemental Services” in Section 1.1.13, and shall provide the results of that investigation to the Owner, however, the Architect cannot warrant or guarantee that the Architect’s investigation will disclose all concealed or existing conditions that may exist. The Owner agrees that the Architect shall not be liable to the Owner in the event the Architect’s reasonable investigation fails to reveal existing conditions that later result in a change in the Work or other costs to the Owner.

...

~~and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, which arise as a result of inaccurate or incomplete documentation or information furnished by those providing the "Other Supplemental Services" noted in Section 1.1.13, but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.~~

PAGE 18

§ 5.17 The Owner shall indemnify and save harmless the Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, losses, liabilities, demands, suits, causes of action (e.g., ex contractu, ex delictu, quasi-contractual, statutory), damages, attorney fees, and judgments of sums of money growing out of, resulting from, or by reason of any negligent act or omission of Owner or its designees, agents, assignees, servants, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement, or otherwise in connection with the services required or performed by it, including, but not limited to, any omissions, defects or deficiencies, disruptions, inefficiencies or nonpayment of any cost incurred, or any other claim of whatever nature or kind arising from, out of, or in any way connected with, the obligations undertaken pursuant to this Agreement, to the fullest extent permitted by law.

PAGE 19

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, ~~the Owner shall~~ Work by more than 10%, the Owner agrees to:

...

§ 6.6 If due to conditions the Architect could not reasonably anticipate, such as material cost escalations or market conditions, the Owner chooses to proceed under Section 6.5.3, ~~the Architect, without additional compensation, shall~~ Architect shall be entitled to Additional Services pursuant to Section 4.2 to incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work provided at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

PAGE 20

§ 6.8 If, through no fault of the Architect, the next phase has not commenced within 90 days after receipt by the Owner of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

PAGE 21

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 23

Value of the phase, and all previous phases that the Architect was released to begin.

...

To be handled on a case-by-case basis.

Nine and twenty-six hundredths (9.26) % of the Owner’s most recent budget for the Cost of the Work, equaling five hundred eighty-eight thousand nine hundred fifty dollars (\$588,950.00) as initially calculated in accordance with Section 11.6.

...

§ 11.2.1 The following are included in the Basic Services compensation outlined in section 11.1.2:

- 4.1.1.9 Civil Engineering
- 4.1.1.10 Landscape Design
- 4.1.1.11 Architectural Interior Design

§ 11.2.2 The following Supplemental Services per 4.1.1.30-32 have been previously approved via the original Agreement dated 12/10/2021 and are currently compensated per the fees/ structures listed below:

- Site Surveying for Lot 1A – \$14,750
- Wetlands Determination for Lot 1A – \$1,000
- Hazardous Material Surveying/ Environmental Site Assessment and Design for Lot 1A – \$19,640
- Building Laser Scanning for Lot 1A – \$5,000
- Architect’s Procurement of Proposals for Other Supplemental Services for Lot 1A – Hourly as defined by Exhibit A.
- Initial Exploration and Programming of the Existing Police Station and Community Center – Hourly as defined by Exhibit A.
- Temporary Council Chambers Furniture Solution Design – Hourly as defined by Exhibit A.

Note 1: For Supplemental Services listed above to be compensated hourly, hours cannot be billed without the Owner’s written consent of a “Not to Exceed” agreement furnished by the Architect.

Note 2: The main body of Supplemental Services listed above per Section 11.2.2 apply to Lot 1A, which contains City Hall. Should the Owner and Architect find that similar services are needed for the Lots containing the Police Station or Community Center, the Owner and Architect agree that these services shall be procured under the terms and conditions of this Agreement and added as amendments to this Agreement.

Hourly as defined by Exhibit A.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections ~~11.2~~ 11.2.1 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:

...

<u>Schematic Design Phase</u>	<u>Twenty</u>	percent (	<u>20</u>)	<u>%</u>
<u>Design Development Phase</u>	<u>Fifteen</u>	percent (	<u>15</u>)	<u>%</u>
<u>Construction Documents Phase</u>	<u>Thirty</u>	percent (	<u>30</u>)	<u>%</u>
<u>Construction Contract</u>	<u>Thirty</u>	percent (	<u>30</u>)	<u>%</u>
<u>Administration Phase</u>					
<u>Contract Close Out Phase</u>	<u>Five</u>	percent (	<u>5</u>)	<u>%</u>

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be credited towards the new calculation and shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. At the Conclusion of the Construction Document Phase, no adjustment to compensation if the lowest bona fide bid or negotiated proposal meets or exceeds 90% of the Owner's Budget for the Cost of the Work but does not exceed by 10%.

...

Exhibit A – Rate Sheet

...

See Exhibit referenced above.

...

- .4 Printing, reproductions, plots, electronic or physical distribution of documents for bidding, and standard form documents;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Ten Thousand Dollars and Zero Cents (\$ 10000.00) shall be made upon execution of this ~~Agreement~~ Agreement, if not already completed under the previous Agreement, and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 27

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ n/a) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid (-) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ Compensation to the Architect shall be received within 30 days.

...

(Insert rate of monthly or annual interest agreed upon.)

...

%-

...

§ 12.1 If, due to the Architect’s negligence, a required item or component of the Project is omitted from the Architect’s Construction Documents, to the fullest extent permitted by law, the Architect shall not be responsible for paying the cost required to add such item or component if such item or component would have been required and included in the original Construction Documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.2. It is intended by the parties to this Agreement that the Architect’s services in connection with the Project shall not subject the Architect’s individual employees, members, officers, directors and/or other representatives to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, and to the fullest extent permitted by law, the Owner agrees that as the Owner’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, as a corporate entity (regardless of the business structure), and not against any of the Architect’s individual employees, members, officers, directors and/or other representatives.

§ 12.3 The Supplemental Services listed in Section 11.2.2 per Section 4.1.1.30-32 have been previously approved via the original Agreement dated 12/10/2021, and shall be included in the scope of this Agreement as well.

...

~~2~~ — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

...

(Insert the date of the E203 2013 incorporated into this agreement.)

...

~~3~~ — 2 Exhibits:

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Other Exhibits incorporated into this Agreement:

...

A - Hourly Rate Sheet

...

B - Insurance Certificate

...

C - Programming Document

...

D - Meeting Minutes/ Scope of Work Documents

...

E - State of Louisiana Fee Calculator

...

F – Initial Project Schedule

...

Clay Madden Mayor

Justin Greenleaf President, Owner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Justin Greenleaf, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:17:20 ET on 08/12/2022 under Order No. 2114285408 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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

RESOLUTION NO. 22-42

**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 COMPLIANCE ENVIROSYSTEMS, LLC, AND PROVIDING
FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Compliance Envirosystems, LLC for professional services to provide post-disaster drain line cleaning, structure evaluation services, and sewer system evaluation services in connection with the collection, removal and disposal of debris which has impacted the drainage lines and sewer system of the City of Mandeville; and

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 Compliance Envirosystems, LLC 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 _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

CONTRACT FOR DRAIN LINE CLEANING AND STRUCTURE EVALUATION
SERVICES AND SEWER SYSTEM EVALUATION SERVICES

BETWEEN

THE CITY OF MANDEVILLE

AND

COMPLIANCE ENVIROSYSTEMS, LLC

BE IT KNOWN, that on this the _____ day of _____ 2022, the City of Mandeville (here in after referred to as the "COM") and Compliance EnviroSystems, LLC., a domestic corporation, licensed to do and doing business in this State of Louisiana and (herein referred to as "Contractor") do here by enter into this Contract (sometimes referred to herein as "Agreement") under the following terms and conditions:

I. SCOPE OF SERVICES

- 1.1 The purpose of this Contract is a standby contract in response to any disaster or emergency experienced by the City. Activation of contract will be upon the discretion of the Mayor of Mandeville. The storm drain line cleaning and sewer system evaluation services qualifies as work under the FEMA Public Assistance program and as such, contractor will be required to comply with all federally required FEMA contract provisions.
- 1.2 The scope of work is multi-faceted and is set forth in Exhibit A of the RFP issued on July 27, 2022 and is incorporated herein as if copied *in extenso*. Out of an abundance of caution, it is attached hereto as Exhibit A.
- 1.3 The Contract Documents which comprise the entire agreement between COM and Contractor are attached to this Agreement, and are incorporated into this Agreement as if copied herein in their entirety *in extenso*. These documents consist of the following:
 - (a) The Agreement
 - (b) Attachment A—Specifications
 - (c) Attachment B—Cost of Proposal
 - (d) Insurance Requirements and Certificates
 - (e) All documents included in the Request for Proposals and addenda
 - (f) All documents submitted as part of any bid package from Contractor
 - (g) All applicable provisions of State and Federal law and any Modification, including all Change Orders, duly delivered after execution of Agreement
 - (h) Task Orders, as they are completed, are considered to be part of and an extension of the Contract Documents.

II. TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years commencing on the date this contract is signed by COM and the Contractor. This contract may be extended for two one-year periods upon the mutual agreement of both COM and the Contractor with such intent expressed in writing at least 60 days prior to the termination date of this contract.

III. PAYMENT TO CONTRACTOR

Contractor shall be paid in accordance with those services and unit prices stated in **Contractor's Cost Proposal** is inclusive of operator, equipment, fuel, maintenance, overhead, and regulatory compliance costs. Contractor will only be paid for debris which FEMA determines to be eligible for reimbursement. Contractor shall submit its invoice on or about the first day of each month stating those services performed and the associated cost in the previous month. COM shall pay the invoice within 60 days of receipt.

This time and materials contract shall not exceed the amount of \$1,000,000 per twelve-month period commencing from the signing of this contract unless changed by the City.

IV. NOTICE TO PROCEED

In the wake of an event, should the Mayor decide to activate this contract, the Contractor shall be notified in writing (letter, note, email, text) of the Notice to Proceed (NTP). Upon receipt of the NTP, Contractor shall mobilize and be prepared to conduct debris removal operations within 24 hours of the receipt of the NTP.

V. INSURANCE REQUIREMENTS

CONTRACTOR shall furnish copies of general liability, worker's compensation, and other insurance policies required by the CITY at the execution of the Agreement. Insurance should include the following:

Comprehensive General Liability: \$1,000,000.00 each occurrence

Public/Personal: \$2,000,000.00 General Aggregate

Injury/Property Damage: \$1,000,000.00

Worker's Compensation: \$1,000,000.00

Automobile: \$1,000,000.00 each occurrence

Pollution and Environmental Liability: \$1,000,000.00 each occurrence and \$2,000,000.00 including full contractual liability

CONTRACTOR shall maintain all insurance policies in full force and effect for the duration of the term of this Agreement. CITY shall be named as an additional INSURED for the duration of the term of this Agreement and a waiver of subrogation in favor of the CITY shall be indicated on the certificate of insurance.

Please see the full City of Mandeville Insurance Requirements, which are incorporated herein as if included *in extenso*.

VI. REQUIRED FEDERAL CONTRACT PROVISIONS

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

6.1 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives

of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The parties further agree that each will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the party so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The parties agree that each will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that each will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that each will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The parties further agree that each will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the parties agree that if either party fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6.2 COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR Section 5.5 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR Section 5.5 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR Section 5.5 (b)(1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

6.3 CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to COM and understands and agrees that COM will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.4 FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to COM and understands and agrees that COM will, in turn, report each violation as required to assure

notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.5 *SUSPENSION AND DEBARMENT*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COM. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.6 *BYRD ANTI-LOBBYING ACT*

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Contractor is required to sign the Byrd Anti-Lobbying Amendment Certification provided herein.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, entitled "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

6.7 *PROCUREMENT OF RECOVERED MATERIALS*

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6.8 *PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.*

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification:
The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and

Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

6.9 DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6.10 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide GOHSEP, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6.11 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.12 COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.13 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

6.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

6.15 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- (a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.16 COPYRIGHT AND DATA RIGHTS

The Contractor grants to the COM, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the COM or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the COM data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the COM.

VII. DEFENSE AND INDEMNITY

7.1 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events in performing their respective duties under the contract.

7.2 Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless The City from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of The City. A hold harmless agreement shall be part of the contract awarded through this RFP.

7.3 Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the

opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as The City shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

(i) City's unauthorized modification or alteration of a Product, Material, or Service; (ii) City's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) City's use in other than the specified operating conditions and environment.

7.4 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as The City's exclusive remedy to take action in the following order of precedence: (i) to procure for The City the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to The City up to the dollar amount of the Contract.

7.5 The City may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the City.

VIII. TERMINATION FOR CAUSE OR CONVENIENCE

8.1 TERMINATION FOR CAUSE

The Parties may terminate the Agreement for Cause. COM may terminate this Agreement for cause once the Contractor has been found to be in breach of this Agreement. Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause.

The proper jurisdiction for any such action is the 22nd Judicial District Court for St. Tammany Parish.

8.2 TERMINATION FOR CONVENIENCE

This Agreement may be terminated by COM for the convenience of COM upon 30 days written notice to Contractor unless Consultant had engaged in illegal or unethical behavior in which case COM may terminate the Agreement immediately. Contractor shall be paid for all work performed until termination date.

IX OTHER TERMS AND CONDITIONS

9.1 The continuation of this Agreement is contingent upon the appropriation of funds by COM to fulfill the requirements of the Agreement. If COM fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

9.1.1 Contractor acknowledges that COM is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of COM's obligations under this Agreement, then this Agreement shall automatically expire without penalty to COM thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that COM shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the COM which affects generally its governmental operations.

9.1.2 In the event of a change in COM's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects COM's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to COM upon written notice to Contractor of such limitation or change in COM's legal authority.

9.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any legal action brought by either party with regard to this Agreement shall be in the Twenty-Second Judicial District Court, Parish of St. Tammany, State of Louisiana.

9.3 The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor and assigned personnel in the performance of this Agreement. The Contractor agrees to immediately notify COM of potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

9.4 Neither CONTRACTOR nor anyone employed by CONTRACTOR shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto

9.5 It is expressly agreed and understood between the parties entering into this contract that the CONTRACTOR, acting as an independent agent, nor anyone employed

by or on behalf of the CONTRACTOR, shall receive any sick and annual leave benefits from the City.

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

9.7 This Agreement, together with the RFP, the technical specifications, and any addenda issued thereto by COM, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

9.8 If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

9.9 In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

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

9.11 COM and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of COM and Contractor t 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.

9.11.1 Neither COM nor Contractor 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.

9.11.2 Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by COM or Contractor to any COM consultant, sub-consultant or subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them unless expressly provided otherwise in this Agreement.

9.11.3 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COM and Contractor and not for the benefit of any other party.

9.12 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

THUS DONE AND SIGNED AT Mandeville, Louisiana on this _____ day of _____, 2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

CITY OF MANDEVILLE

By: _____
Clay Madden

Title: Mayor
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 626- 3144

THUS DONE AND SIGNED AT Mandeville, Louisiana on this _____ day of _____, 2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

COMPLIANCE ENVIROSYSTEMS, LLC

By: _____

Title: Manager/Member

Address: 1401 Seaboard Dr.
BatonRouge, LA 70810

Phone No.: (225) 279-1483



City of Mandeville, LA

Request for Proposals for
Drain Line Cleaning and Structure Evaluation Services
And Sewer System Evaluation Services

August 24, 2022 at 11:00 AM CDT

Digital Copy

SOUND DATA. SOLID CONCLUSIONS.



COMPLIANCE ENVIROSYSTEMS

August 24, 2022

Mayor Clay Madden
City of Mandeville, LA
3101 East Causeway Approach
Mandeville, LA 70448
T: 985.626.3144
cmadden@cityofmandeville.com

RE: Response to RFP: Drain Line Cleaning and Structure Evaluation, and Sewer System Evaluation Services

Mayor Madden:

Please accept this letter as formal confirmation that Compliance EnviroSystems, LLC (herein referred to as CES) is interested in performing the services outlined in the above referenced request for proposals.

CES is one of the nation's leading professional services firms specializing in Drain Line Cleaning and Structure Evaluation, and Sewer System Evaluation Services. For over 27 years CES has provided solutions to our clients' storm drain and sanitary sewer needs in over 20 states and abroad.

To date, CES is responsible for the successful cleaning and evaluation of over 100 million LF of collection systems pipes on more than 4,000 unique projects throughout the United States, and has provided storm drain, catch basin and sewer assessment and cleaning to municipalities in South Louisiana after nearly every major hurricane in the last 20 years. CES is prepared to mobilize within 48 hours upon receiving Notice To Proceed from the City of Mandeville and understands that this is a standby contract to be activated at the sole discretion of the Mayor of the City.

We at CES are pleased to provide this information for your review and consideration and look forward to assisting you and the City of Mandeville with this very important Drain Line Cleaning and Structure Evaluation, and Sewer System Evaluation Services project.

Respectfully Yours,

Brad Dutruch, President
(Authorized to Obligate CES in a Contract)
Compliance EnviroSystems, LLC
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Project Understanding And Approach



Work Plan

Availability of Crews

CES mobilized crews from all over the country to the Gulf Coast area in the wake of Hurricanes Ida, Katrina, Rita, Gustav, Ike, Isaac, Laura, Delta, Zeta and after the flooding in Nashville, TN in 2010 and City of New Orleans in 2017. CES has stand-by emergency mobilization contracts with our subcontractors. All necessary equipment, manpower, mobile housing, food and drinking water are staged in the event of a potential disaster. With the resources available inside our firm and the great relationships forged during some of the toughest times and conditions in recent history, we are certain that CES can provide the manpower and resources within the time frame and at the rate required to meet the requirements of COM, even in the most difficult of situations.

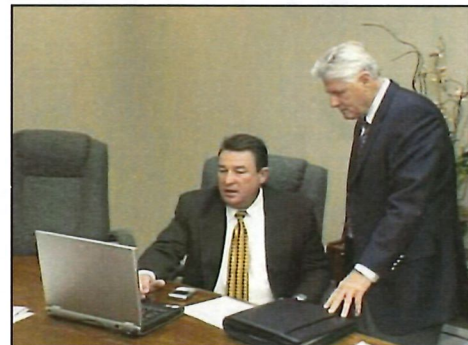


Detailed Deployment Plan

CES has extensive experience in the coordination of management and recovery activities with municipalities, utilities, program managers and consulting engineers. CES can provide the field resources and manpower required to remove debris from catch basins, storm drain pipes, sanitary sewer pipes and lift stations and transport system debris to an approved disposal facility all in an effort to reclaim capacity in the storm drain and sanitary sewer collection system for COM. Our team has provided these services utilizing different criteria sets for a number of different clients. From our team's experience, it is imperative for proper communication between all team members, COM, state and federal representatives, project monitors and the contractor in order to provide accurate information to all parties involved in a timely manner. We have been involved in many projects that were driven by emergency mandates and declared disasters. We understand strict timelines and know the importance of adhering to schedules while providing proper documentation throughout the project to maximize eligibility for state and federal reimbursement.

Project Organization

As in all programs, project organization is vital for activities to be properly completed in a timely manner. This is even more important for projects with strict timelines and/or during a declared disaster. Coordination will be maintained with COM to ensure a smooth working relationship. Having the knowledge gained from working on similar projects, our team, with the Parish's direction will review designated areas of the project to prioritize problem areas. Taking into consideration flooding of the collection systems, specific areas will be evaluated to determine the order in which catch basins, storm drain pipes, sanitary sewer pipe and lift stations will be cleaned. All available data will be analyzed to prioritize the cleaning effort and operations will be methodical and systematic until complete. The project schedule will be updated on a weekly or daily basis if needed.



Catch Basin & Storm Drain Line Debris Removal



Storm drain collection systems consist of manholes, catch basins, pipes for collection and conveyance, pump stations and force mains that move storm water from flooded areas and ultimately to the outfall. Removing foreign debris introduced into catch basins and storm drain lines is an important part of the recovery process of any municipality following a natural disaster. Our team utilizes a fleet of large combination cleaning/vacuum trucks to remove post-storm debris from catch basins and storm drain pipes in the collection systems. Following a natural disaster such as a flood, high water levels throughout the affected area leaves residences and businesses without power for days or even weeks. Debris contractors hired for cleanup, residents wanting to return, homeowners gutting homes and local and federal government agencies working to restore surroundings to inhabitable conditions continue to add debris to an already strained storm drain collection

system. CES operators are trained to follow proper cleaning procedures to prevent damage to equipment, homeowner property and injury to the operator or the public. An operator must rely on experience and proper training to solve potential problems. Each area targeted will be cleaned and the debris transported to the designated disposal site using the proper procedures to allow safe and efficient operation of the equipment.

Sanitary Sewer Pumping



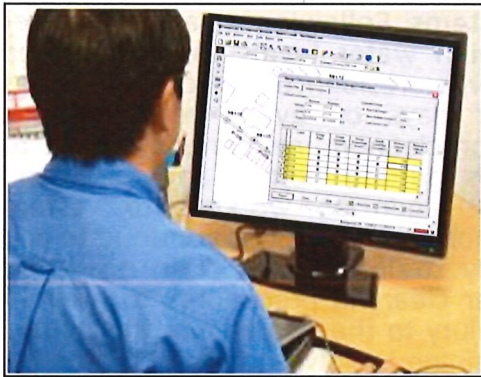
The sanitary sewer collection system consists of manholes, pipes for collection and conveyance, lift stations, pumps and force mains. The wastewater makes its way to the treatment plant and ultimately, after treatment, to the outfall. Sanitary sewer pumping and transport is an important part of the recovery process of any municipality following a natural disaster mainly due to the lack of power that typically follows a major weather event. Our team utilizes a fleet of large combination vacuum/tanker trucks to

pump or vacuum sanitary sewer from the collection system. Following a natural disaster such as a hurricane, wind and wind-blown debris is strewn throughout the affected area pulling down power lines and knocking down power poles leaving residences and businesses without power for weeks or months. Debris contractors hired for clean-up, residents wanting to return, homeowners gutting homes, local and federal government agencies working to restore things to inhabitable conditions continue to add wastewater to an already strained sewer collection system. Our operators are trained to follow the proper pumping and hauling procedures to prevent damage to equipment, homeowner property and injury to the operator or the public. An operator must rely on experience and proper training to solve potential problems. Each identified pump site, whether it be a lift station, wet well or manhole, will be evacuated and the sewer transported to the designated dump location using the proper procedures to allow safe and efficient operation of the equipment.

Proper Documentation and Equipment

Each CES operator will be supplied with all pertinent documentation, emergency contact information and will be familiar and proficient with all forms required by COM. Our standard work order will be completed for all work regardless of any additional paperwork required by COM. These work orders will be completed each time a truck is loaded and unloaded. The work orders are used for internal tracking as well as back-up documentation for the work completed. CES will be flexible on internal policies to meet the needs of COM.

Tracking Daily Activities



A map of the project area and locations of each target area will be obtained before any work is attempted. The project manager and operators will make a preliminary drive through the project area to become familiar with each key location as well as determine any special needs or issues (i.e. availability of water, traffic, ongoing recovery efforts, fuel location etc.). Before leaving the equipment staging area, operators will have a list of areas to be cleaned and the location of the disposal site to off-load storm drain and/or sanitary sewer debris removed from the collection

systems. Daily coordination with an authorized representative of COM will be made detailing the work completed for each day.

Public Notices

Our team will be in compliance with all public notification criteria. CES understands the importance of informing the public of all work related activities. CES will participate with COM in town meetings or any other public relations mechanism to educate the public about this post-disaster storm drain and sanitary sewer cleaning project.

Traffic Control

CES crews will follow all traffic rules and regulations of COM and the Louisiana Department of Transportation and Development to minimize the impact on the affected area. All employees are trained in proper traffic control procedures. Every effort will be made to reduce lane closures that will constrict traffic during peak hours. Although some situations may arise with limited alternatives, we will explore all options to minimize traffic disruptions. All proposed options will be reported to COM for approval prior to proceeding with work in those areas. Some options could include working at night or early mornings in areas with heavy traffic during normal working hours. All options will be considered to insure minimal impact to the public.



Working Hours

Our proposed normal working hours are 6 a.m. to 6 p.m., Monday through Friday. This schedule is subject to change depending on project requirements, work load, work area, or other issues that may arise during the project. All efforts will be made to minimize disruptions to the public during coordination and operation activities of this project. All special considerations will be presented to COM for approval prior to beginning work.

Private Property and Easements

In addition to public notifications, homeowners will be individually notified should catch basins, storm sewer assets, sanitary sewer manholes or lift stations be located in easements that require access through private property. All possible efforts will be made to access these assets through public property. In unique instances when access must be obtained through private property, all efforts will be made to perform the work without disturbing property or existing structures. Specialized equipment will be used to help minimize damage to the homeowner's property.

Quality Assurance / Quality Control Program

Our data management team provides the final quality control check on information collected in the field. This information is reviewed and transformed into an easy-to-read format that COM may elect to use as support documentation in its reimbursement effort. As a part of the data management team, CES employees have knowledge of different database software. Each employee is organized and thorough in the evaluation and handling of data. Proper training and good communication minimizes project delays. Before fieldwork begins for a specific project, CES will establish an information flow procedure to assure all data is handled properly.

Invoicing Program

CES's accounting department produces invoices for services provided on a monthly basis. During emergency conditions we can provide invoices bi-monthly or even on a weekly basis. Invoices are accompanied by all pertinent back-up documentation to support and justify work completed during the billing period. This documentation includes but is not limited to:

- Daily production logs
- Tracking map
- Monitors authorization log
- Dump tickets

CES will provide, upon request, additional information and documentation to COM for the purpose of accounting and reimbursement from state and federal emergency recovery funding sources.

History of Satisfactory Payment Procedures of Subcontractors

Over 40 subcontractors and 250 crews have worked under CES's direct management providing emergency post-storm services. These companies provided services from street cleaning to subsurface infrastructure asset cleaning and evaluation to debris removal. Currently 100% of those subcontractors have been paid, in full, for approved quantities.

Cost Proposal



ATTACHMENT A

CITY OF MANDEVILLE: SPECIFICATIONS (STATEMENT OF WORK) AND COST PROPOSAL FORM

COST PROPOSAL FORM

This Proposal Form shall be submitted with all required Attachments

The Cost Proposal will be evaluated on only the hourly rates submitted on this Proposal Form for the positions listed. **The hourly rates stated shall include all overhead, profit, travel, lodging, equipment, and other expenses realized by the proposer to execute the contract**

Proposal Form may also include additional optional positions and services.

DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES				
DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT RATE	TOTAL
HIGH PRESSURE CLEANING 8"-18" STORM DRAIN	LINEAR FOOT	60,000.0	\$2.50	\$150,000.00
HIGH PRESSURE CLEANING 21"-32" STORM DRAIN PIPE	LINEAR FOOT	60,000.0	\$2.50	\$150,000.00
HIGH PRESSURE CLEANING 36"-48" STORM DRAIN PIPE	LINEAR FOOT	55,000.0	\$2.50	\$137,500.00
HIGH PRESSURE CLEANING > 48" STORM DRAIN PIPE	LINEAR FOOT	50,000.0	\$2.50	\$125,000.00
REMOVAL, HAULING & DISPOSAL OF STORM STRUCTURES & PIPES	TON	655.0	\$875.00	\$573,125.00
COMBO CLEANING TRUCK W/CREW <5K LF (5HR MIN.)	HOUR	25.0	\$400.00	\$10,000.00
COMBO CLEANING TRUCK & CCTV INSPECTION UNIT W/CREW <5K LF (5HR MIN.)	HOUR	25.0	\$550.00	\$13,750.00
TRAFFIC CONTROL	HOUR	150.0	\$65.00	\$9,750.00
MOBILIZATION & DEMOBILIZATION	EACH	1.0	\$2,500.00	\$2,500.00
360 DEGREE STRUCTURE EVALUATION W/GPS DATA COLLECTION	EACH	1,000.0	\$125.00	\$125,000.00
ZOOM CAMERA PIPE ASSESSMENT	EACH	500.0	\$85.00	\$42,500.00
CCTV <30" DIA. STORM DRAIN PIPE	LINEAR FOOT	100,000.0	\$1.25	\$125,000.00
CCTV >30" DIA. STORM DRAIN PIPE	LINEAR FOOT	75,000.0	\$1.25	\$93,750.00
SONAR INSPECTION > 18" DIA. STORM DRAIN PIPE	LINEAR FOOT	50,000.0	\$5.00	\$250,000.00
ADDITIONAL SETUP INSPECTION EQUIPMENT	EACH	100.0	\$150.00	\$15,000.00
STRUCTURE REHABILITATION RECOMMENDATIONS	EACH	1,000.0	\$5.00	\$5,000.00
STORM DRAIN PIPE REHABILITATION RECOMMENDATIONS	LINEAR FOOT	175,000.0	\$0.12	\$21,000.00
CCTV INSPECTION UNIT W/ CREW <5K LF. (5 HR MIN.)	HOUR	25.0	\$350.00	\$8,750.00
TOTAL COST			\$	1,857,625.00

SEWER SYSTEM EVALUATION SERVICES

SEWER SYSTEM EVALUATION SERVICES				
DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT RATE	TOTAL
MOBILIZATION & DEMOBILIZATION	EACH	1.0	\$2,500.00	\$2,500.00
TEMPORARY FLOWMONITORING (1-5 METERS)	DAY	1.0	\$125.00	\$125.00
TEMPORARY FLOWMONITORING (1-5 METERS) AFTER 60 DAYS	DAY	1.0	\$95.00	\$95.00
TEMPORARY FLOWMONITORING (6- 10 METERS)	DAY	1.0	\$115.00	\$115.00
TEMPORARY FLOWMONITORING 6- 10 METERS) AFTER 60 DAYS	DAY	1.0	\$90.00	\$90.00
TEMPORARY FLOWMONITORING (11- 15 METERS)	DAY	1.0	\$105.00	\$105.00
TEMPORARY FLOWMONITORING (11- 15 METERS) AFTER 60 DAYS	DAY	1.0	\$85.00	\$85.00
TEMPORARY FLOWMONITORING (16 OR MORE METERS)	DAY	1.0	\$98.00	\$98.00
TEMPORARY FLOWMONITORING (16 OR MORE METERS) AFTER 60 DAYS	DAY	1.0	\$85.00	\$85.00
RAIN GAUGES	DAY	1.0	\$29.00	\$29.00
NIGHT FLOWISOLATION	EACH	1.0	\$500.00	\$500.00
PUMP STATION DRAW/FILL TEST (1-2 PUMPS)	EACH	1.0	\$2,500.00	\$2,500.00
PUMP STATION DRAW/FILL TEST (3-4 PUMPS)	EACH	1.0	\$3,500.00	\$3,500.00
3D MANHOLE CONDITION ASSESSMENT	EACH	1.0	\$125.00	\$125.00
STRUCTURAL MANHOLE CONDITION ASSESSMENT	EACH	1.0	\$110.00	\$110.00
3D WET WELL CONDITION ASSESSMENT (LESS THAN OR EQUAL TO 8- FT DIAMETER)	EACH	1.0	\$150.00	\$150.00
3D WET WELL CONDITION ASSESSMENT (GREATER THAN TO 8- FT DIAMETER)	EACH	1.0	\$175.00	\$175.00
UN- COVER BURIED MANHOLES	EACH	1.0	\$300.00	\$300.00
REMOVAL OF STABILIZED DEBRIS	EACH	1.0	\$425.00	\$425.00
INSTALLATION OF STAINLESS STEEL RAINSTOPPER	EACH	1.0	\$350.00	\$350.00
MANHOLE/WET WELL INSPECTION DATA MANAGEMENT	EACH	1.0	\$5.00	\$5.00
MANHOLE/WET WELL INSPECTION REHAB RECOMMENDATIONS	EACH	1.0	\$10.00	\$10.00
SMOKE TESTING	LINEAR FOOT	100.0	\$0.55	\$55.00
SMOKE TESTING DATA MANAGEMENT	LINEAR FOOT	100.0	\$0.05	\$5.00
STANDARD CLEANING 6"- 10"	LINEAR FOOT	11,500.0	\$1.58	\$18,170.00
HEAVY CLEANING 6"- 10"	LINEAR FOOT	500.0	\$2.12	\$1,060.00
STANDARD CLEANING 6"- 10" NOT IN RIGHT OF WAY	LINEAR FOOT	100.0	\$3.25	\$325.00
HEAVY CLEANING 6"- 10" NOT IN RIGHT OF WAY	LINEAR FOOT	100.0	\$4.20	\$420.00
ROOT/GREASE CUTTING 6"- 10"	LINEAR FOOT	100.0	\$1.75	\$175.00
CHEMICAL ROOT CONTROL 6"- 8"	LINEAR FOOT	100.0	\$1.70	\$170.00
CHEMICAL ROOT CONTROL 10"- 12"	LINEAR FOOT	100.0	\$2.25	\$225.00
REMOVAL OF PROTRUDING TAPS	EACH	10.0	\$350.00	\$3,500.00
CCTV <15"	LINEAR FOOT	11,500.0	\$1.50	\$17,250.00
ADDITIONAL SETUP CCTV EQUIPMENT	EACH	2.0	\$300.00	\$600.00
CCTV SERVICE LATERALS LAUNCHING FROM MAINLINE	EACH	1.0	\$175.00	\$175.00
CCTV SERVICE LATERALS PUSH CAMERA	EACH	1.0	\$175.00	\$175.00
CCTV DATA MANAGEMENT	LINEAR FOOT	11,500.0	\$0.25	\$2,875.00
SEWER PIPE REHAB RECOMMENDATIONS	LINEAR FOOT	5.0	\$0.25	\$1.25
SETUP 3"- 4" BY- PASS PUMP	EACH	1.0	\$1,200.00	\$1,200.00
SETUP 6" BY- PASS PUMP	EACH	1.0	\$2,000.00	\$2,000.00
SETUP 8" BY- PASS PUMP	EACH	1.0	\$2,800.00	\$2,800.00
OPERATION OF 3"- 4" BY- PASS PUMP	HOUR	1.0	\$45.00	\$45.00
OPERATION OF 6" BY- PASS PUMP	HOUR	1.0	\$52.00	\$52.00
OPERATION 8" BY- PASS PUMP	HOUR	1.0	\$64.00	\$64.00
TRAFFIC CONTROL	HOUR	10.0	\$65.00	\$650.00
CLEANING WET WELLS	HOUR	1.0	\$450.00	\$450.00
DYE TESTING W/ CCTV 6"- 12"	EACH	1.0	\$308.00	\$308.00
DYE TESTING WTHOUT CCTV	EACH	1.0	\$310.00	\$310.00
SONAR INSPECTION > 12"	LINEAR FOOT	100.0	\$5.00	\$500.00
ELECTRO SCAN 8"- 21'	LINEAR FOOT	100.0	\$5.50	\$550.00
ACOUSTIC PIPE ASSESSMENT	LINEAR FOOT	100.0	\$0.50	\$50.00
COMBO CLEANING TRUCK W/ OPERATOR	HOUR	2.0	\$400.00	\$800.00
CCTV INSPECTION UNIT W/ OPERATOR	HOUR	1.0	\$350.00	\$350.00
EMERGENCY SEWER HAULING	GALLON	100,000.0	\$0.75	\$75,000.00

TOTAL COST \$141,787.25

DATE: 8/24/2022

I have received Addenda, #s: _____

ORGANIZATION'S NAME: Compliance EnviroSystems, LLC

ORGAINZATION'S ADDRESS: 1401 Seabord Dr., Baton Rouge, LA 70810


EMAIL ADDRESS: jgraham@ces-sses.com

PHONE: 985.502.5667

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: Brad Dutruch

TITLE OF AUTHORIZED SIGNATORY OF PROPOSER: President

AUTHORIZED SIGNATORY OF PROPOSER**



** A copy of a corporate resolution or other signature authorization shall be required for submission of proposal. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid.

END: PROPOSAL FORM

Compliance With DBE





Drain-Cleaning - 24 Hr. Service
Water Jets - Pipe Locating
Sewer & Drain Televising

August 24, 2022

Mayor Clay Madden
City of Mandeville, LA
3101 East Causeway Approach
Mandeville, LA 70448

RE: Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation Services RFP – Compliance With DBE

Mayor Madden:

This letter is written confirmation of the teaming agreement between Blue Flash Sewer Services (herein referred to as Blue Flash) and Compliance EnviroSystems, LLC (herein referred to as CES) on the City of Mandeville Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation Services contract. Blue Flash and CES have a long successful history of partnering together on many projects of similar size and scope to this City of Mandeville project. **Blue Flash is a registered DBE/WBE company.**

Thank you for the opportunity to submit our proposal. If selected, CES and Blue Flash will provide our services at the highest professional level.

Sincerely,


Kelly C. Cazaux, Owner

Additional Information




ATTACHMENT B: NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA


PARISH OF East Baton Rouge

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Brad Dutruch, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED President OF Compliance EnviroSystems, LLC (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A PROPOSAL FOR Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation Services WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON 8/24/22 AND SAID AFFIANT FURTHER SAID:

1. That vendor employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the vendor whose services in connection with the public contract were in the regular course of their duties for vendor; and
2. That no part of the contract price received by vendor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the vendor whose services in connection with the project were in the regular course of their duties for vendor.
3. Said proposal is genuine and the vendor has not colluded, conspired or agreed directly or indirectly with any other vendor to offer a sham or collusive proposal.
4. Said vendor has not in any manner, directly or indirectly, agreed with any other person to fix the proposal price of affiant or any other vendor, or to fix any overhead, profit or cost element of said price, or that of any other vendor, to induce any other person to refrain from providing a proposal.
5. Said vendor is not intended to secure an unfair advantage of benefit from The City of Mandeville or in favor of any person interested in the proposed contract.



AUTHORIZED SIGNATURE Brad Dutruch, President



NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF August, 20 22

My commission expires upon death



ATTACHMENT C: AFFIDAVIT OF PAST CRIMINAL CONVICTIONS

STATE OF LOUISIANA

PARISH OF East Baton Rouge

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Brad Dutruch, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED President OF Compliance EnviroSystems, LLC (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A PROPOSAL FOR Storm Drain Cleaning and Structure Evaluation Services and Sewer System Evaluation Services WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON 8/24/22 AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. NO individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:


- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

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

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

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must

be re-advertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.



AUTHORIZED SIGNATURE Brad Dutruch, President



NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF August, 20 22

My commission expires upon death



ATTACHMENT D: CODE OF CONDUCT
CITY OF MANDEVILLE'S
CODE OF CONDUCT

A. POLICY STATEMENT

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

- i) Elected municipal officials,
- ii) Unclassified employees of The City of Mandeville
- iii) Persons appointed to the various boards and commissions of The City of Mandeville.
- iv) Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

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

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

B. PURPOSE OF THIS POLICY

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

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

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

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

D. CONTRACTORS

Any individual or business entity that enters into a contract with The City of Mandeville shall be

subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with The City of Mandeville.

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

E. COMPLAINTS.

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

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

CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA
PARISH OF

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

Brad Dutruch; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.


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

That, he will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and The City of Mandeville, Louisiana; and

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

CONTRACTOR: Compliance EnviroSystems, LLC

By: Brad Dutruch, President



AUTHORIZED SIGNATURE



NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF August, 20 22

My commission expires upon death



ATTACHMENT E: E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF East Baton Rouge

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Brad Dutruch, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED President OF Compliance EnviroSystems, LLC (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A QUOTE/PROPOSAL/CONTRACT/BID/RFP/SOQ TITLED Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation Services FOR CITY OF MANDEVILLE PROJECT: Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation Services

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

Affiant further said:

- (1) Entity 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.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity an affidavit verifying compliance with statements (1) and (2).

Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.



AUTHORIZED SIGNATURE Brad Dutruch, President



NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF August, 2022

My commission expires upon death



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

For contracts of \$100,000 or more, including amendments, the undersigned Prime Contractor's authorized official or principal certifies, to the best of his or her knowledge and belief, that:

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

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

The undersigned prime Contractor's authorized official or principal, Brad Dutruch , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

U.S.C. A 3801, et seq., apply to this certification, Contract and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Brad Dutruch, President

Organization's name

Compliance EnviroSystems, LLC

Date

8/24/22

THIS SIGNED FORM MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT G: SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR

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

Contractor's authorized Official or Principal's Signature  _____

Printed name and title _____ Brad Dutruch, President _____

Firm's name _____ Compliance EnviroSystems, LLC _____

Date _____ 8/24/22 _____

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2022

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

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

PRODUCER BXS Insurance 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: Keresa Bonin PHONE (A/C, No, Ext): 337-769-4543 E-MAIL ADDRESS: keresa.bonin@bxsi.com	FAX (A/C, No): 225-336-4536
	INSURER(S) AFFORDING COVERAGE	
INSURED Compliance Envirosystems, LLC, See attached page for additional names 1401 Seaboard Dr. Baton Rouge LA 70810	INSURER A : National Union Fire Ins Co Pittsburgh PA NAIC # 19445	
	INSURER B : New Hampshire Insurance Co. NAIC # 23841	
	INSURER C : Travelers Property Casualty Co of America NAIC # 25674	
	INSURER D : Endurance American Specialty Ins Co NAIC # 41718	
	INSURER E : INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** 1131714324 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL9566098	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			CA5425488	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1S01936422NF	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC043172155	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution / Professional			PNV10015166700	4/1/2022	4/1/2023	Per Occurrence \$ 2,000,000 Aggregate \$ 4,000,000 Deductible \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy # UM00069099MA22A
Effective: 04/01/22-04/01/23
Carrier: XL Specialty Insurance Company
Inland Marine - Leased/Rented Equipment \$375,000; \$375,000 per item; \$2,500 Deductible except Vacuum Units \$5,000; Blanket Loss Payee as their interest may appear.

Subject to referenced Policy Terms, Conditions, Exclusions if required by written contract or agreement.
See Attached...

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



ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Compliance EnviroSystems, LLC, See attached page for additional names 1401 Seabord Dr. Baton Rouge LA 70810
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability includes Blanket Additional Insured if required by written contract (form CG 2010 12/19) and Blanket Additional Insured- Completed Operations if required by written contract (form CG 2037 12/19), Primary and Non-Contributory wording if required by written contract (form: CG 2001 12/19); Blanket Waiver of Subrogation is required by written contract (form: CG 2404 12/19), Per Project Aggregate where required by written contract and 30 days Notice of Cancellation in favor of others if required by written contract.

The Auto Liability includes Blanket Additional Insured if required by under contract or written agreement. (form: CA 87950 09/14), Primary and Non-Contributory wording if required by written contract (form: CA 74445 10/99); Blanket Waiver of Subrogation is required by written contract (form: CA62897 06/65), 30 days Notice of Cancellation in favor of others if required by written contract.

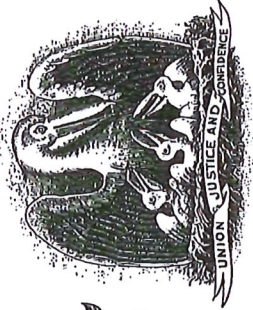
Pollution policy includes blanket Additional Insured as required by written contract but only to the extent required and up to the limits required in such written contract or agreement, Primary and Non-Contributory wording as required by written contract and blanket waiver of subrogation as per written contract, but not in regards to a subcontractor of the insured.

The Worker's Compensation includes Blanket alternate employer if required by written contract(form: WC00 03 01A 02/89), Blanket Waiver of Subrogation is required by written contract (form: WC 00 03 13 04/84), 30 days Notice of Cancellation in favor of others if required by written contract.

The Umbrella Policy is Follow Form over the General Liability, Auto Liability and Employers Liability policies.

NAMED INSURED:
Compliance EnviroSystems, LLC; CES Memphis, LLC; DCM Properties, LLC; Junior Partners, LLC; PRP Services, LLC;
Sewer Hawk, LLC; Tricon, LLC; CES Hattiesburg, LLC; Essential Equipment, LLC
Project Name/Number: Drain Line Cleaning and Structure Evaluation

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

COMPLIANCE ENVIROSYSTEMS, LLC
ATTN: Kim Frazee
1401 Seaboard Drive
Baton Rouge, LA 70810

is duly licensed and entitled to practice the following classifications

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: AUGER/DRY AND CONVENTIONAL BORING; SPECIALTY: HORIZONTAL DIRECTIONAL DRILLING; SPECIALTY: TRENCHLESS REHABILITATION



Expiration Date: September 19, 2023

License No: 32109

Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of September 2020

Willis May

Director

Lee Mallett

Chairman

Andy Duvall

Treasurer

This License Is Not Transferrable

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, PH.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL SERVICES

To: Ms. Kim Frazee
Compliance Envirosystems LLC
1401 Seaboard Dr
Baton Rouge, LA 70810

Date: July 5, 2022

Subject: Approval of Sewage Sludge Transporter Reauthorization H-633; Agency Interest Number 152708; TEMPO Activity Number REG20220001; 1401 Seaboard Dr, Baton Rouge, LA 70810, East Baton Rouge Parish

Dear Ms. Frazee:

The Louisiana Department of Environmental Quality (LDEQ) received your Sewage Sludge Transporter Notification Form on June 23, 2022, pertaining to the above-referenced company. The Water Permits Division has completed a review of the information submitted. Based upon the review of the submitted information, your renewal registration is approved. Your Sewage Sludge Hauler Identification Number is H-633. A copy of this document and the attached truck list must remain in your approved vehicle(s) that transport sewage sludge. Only the trucks listed on the attached truck list can be used for the transportation of sewage sludge. Should you need to add or remove any vehicles on your truck/container list, you must submit written notification to the Department using the appropriate form (Form 7159). Please obtain the most up-to-date form from the LDEQ public website at deq.louisiana.gov/page/sewage-biosolids.

Vehicles and/or containers used to transport sewage sludge must comply with the Standards for Transporters of Sewage Sludge located in LAC 33:IX.7301.F.2.c. LDEQ Regional Office staff may conduct inspections of your vehicle(s) and/or container(s) for compliance with the requirements of LAC 33:IX.7301.F.2.c. Failure to comply with the requirements of LAC 33:IX.7301.F.2.c, including successfully passing an inspection, may result in revocation of this authorization to haul sewage sludge.

Your registration with the LDEQ as a transporter of sewage sludge will expire on June 30, 2023. If you wish to continue the operation of transporting sewage sludge, you must apply for re-registration by May 1, 2023 as required by LAC 33:IX.7301.F.1.c. Failure to submit a re-registration form by May 1, 2023 may delay receipt of a renewal registration.

You are required by LAC 33:IX.7301.F.2.b to submit an Annual Sewage Sludge Transporter Reporting Form (Form 7362) to the Water Permits Division. For your convenience, the Annual Reporting Form is attached for your use. Additionally, the Annual Sewage Sludge Transporter Reporting Form can be accessed at the following Internet Site: deq.louisiana.gov/page/sewage-biosolids. **The Annual Sewage Sludge Transporter Reporting Form for the reporting period of January 1, 2022 to December 31, 2022 must be submitted to the Water Permits Division on or before February 19, 2023.**

To ensure that all correspondence regarding this registration is properly filed into the Department's Electronic Document Management System, you must reference your Agency Interest Number 152708 and your Sewage Sludge Hauler Identification Number H-633 on all future correspondence to the Department.

If you have any questions regarding this action, please contact Ms. Ronda Burch at (225) 219-3213 or Ms. Suzanne Rohli at (225) 219-3223.

Enclosures

c: IO-Biosolids
Ronda Burch
Water Permits Division

ec: Capital Regional Office
Office of Environmental Compliance



**OFFICE OF ENVIRONMENTAL SERVICES
Water Permits Division**

Approval of Sewage Sludge Transporter Registration

Compliance Envirosystems LLC
1401 Seaboard Dr
Baton Rouge, LA 70810

Sewage Sludge Hauler Identification Number: H-633
Agency Interest Number: 152708
TEMPO Activity Number: REG20220001

to transport sewage sludge in accordance with Registration Requirements and Standards for Transporters of Sewage Sludge set forth in the Louisiana Administrative Code, Title 33, Part IX, Subpart 3, Section 7301. F.

Failure to comply with the requirements of LAC 33:IX.7301.F will result in revocation of authorization to transport sewage sludge.

Modifications to the transporter registration must be reported to the Office of Environmental Services, Water Permits Division at the address on the preceding page. Modifications include, but are not limited to changes to receiving/disposal facilities and vehicles and name/ownership changes.

All registered transporters shall submit a renewal registration on or before May 1, 2023.

This authorization to haul sewage sludge shall become effective on July 5, 2022.

The authorization to haul sewage sludge shall expire on June 30, 2023.

Issued on July 5, 2022

Scott Guilliams, Administrator

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER _____; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____; MOVED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

ORDINANCE NO. 22-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REAPPORTIONING THE CITY COUNCIL DISTRICTS ESTABLISHED BY THE CITY CHARTER IN ACCORDANCE WITH THE POPULATION OF THE CITY OF MANDEVILLE REPORTED AS A RESULT OF THE 2020 FEDERAL CENSUS; DEFINING THE DISTRICTS CREATED AS A RESULT THEREOF; SUBMITTING THE SAID DISTRICTS FOR REVIEW BY THE UNITED STATES DEPARTMENT OF JUSTICE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, under the provisions of Article II, Section 2-01 of the City Charter of the City of Mandeville, there are established in this City three (3) geographic districts created for the purpose of electing from each district one member of the City Council of the City of Mandeville; and

WHEREAS, again under the provisions of the said Section 2-01 of Article II of the City Charter of the City of Mandeville the Planning Commission of the City of Mandeville is charged with the responsibility and duty to review the population figures attributed to the City of Mandeville as a result of each decennial federal census and submit to the City Council of the City of Mandeville a proposed plan of redistricting of the said districts based upon the population disclosed by the said census; and

WHEREAS, the Planning Department of the City of Mandeville assembled the 2020 census information and developed several redistricting plans that it presented to the Planning Commission; and

WHEREAS, the Planning Commission presented a redistricting plan to the public; and

WHEREAS, at its regularly scheduled meeting of August 11, 2022, the City Council of the City of Mandeville received from the said Planning Commission the plan of redistricting prepared by that Commission in accordance with its review of the census-figures reported for the City of Mandeville as a result of the 2020 Federal census; and

WHEREAS, this City Council, after review and consideration of the said plan, and of the comments made with regard to the said plan at the public hearings held on the subject of the said plan of redistricting held on October 25, 2022 at 6:00 p.m., November 8, 2022 6:00 p.m., desires to adopt the plan of redistricting as presented by the Planning Commission of the City of Mandeville, all in accordance with the provisions of Article 11, Section 2-01 of the City Charter of the City of Mandeville; and

NOW, THEREFORE, be it ordained by the City Council of the City of Mandeville that the boundaries of City Council Districts I, II and III be and they are hereby set and established, in reliance upon the determined by the 2020 federal census of a population of 13,187 people residing within the corporate limits of the City of Mandeville as follows:

COUNCIL DISTRICT 1: District 1 shall consist of all property situated within the corporate limits of the City of Mandeville located west of a line starting at the point of intersection of northern limits of the City of Mandeville and the western ROW of U.S. Highway 190 then proceed in a southerly direction along the western ROW of U.S. Highway 190 to a point of intersection with northern ROW of LA Highway 22, then proceed 552 feet in a southerly direction to a point on the east boundary of Lot C (Northlake Shopping Center), then proceed in a southerly direction 1,500 feet along the western ROW of the frontage road to a point on the southeastern corner of Lot 3A, then proceed in a southwesterly direction 355.5 feet along the western ROW of the Frontage road of North Causeway Boulevard to the northeast corner of Lot Q (City of Mandeville), then proceed 420 feet in a westerly direction along the northern boundary of Lot Q to the northwest corner of the lot, then proceed in a southerly direction 178 feet to the southwest corner of Lot Q then proceed 600 feet west to the northwest corner of the Lot R, then proceed South 272 feet to the southwest corner of the Lot R, then 1,000 feet East to the western ROW of **Frontage Road**, then go in a southerly direction along the western line of **Frontage Rd** 2,247.6 feet to the southeast corner of Lot C (City of Mandeville), then proceed westerly a distance of 429.5 feet along the southern line of the parcel C to its intersection with easterly line of The Shadows Subdivision at lot 5, then proceed in a distance of 380 feet in a southerly direction along the eastern boundary of the The Shadows Subdivision to the southeast corner of the subdivision, then proceed westerly 440.7 along the southern boundary of The Shadows Subdivision to its intersection with the northern ROW of the West Causeway Approach, then proceed S69-44-25W 75 feet to the centerline of the northbound West Causeway Approach, then proceed in a northwesterly direction along said centerline of the West Causeway Approach to the intersection of the centerlines of West Causeway Approach and Mark Smith Drive, then proceed in a southerly direction along the centerline of Mark Smith Drive to its intersection with the centerline of Tara Lane, then proceed in a easterly direction along the centerline of Tara Lane to its intersection with the centerline of Christian Court, then proceed in a northerly direction along the centerline of Christian Court to the intersection of the centerlines of Christian Court and Robyn Place, **then proceed in a easterly direction along the centerline of Robyn Place to its intersection with Woodstone Drive, thence proceed southeast a distance of 48 ft to the northeast corner of Lot 119 of Woodstone Subdivision**, then in a southerly direction follow along the eastern boundary of Lot 119 a distance of 122 feet to its southeast corner, then go approximately 390 feet in the same southern direction as the eastern boundary of Lot 119 Woodstone, to its intersection with the northern boundary of the CLECO Right-of-Way, then proceed along the northern boundary of the CLECO Right-of-Way to its intersection with the western ROW of Chestnut Street, then proceed in an southerly direction to the intersection of the western ROW of Chestnut Street with the southern boundary of Weldon Park Subdivision, then proceed easterly along the southern boundary of the Weldon Park Subdivision to southeast corner of Lot 1 Square 14 Weldon Park Subdivision, then proceed a distance of 528 feet to the point of intersection of the southern boundary of the CLECO Right-of-Way with the centerline of Mandeville High Blvd., then proceed in a southerly direction along the centerline of the Mandeville High Blvd. to its intersection with centerline of Decker Lane, then proceed 230 feet in an easterly direction along the same line of direction of the centerline of Decker Lane, then proceed a distance approximately of 652 feet to the intersection of the southern boundary of Lakeside Village and the centerline of Rue Esplanade, then proceed in a easterly direction along the southern boundary of Lakeside Village to the southeast corner of Lakeside Village Subdivision, then proceed 462 feet in a southerly direction along eastern boundary of the Royal Acres Subdivision to the southeast corner of Lot B-1B-3 Royal Acres subdivision, then proceed approximately a distance of 194 feet in a southeasterly direction to the point on the east boundary of Lot G1 Royal Acres subdivision, then proceed in a southwesterly direction 186 feet to a point along the eastern boundary of Lot G, then

proceed in a southwesterly direction along the Mandeville corporate limits boundary of Lot G2 (Wastewater Treatment Plant property) and southern boundary of The Sanctuary to Lake Pontchartrain.

COUNCIL DISTRICT 2: District 2 shall consist of all property situated within the corporate limits of the City of Mandeville located east of a line starting at the point of intersection of northern limits of the City of Mandeville and the western ROW of U.S. Highway 190 then proceed in a southerly direction along the western ROW of U.S. Highway 190 to a point of intersection with northern ROW of LA Highway 22, then proceed 552 feet in a southerly direction to a point on the east boundary of Lot C (Northlake Shopping Center), then proceed in a southerly direction 1,500 feet along the western ROW of the frontage road to a point on the southeastern corner of Lot 3A, then proceed in a southwesterly direction 355.5 feet along the western ROW of the frontage road of North Causeway Boulevard to the northeast corner of Lot Q (City of Mandeville), then proceed 420 feet in a westerly direction along the northern boundary of Lot Q to the northwest corner of the lot, then proceed in a southerly direction 178 feet to the southwest corner of Lot Q then proceed 600 feet west to the northwest corner of the Lot R, then proceed South 272 feet to the southwest corner of the Lot R, then 1,000 feet East to the western ROW of **Frontage Road**, then go in a southerly direction along the western line of **Frontage Road** 2,247.6 feet to the southeast corner of Lot C (City of Mandeville), then proceed westerly a distance of 429.5 feet along the southern line of the parcel C to its intersection with easterly line of The Shadows Subdivision at lot 5, then proceed in a distance of 380 feet in a southerly direction along the eastern boundary of the The Shadows Subdivision to the southeast corner of the subdivision, then proceed westerly 440.7 along the southern boundary of The Shadows Subdivision to its intersection with the northern ROW of the West Causeway Approach, then proceed S69-44-25W 75 feet to the centerline of the northbound West Causeway Approach, then proceed in a northwesterly direction along said centerline of the West Causeway Approach to the intersection of the centerlines of West Causeway Approach and Mark Smith Drive, then proceed in a southerly direction along the centerline of Mark Smith Drive to its intersection with the centerline of Tara Lane, the proceed in a easterly direction along the centerline of Tara Lane to its intersection with the centerline of Christian Court, then proceed in a northerly direction along the centerline of Christian Court to the intersection of the centerlines of Christian Court and Robyn Place, **then proceed in a easterly direction along the centerline of Robyn Place to its intersection with Woodstone Drive, thence proceed southeast a distance of 48 ft to the northeast corner of Lot 119 of Woodstone Subdivision**, then in a southerly direction follow along the eastern boundary of Lot 119 a distance of 122 feet to its southeast corner, then go approximately 390 feet in the same southern direction as the eastern boundary of Lot 119 Woodstone, to its intersection with the northern boundary of the CLECO Right-of-Way, then proceed along the northern boundary of the CLECO Right-of-Way to its intersection with the western ROW of Chestnut Street, then proceed in an southerly direction to the intersection of the western ROW of Chestnut Street with the southern boundary of Weldon Park Subdivision, then proceed easterly along the southern boundary of the Weldon Park Subdivision to southeast corner of Lot 1 Square 14 Weldon Park Subdivision, then proceed a distance of 528 feet to the point of intersection of the southern boundary of the CLECO Right-of-Way with the centerline of Mandeville High Blvd., then proceed in a southerly direction along the centerline of the Mandeville High Blvd. to its intersection with centerline of Decker Lane, then proceed 230 feet in an easterly direction along the same line of direction of the centerline of Decker Lane, then proceed a distance approximately of 652 feet to the intersection of the southern boundary of Lakeside Village and the centerline of Rue Esplanade, then proceed in a easterly direction along the southern boundary of Lakeside Village to the southeast corner of Lakeside Village Subdivision, then proceed 462 feet in a southerly direction along eastern boundary of the Royal Acres Subdivision to the southeast corner of Lot B-1B-3 Royal Acres subdivision, then proceed approximately a distance of 194 feet in a southeasterly direction to the point on the east boundary of Lot G1 Royal Acres subdivision, then proceed in a southwesterly direction 186 feet to a point along the eastern boundary of Lot G, then proceed approximately a distance of 727 feet in a

easterly direction to the point of intersection with Lot 14 Block 1 AND west of a line commencing at the City of Mandeville northern limits and the frontage road of N Causeway Blvd, proceed in a southeasterly direction along the eastern ROW of the frontage road to its intersection with Lot 1-A-1-B, thence proceed in a northerly direction 233.65 ft to a point on Lot 1-A-1-B, thence northwest 261 ft to a point on the southern ROW of Lasalle St, thence east along the southern ROW of Lasalle St 829.96 ft to a point on the western ROW of Ausbury Dr, thence east 81.88 ft to a point on the southwestern corner of Lot 19A, thence proceed northwesterly along Lot 19A and eastern ROW of Ausbury Dr 109.37 ft to the northwest corner of Lot 19A, thence northeasterly 224.41 to a point on the northeast corner of Lot 19A, thence northeasterly 47.5 ft to a point on the northwest corner of Lot W (Saint Timothy property), thence proceed east along the northern boundary of Lot W 465.92 ft, then proceed south along the eastern side of Lot W 465.88 ft, then in a southwesterly direction 446.74 ft to a point on Lot W1 (Saint Timothy property), thence in a northwesterly direction 68 ft to a point on Lot W1, thence west 147 ft to a point on the eastern ROW of Ausbury Dr, then in a southerly direction follow the eastern ROW line of Ausbury Dr to its intersection with the eastern ROW of U.S. Hwy 190, thence follow the eastern ROW line of Hwy 190 to its intersection with Lot N, thence proceed in a northeasterly direction 122.17 ft to a point on Lot N, thence northwesterly 36 ft to a point on Lot N, thence northeasterly 226 ft to the northeast corner of Lot N, then proceed in a southeasterly direction 600 ft along the eastern side of Lots N, M and L to a point on the northern ROW of Meadowbrook Blvd, then proceed along the northern ROW line of Meadowbrook Blvd to its intersection with the eastern ROW line of U.S. Hwy 190, thence follow the eastern ROW line of U.S. Hwy 190 in a southerly direction until its intersection with the Chenier Apartments, thence proceed in a southeasterly direction along the northern boundary of Chenier Apartments 1,689 ft, thence south a distance of 311 ft to a point on the eastern line of Chenier Apartments, thence east 51 ft to a point on the eastern line of Chenier, thence south 331 ft to the southeastern corner of Chenier, thence proceed in a northwesterly direction 1,221.5 ft along the southern line of Chenier to its intersection with the eastern ROW line of U.S. Hwy 190, then proceed in a southerly direction 639.4 ft to a point of intersection between the eastern ROW line of U.S. Hwy 190 and the northwest corner of Lot 1 (Tanglewood Subdivision), then proceed south along Lot 1 to its intersection with the centerline of Oakwood Drive, then west to the intersection with the centerline of U.S. Hwy 190, then proceed in a southeasterly direction along the centerline of U.S. Highway 190 to the intersection of the centerlines of U.S. Highway 190 and East Causeway Approach, then proceed in a westerly direction along the centerline of East Causeway Approach to the centerline of Cambronne Street, then proceed in a southerly direction to the intersection of southern ROW of East Causeway Approach and the western ROW of Cambronne Street then proceed in a easterly direction along the southern ROW of East Causeway Approach to the northwest corner of Lot 10, Square 1, Baudot Tract, Section 46 Township Range 08S-11E, then proceed in a southerly direction to the southwest corner of Lot 10, then proceed in a southerly direction in the same directional line to the intersection point with the centerline of Corporal Samuel Sams Drive, then proceed in a westerly direction to the east boundary of Lot 149, New Golden Shores Subdivision, then proceed in a southerly direction along the eastern boundary of New Golden Shores Subdivision until its intersection with the centerline of Monroe St, then proceed in a easterly direction along the centerline of Monroe Street, to the intersection of the centerlines of Monroe Street and Galvez Street, then proceed in a southerly direction along the centerline of Galvez Street to the intersection of a southerly projection of the centerline of Galvez Street and Lake Pontchartrain.

COUNCIL DISTRICT 3: District 3 shall consist of all property situated in the corporate limits of Mandeville that are located east of a line commencing at the intersection of eastern ROW of U.S. Hwy 190 and the northwestern corner of LOT 1 (Tanglewood Subdivision), then proceed south along Lot 1 to its intersection with the centerline of Oakwood Drive, then west to the intersection with the centerline of U.S. Hwy 190, then proceed in a southeasterly direction along the centerline of U.S. Highway 190 to the intersection of the centerlines of U.S. Highway 190 and East Causeway Approach, then proceed in a westerly direction along the centerline of East Causeway Approach to the centerline of Cambronne Street, then proceed in a southerly direction to the intersection of southern ROW of East Causeway Approach

and the western ROW of Cambronne Street then proceed in a easterly direction along the southern ROW of East Causeway Approach to the northwest corner of Lot 10, Square 1, Baudot Tract, Section 46 Township Range 08S-11E, then proceed in a southerly direction to the southwest corner of Lot 10, then proceed in a southerly direction in the same directional line to the intersection point with the centerline of Corporal Samuel Sams Drive, then proceed in a westerly direction to the east boundary of Lot 149, New Golden Shores Subdivision, then proceed in a southerly direction along the eastern boundary of New Golden Shores Subdivision until its intersection with the centerline of Monroe St, then proceed in a easterly direction along the centerline of Monroe Street, to the intersection of the centerlines of Monroe Street and Galvez Street, then proceed in a southerly direction along the centerline of Galvez Street to the intersection of a southerly projection of the centerline of Galvez Street and Lake Pontchartrain.

BE IT FURTHER ORDAINED, that all sections and provisions of this ordinance be deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

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

- AYES:**
- NAY:**
- ABSTENTIONS:**
- ABSENT:**

and the ordinance was declared adopted this _____ Day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



MANDEVILLE

An Historic Lakefront Community

Planning and Zoning Commission

KAREN GAUTREUX, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHARMAN
ZONING COMMISSION

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

MEMBERS
SCOTT QUILLIN
SIMMIE FAIRLEY
NIXON ADAMS
CLAIRE DURIO
MIKE PIERCE

MEMOMORANDUM TO THE CITY COUCIL

October 05, 2022

Ordinance 22-22

Reapportionment Plan of City Council Districts – Census Data 2020

The City Charter states in Sections 2-01(E) and (F) that following official publication of each federal census, the Planning Commission shall alter, change or rearrange council district boundaries so as to provide for population equality among the districts as near as reasonably practical. To the extent possible, council districts shall be compact and composed of contiguous territory. Additionally, the reapportionment plan prepared by the Planning Commission shall be submitted to the City Council for approval by ordinance. The Council may adopt, amend, or reject the reapportionment plan prepared by the Planning Commission. Upon rejection of a plan by the Council, the Planning Commission shall submit an alternate plan. No ordinance effecting reapportionment shall be considered for final passage by the council until at least three public hearings have been held on the proposal.

THE PROCESS:

The United States Bureau of the Census declared that the official population of the City of Mandeville was 13,187. This population was divided by the Census Bureau into Census Blocks which must remain intact and cannot be further divided. Based on this information, the Planning Department prepared numerous plans for reapportioning the districts based on the following formula:

$$\text{Ideal Population} = \frac{\text{Total Population}}{\text{Number of Districts}}$$

Based on this formula the ideal population in each of the three Mandeville districts is 4,396 people. Districts can be larger or smaller than this ideal number, however, the sum of the deviations from this number of the smallest and largest districts can be no more than 5% under Justice Department guidelines of what an acceptable redistricting plan is.

The 2020 Census has a population of 4442 in District 1, 4609 in District 2 and 4136 in District 3. The average district population is 4396 allowing for the 5% variance equals to 219 difference.

The Planning Commission recommends moving West Beach Parkway Subdivision into District 3 in order to balance the districts under the 5% variation. West Beach Parkway Subdivision has a population of 220. This scenario leaves District 1 with 4442, District 2 4,389 and District 3 4,356.

The Council received the recommendation from the Planning Commission on Ordinance 22-22 at the August 25,2022 Council Meeting. The Council amended the plan to include the east side of Barbara Place within Golden Shores. The numbers have been revised to include the following:

- District 1 – 4442 (1%)
- District 2 – 4439 (1%)
- District 3 – 4396 (-2%)

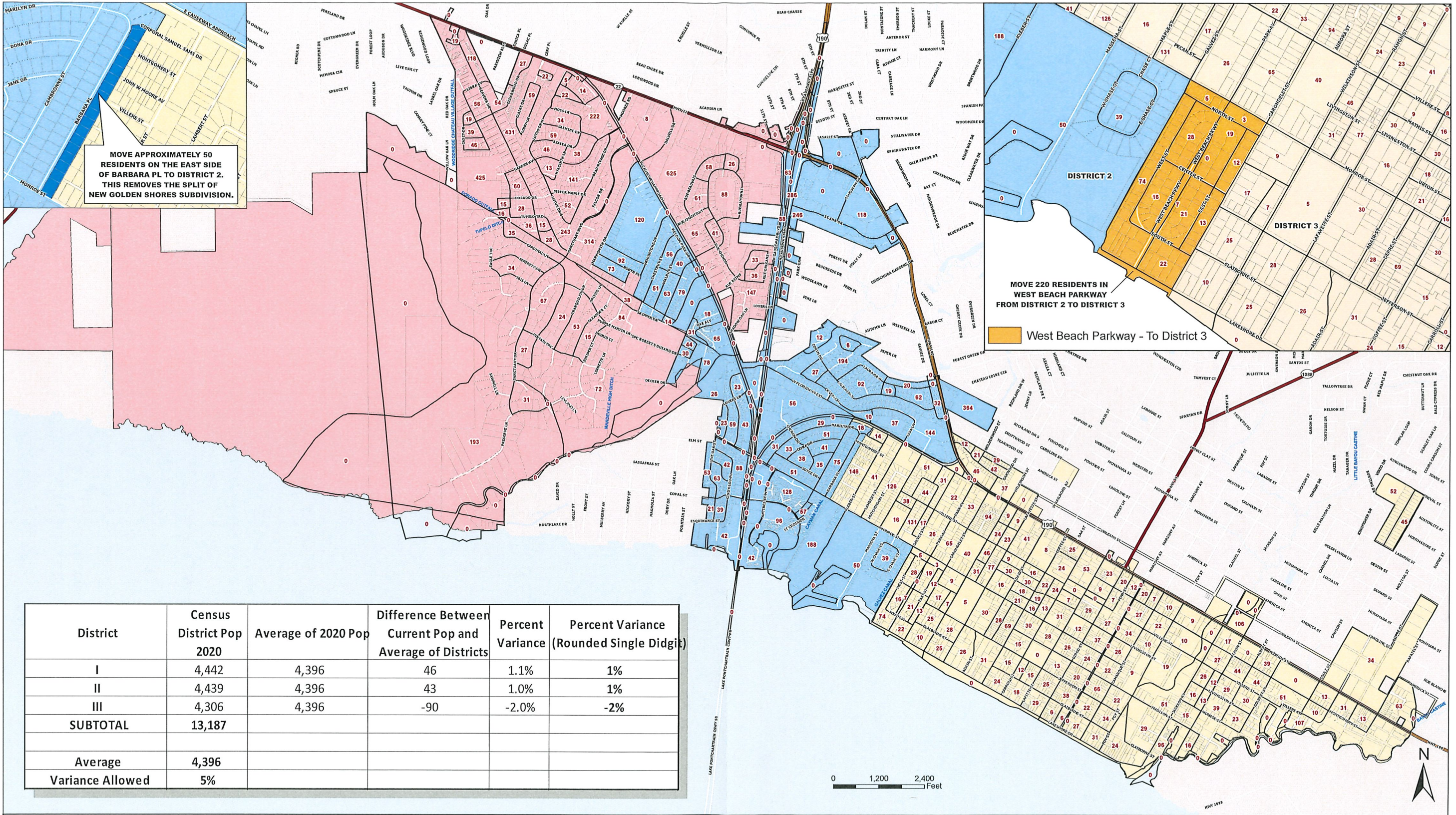
The amended changes meet the requirements and is permitted in the City Charter.

After review by the St Tammany Registrar of Voters office, it was determined that the legal description did not clearly define the eastern boundary line of Council District 2. The previous description for Council District 2 only defined the eastern boundary of the district from Tanglewood subdivision south to Lake Pontchartrain. This description did not take it to consideration Chenier apartments, the commercial area in front of Meadowbrook subdivision, the St. Timothy Church area, and the Emerald Corner shopping center.

The Council District 2 legal description has been amended to include a boundary line from the northern limits of city on Hwy 190 south to the Tanglewood subdivision, to capture the Chenier apartments, the commercial area in front of Meadowbrook subdivision, the St. Timothy Church area, and the Emerald Corner shopping center. This gives a clearly defined eastern boundary line for Council District 2 from the northernmost city limit south to Lake Pontchartrain.

Attachments:

- 2020 Redistricting W. Beach Parkway Scenario 1 as amended 08.25.2022
- Reapportionment Plan
- Current Council Districts



City of Mandeville GIS Map Disclaimer

Pertains to all published and non-published maps produced by the City of Mandeville staff, and/or the information used in these applications that were derived from digital databases which include but not limited to the following electronic map and graphic formats: PDF, MXD, PMF, DWF, GIF, JPEG, BMP, and TIFF. This product is for informational purposes and is not prepared for, nor is it suitable for conveyance, engineering, surveying, or other purposes requiring high precision. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. All mapping and retrieval of City of Mandeville GIS data is to be considered a generalized spatial representation that is subject to constant and often dynamic revisions. All maps and databases are constantly being updated and corrected and thus any map may have an updated version. This information is provided as a visual representation only and is not to be used as a legal or official representation of legal boundaries, ownership, or municipal districts and/or regulations.

CITY OF MANDEVILLE REAPPORTIONMENT PLAN CITY ORDINANCE 22-22

Legend

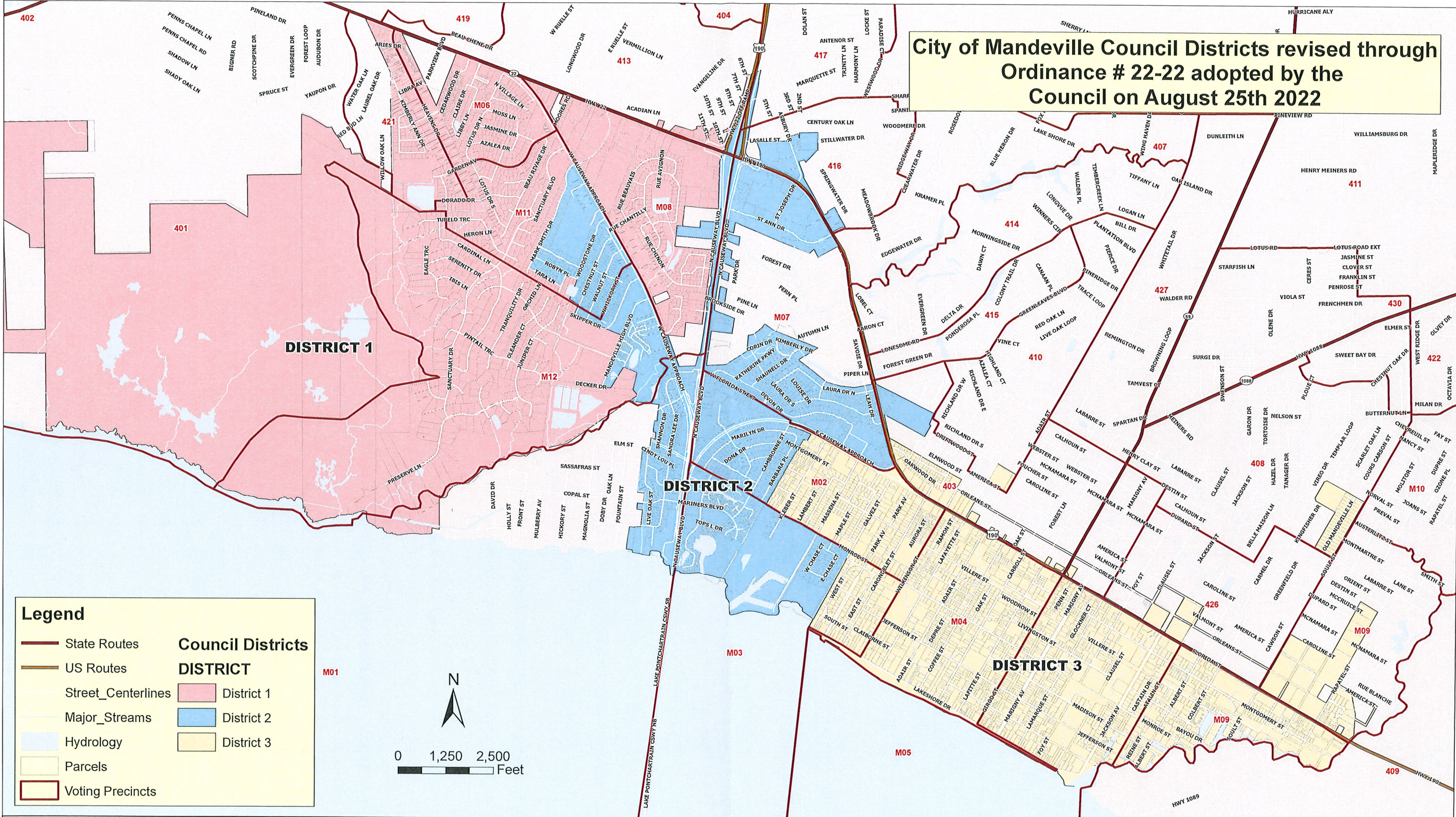
- Parcels
- Census Blocks Mandeville 2020
- State Routes
- US Routes
- Street_Centerlines
- Hydrology
- Major_Streams
- Lake_Pontchartrain

Council Districts

- DISTRICT 1
- DISTRICT 2
- DISTRICT 3



City of Mandeville Council Districts revised through Ordinance # 22-22 adopted by the Council on August 25th 2022



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**CITY OF MANDEVILLE
COUNCIL DISTRICT MAP**



**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY
COUNCIL MEMBER DANIELSON; SECONDED FOR INTRODUCTION BY
COUNCIL MEMBER _____**

ORDINANCE NO. 22-27

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 22-18, THE OPERATING BUDGET OF THE CITY
OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

WHEREAS, an amendment to the Operating Budget adopted for fiscal year 2022-2023, Ordinance Number 22-___, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2022-2023 City of Mandeville Operating Budget; and

WHEREAS, the Finance Department requests the City Council increase the Operating Budget through the line items identified in Exhibit "A"; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2022-2023, Ordinance Number 22-___, is hereby amended to include the budget amendments as set forth on the attached Exhibit "A", incorporated as a part hereof, and be adopted for the 2022-2023 Fiscal Year Operating Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2022-2023 Operating Budget adopted shall remain in full force and effect.

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

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

BUDGET AMENDMENT #1
EXHIBIT A

ACCOUNT	ACCOUNT DESCRIPTION	PRIOR BUDGET	REVISED BUDGET
GENERAL FUND 10100-43500	PLANNING & DEVELOPMENT	802,000	818,349

ATV for Tree Inventory grant. Equipment was ordered and delivery was anticipated prior to FY22 year end.