

**NOTICE OF PUBLIC MEETING  
MANDEVILLE CITY COUNCIL  
MEETING AGENDA  
THURSDAY, OCTOBER 27, 2022, at 6:00PM  
MANDEVILLE CITY HALL COUNCIL CHAMBERS  
3101 E. CAUSEWAY APPROACH  
MANDEVILLE, LOUISIANA 70448**

**MINUTES:**

Adoption of the October 13, 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.

**OLD BUSINESS:**

1. Adoption 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)

**NEW BUSINESS:**

1. Adoption of the change order #3 for the Erosion Control for WWTP Levees Project, 2101A09, for a reduction in price in the amount of \$257,232.63 for a new contract price of \$1,587,767.37. (Councilman Danielson, At-Large)

2. Adoption of Resolution No. 22-39; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE CONTRACT BETWEEN THE CITY OF MANDEVILLE AND CERES ENVIRONMENTAL SERVICES, INC. FOR EMERGENCY DEBRIS REMOVAL AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

3. Adoption of Resolution No. 22-43; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE IN SUPPORT OF THE CITY APPLICATION FOR LOCAL GOVERNMENT ASSISTANCE PROGRAM (LGAP) GRANT FUNDING AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

4. Adoption of Resolution No. 22-44; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ADOPTING THE LOUISIANA COMPLIANCE QUESTIONNAIRE (Councilman Danielson, At-Large)

5. Adoption of Resolution No. 22-45; 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 FAIRWAY CONSULTING AND ENGINEERING, LLC, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

**PUBLIC COMMENT:**

**FINANCE 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 DANIELSON; SECONDED FOR INTRODUCTION BY  
COUNCIL MEMBER KRELLER**

**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 22-18, 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 22-18, 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.

**SECTION 00650  
CHANGE ORDER**

**No. 3**

Date of Issuance: 9/14/2022 Effective Date: \_\_\_\_\_

Owner: City of Mandeville	Owner's Contract No.: 1701A06
Contract: Erosion Control for WWTP Levees	Date of Contract: December 17, 2019
Contractor: Baker Pile Driving & Site Work, LLC	Engineer's Project No.: 2101A09

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

Description: Balance of contract items.

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

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 600,000.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 2:

\$ 1,245,000.00

Contract Price prior to this Change Order:

\$ 1,845,000.00

[~~Increase~~] [Decrease] of this Change Order:

\$ 257,232.63

Contract Price incorporating this Change

\$ 1,587,767.37

Original Contract Times:  Working  Calendar days

Substantial completion (days or date): 3 years

Ready for final payment (days or date): +30 days

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[~~Increase~~] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): 3 years

Ready for final payment (days or date): +30 days

RECOMMENDED:

By: *E. P. Bani*  
Engineer (Authorized Signature)

Date: 9-29-22

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

ACCEPTED:

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

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

ACCEPTED:

By: *[Signature]*  
Contractor (Authorized Signature)

Date: 9-29-22

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



**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL  
MEMBER DANIELSON AND SECONDED FOR ADOPTION BY  
COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 22-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE  
CONTRACT BETWEEN THE CITY OF MANDEVILLE AND CERES  
ENVIRONMENTAL SERVICES, INC. FOR EMERGENCY DEBRIS REMOVAL AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the Emergency Debris Removal Contract with Ceres Environmental Services, Inc. (“Consultant”), through which Consultant provides emergency debris removal services to and throughout the City and has been in effect since August 29, 2021; and

**WHEREAS**, the August 29, 2021 Emergency Debris Removal Contract (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 3 to the Agreement, which is also attached hereto; and

**WHEREAS**, in response to Hurricane Ida, the City and Consultant negotiated a Change Order to address the removal of leaning trees and hazardous hanging branches, and at this time both City and Consultant wish to formally amend the contract to adopt the terms set forth in the Change Order in the event that the three year standby contract is activated in response to a future emergency event;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the August 29, 2021 Emergency Debris Removal Contract with Ceres Environmental Services, Inc., as set forth in Amendment No. 3 to the Agreement to incorporate the services and rates established therein.

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

SUPPLEMENTAL AGREEMENT NO. 3  
TO CONTRACT FOR  
EMERGENCY DEBRIS REMOVAL CONTRACT  
DATED AUGUST 29, 2021

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

CITY OF MANDEVILLE, LOUISIANA (hereafter the "OWNER")  
and  
CERES ENVIRONMENTAL SERVICES, INC.  
(hereafter the "CONSULTANT").

WHEREAS the OWNER and the CONSULTANT entered into an Agreement on August 29, 2021 (Original Contract) whereby, the CONSULTANT is to provide all necessary professional services associated with the original contract for the OWNER, all as more specifically set forth in said Agreement, and

WHEREAS the OWNER now desires to amend the Agreement's treatment of hazardous tree removal in Lines 2A-2E to account for site management, debris reduction, and haul out for Line Items 2A-2E, and CONSULTANT agrees to provide a significant price reduction to cut a hazardous tree and leave the residual tree debris on the public right-of-way for removal under Line Item 1 ("cut and drop method"); and

WHEREAS, the OWNER now desires to amend the Agreement's Line Item 2F description for hazardous hanging limbs to account for site management, debris reduction, and haul out for Line Item 2F and CONSULTANT agrees to provide a significant price reduction to cut a hazardous hanging limb and leave the residual limb debris on the public right of way for removal under Line Item 1 ("cut and drop method"); and

WHEREAS, the OWNER and CONSULTANT both agree that the unit prices for Hazardous Leaners and Hanging Limbs shall be supplemented as follows:

Line Item No.	Description	Unit	Unit Price
2A	Hazardous trees- greater than 6" up to 12.99" in diameter	Each	\$39.67
2B	Hazardous trees- greater than 13" up to 24.99" in diameter	Each	\$115.00
2C	Hazardous trees- greater than 15" up to 36.99" in diameter	Each	\$191.67
2D	Hazardous trees- greater than 37" up to 48" in diameter	Each	\$225.00
2E	Hazardous trees- greater than 48" in diameter	Each	\$255.00
2F	Hazardous hanging limbs- greater than 2" diameter, all eligible hangers in tree	Each	\$86.33

WHEREAS the CONSULTANT is agreeable to revise the contract as requested by the OWNER.

WHEREAS the CONSULTANT and OWNER agree that this amendment should be effective as of the date of \_\_\_\_\_ to encompass all work provided by CONSULTANT to OWNER.

NOW THEREFORE, it is hereby mutually agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided as follows:

Scope of services to remain as otherwise written in original contract

Method of compensation to be as follows:

Payment terms to remain as written in original contract

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental



Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year first above written.

**CITY OF MANDEVILLE, LOUISIANA**

Attest: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

---

**CERES ENVIRONMENTAL SERVICES, INC.**

Attest: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EMERGENCY DEBRIS REMOVAL AND DISPOSAL CONTRACT

BETWEEN

THE CITY OF MANDEVILLE

AND

CERES ENVIRONMENTAL SERVICES, INC.

BE IT KNOWN, that on this the 28<sup>th</sup> day of August 2021, the City of Mandeville (here in after referred to as the "COM") and Ceres Environmental Services, Inc., a foreign 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 to provide post-disaster debris collection, removal and disposal services for COM resulting from, natural or man-made disaster events including, but not limited to, hurricanes, tornadoes and floods. This Contract will be activated at the discretion of the Mayor of COM. The COM may elect to not activate this contract depending on the intensity and magnitude of the event. COM reserves the right to mobilize force account labor to address the debris removal and disposal. More than one event activation is possible during the contract period. In addition to what is set forth in the Request for Proposals, Technical Specifications and all addenda, the Scope of Services is as follows:

- The Contractor will provide all labor, equipment and materials to perform debris removal and disposal service for FEMA eligible debris that poses an imminent danger and threat to the public health, safety and welfare of the residents of COM. All work shall be properly certified, documented and photographed to ensure compliance with FEMA Public Assistance policy allowing COM to be fully reimbursed for the work performed.
- Contractor shall provide disposal site(s) and be responsible for all required permits. There shall be no additional cost to COM. There shall be no debris management sites located within the COM. Contractor shall remove debris from ROW and haul it to disposal site(s) outside of COM.
- Contractor shall attend the COM pre-event planning meeting held in April/May timeframe each year at no cost to COM. For the year 2021, upon the signing of this contract COM and Contractor shall hold a coordination meeting.
- Upon the signing of this contract, Contractor shall appoint a project manager

for COM. The Contractor project manager shall be the primary point of contact for COM. The COM primary point of contact for the Contractor shall be the City's Designated Agent (CDA).

- COM will advise Contractor when it declares a level 1 and 2 event.
- If the disaster event is imminent, Contractor's project manager or other personnel shall join the Mandeville Emergency Response Team (MERT) at the MERT Center.
- Once the immediate threat has passed, COM will issue a Notice to Proceed (NTP) to Contractor at which time Contractor has 12 hours to commence debris removal and disposal operations.
- Contractor will assist COM in estimating debris volumes for an initial damage assessment report.
- At the direction of the CDA, contractor shall execute access road clearing operations immediately upon commencement of operations.
- In addition to road clearing (push) operations, Contractor shall be responsible to remove, segregate and dispose of the following types of debris:
  - Construction and demolition debris
  - Vegetative storm debris
  - Mixed and marsh grass debris
  - Leaners, hangers and stumps
  - White goods
  - Electronic waste
  - Small gasoline motorized equipment
  - Hazardous household waste
  - Hazardous Toxic waste
  - Petroleum products
  - Tires
  - Creosote treated wood
  - Regulated asbestos
  - Vessels and vehicles
  - Private property debris

Contractor has made the representation that it is familiar with the FEMA eligibility requirements for debris clearance and removal. Any debris that is not eligible under FEMA policy shall not be removed under this Contract. All work performed under this contract must be completed within the time frame determined by FEMA, LDEQ or other applicable government agencies for debris removal operations.

- Contractor shall be responsible for removal of all hazardous leaning trees and hanging limbs as identified by COM or CDA, and will also be responsible for ingress and egress.
- Contractor shall segregate debris at the curb, to the maximum extent practicable, according to the category specified in the Cost Proposal Form. Unless otherwise directed by the COM, mixed loads are prohibited. De minimus quantities of mixed debris may be collected upon direction by the City, and authorization by FEMA, GOHSEP and LDEQ.
- Upon activation by the COM of this contract, CDA will provide Contractor on a daily basis with assignments stating those areas and type of debris operations to be conducted. A timeline will be agreed upon by the COM and Contractor for the performance of the work.
- Contractor shall provide CDA with an end of day daily report stating personnel and equipment mobilized and volume of debris removed and a reconciliation with the Debris Monitor contractor's records. CDA shall approve all reports.
- Contractor shall cooperate with COM debris monitoring contractor and shall provide all requested information. Contractor shall not conduct any debris operations without a monitor present.
- Contractor shall remove all dirt, mud and debris from the roadways resulting from its operations. Contractor shall be responsible for damages to public or private property caused during the collection and transport of debris.
- All work performed shall be subject to all requirements stated in LDEQ State of Louisiana Comprehensive Plan for Disaster Clean-up & Debris Management and FEMA's Public Assistance Debris Management Guide, FEMA 325.
- Contractor shall repair all roadways, sidewalks, utilities, fences, driveways, roofs, drainage structures and other features which are damaged by Contractor operations, including same damages to adjacent public and private properties. This will include re-sloping damaged surfaces to original grade and filling of all ruts caused by equipment and trucks. The Contractor shall respond to damage claims with seven (7) days upon receipt and of same by the homeowner or the Debris Monitor and shall settle valid claims within thirty (30) days. The COM shall have final authority over damage assessment and dispute resolution. All repair work will be under the supervision of COM Public Works Department and work will be in accordance with the Department's

standards and specifications.

1.2 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) Insurance Requirements and Certificates
- (c) All documents included in the Request for Proposals and addenda
- (d) All documents submitted as part of the bid package from Contractor
- (e) All applicable provisions of State and Federal law and any Modification, including all Change Orders, duly delivered after execution of Agreement
- (f) 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 years commencing on the date this contract is signed by the Mayor. This contract may be extended for two additional 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 anniversary date of this contract.

## III. PAYMENT TO CONTRACTOR

Contractor shall be paid in accordance with those services and unit prices stated in Attachment A attached hereto and includes all labor, equipment, removal, hauling and disposal of debris. 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.

## 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 that were included with the Bid Documents, which is 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

Tia Laurie, Corporate Secretary

Name and Title of Contractor's Authorized Official

8/27/2021

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

In further consideration of the said payment, CONTRACTOR does agree to hold harmless, defend and indemnify the CITY, its agents, insurers, assigns, successors, affiliates, and subsidiaries who or which might now be or hereafter become liable for any loss or damage of any nature whatsoever sustained, or which may be sustained in the future



## 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 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.

THIS DONE AND SIGNED AT Mandeville, Louisiana on this 28<sup>th</sup> day of August, 2021, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

Bernard A. [Signature]  
[Signature]

CITY OF MANDEVILLE

By: [Signature]  
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 28<sup>th</sup> day of August, 2021, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

LLC:  
[Signature]  
[Signature]

CERES ENVIRONMENTAL SERVICES, INC.

By: [Signature]

Title: ~~Manager/Member~~ Corporate Secretary

Address: 974 Bayou Dularge  
Houma, LA 70363  
Phone No.: 800-218-4424 / 941-358-6363

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY  
COUNCIL MEMBER ZUCKERMAN; SECONDED FOR INTRODUCTION BY  
COUNCIL MEMBER Bush

ORDINANCE NO. 21-38

AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO  
AMEND ORDINANCE NUMBER 20-13, 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 2020-2021,  
Ordinance Number 20-13, is required due to emergency expenditures associated with the federal,  
stated, and local state of emergency declarations associated with the impending arrival of  
Hurricane Ida that will exceed the current authorized appropriated funds budgeted for 2020-2021  
City of Mandeville Operating Budget;

WHEREAS, Sections 2-06, 2-13A and 5-02 of the Mandeville City Charter and La. R.S.  
42:17-42:17.1 allow the City Council to call an emergency meeting to hold a special meeting for  
the adoption of an emergency ordinance arising out of public emergency affecting life, health,  
property or public safety, as a result of an extraordinary emergency such as a natural disaster as  
Hurricane Ida;

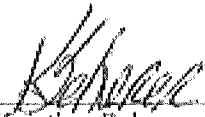
NOW THEREFORE, BE IT ORDAINED by the City Council of the City of  
Mandeville that the Operating Budget ordinance for fiscal year 2020-2021, Ordinance Number  
20-13, is hereby amended to include the budget amendments as set forth on the attached Exhibit  
A, incorporated as a part hereof, and be adopted for the 2020-2021 Fiscal Year Operating  
Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2020-2021 Operating  
Budget adopted shall remain in full force and effect.

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

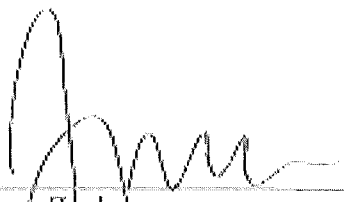
AYES: 5 - *Bush, Zucker, Mitriac, Daniels, Zuckerman*  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

and the Ordinance was declared adopted this 29<sup>th</sup> day of August, 2021.



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Kristine Seherer  
Clerk of Council



---

Jason Zuckerman  
Council Chairman

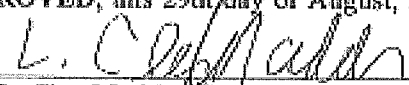
**SUBMITTAL TO MAYOR**

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this 29th day of August, 2021 at 1:45p.m.

  
\_\_\_\_\_  
CLERK OF COUNCIL

**APPROVAL OF ORDINANCE**

The foregoing Ordinance is by me hereby **APPROVED**, this 29th day of August, 2021 at 2:00 o'clock p.m.

  
\_\_\_\_\_  
L. Clay Madden, Mayor

**VETO OF ORDINANCE**

The foregoing Ordinance is by me hereby **VETOED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_m.

\_\_\_\_\_  
L. Clay Madden, Mayor

**RECEIPT FROM MAYOR**

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this 29th day of August, 2021 at 2:05 p.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 29th day of August, 2021, 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 29th day of August, 2021.

  
\_\_\_\_\_  
CLERK OF COUNCIL

BUDGET AMENDMENT #8  
EXHIBIT A

ACCOUNT	ACCOUNT DESCRIPTION	PRIOR BUDGET	REVISED BUDGET
GENERAL FUND 10100-49900	EMERGENCY EXPENSE	89,612	614,612
	DETAILS:		
	DEBRIS REMOVAL		250,000
	DEBRIS MONITORING		250,000
	RCL CONSULTANTS		25,000
			<u>525,000</u>



 **AIA** Document A312™ – 2010

**Performance Bond**

**Bond No. 190048438**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Ceres Environmental Services, Inc.

**SURETY:**  
*(Name, legal status and principal place of business)* Liberty Mutual Insurance Company

6868 Professional Parkway East  
Sarasota, FL 34240

175 Berkeley Street  
Boston, MA 02116

**OWNER:**  
*(Name, legal status and address)*  
City of Mandeville

3101 East Causeway Approach  
Mandeville, LA 70448

**CONSTRUCTION CONTRACT**  
Date: August 28, 2021

Amount: One Million And No/100 (\$1,000,000.00)

Description:  
*(Name and location)* 8/28/2021 NTP Activation, Emergency Debris Removal and Disposal Contract (Hurricane Ida), City of Mandeville, LA

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**


Date: September 02, 2021  
*(Not earlier than Construction Contract Date)*

Amount: One Million And No/100 (\$1,000,000.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Ceres Environmental Services, Inc.

**SURETY**  
Company: *(Corporate Seal)*  
Liberty Mutual Insurance Company

Signature:   
Name: TIA LAURIE  
and Title: Secretary  
*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature:   
Name: Jonathan R. Lofis, Attorney-in-Fact  
and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
CSDZ, LLC  
225 South Sixth Street, Suite 1900  
Minneapolis, MN 55402

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is an Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this tool appears in RED. An original assures that changes will not be abstracted.



# AIA Document A312™ – 2010

## Payment Bond

Bond No. 190048438

**CONTRACTOR:**

*(Name, legal status and address)*  
Ceres Environmental Services, Inc.

6060 Professional Parkway East  
Sarasota, FL 34240

**OWNER:**

*(Name, legal status and address)*  
City of Mandeville

3101 East Causeway Approach  
Mandeville, LA 70448

**CONSTRUCTION CONTRACT**

Date: August 28, 2021

Amount: One Million And No/100 (\$1,000,000.00)

**Description:**

*(Name and location)* 0/28/2021 NTP Activation, Emergency Debris Removal and Disposal Contract (Hurricane Ida), City of Mandeville, LA

**SURETY:**

*(Name, legal status and principal place of business)* Liberty Mutual Insurance Company

175 Berkeley Street  
Boston, MA 02116

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single contained Performance and Payment Bond.

**BOND**

Date: September 02, 2021

*(Not earlier than Construction Contract Date)*

Amount: One Million And No/100 (\$1,000,000.00)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Ceres Environmental Services, Inc.

Signature: *[Signature]*

Name: *John L. Laine*

and Title: *Secretary*  
*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Liberty Mutual Insurance Company

Signature: *[Signature]*

Name: *Joshua R. Lofie, Attorney-in-Fact*

and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

CSOZ, LLC  
225 South Sixth Street, Suite 1800  
Minneapolis, MN 55402

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs, if the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond use as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

SURETY

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: Fla Course Secretary

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

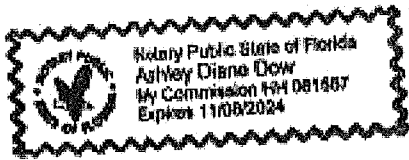
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assumes that changes will not be obscured.



CORPORATE ACKNOWLEDGMENT

State of Florida )  
County of Sarasota ) ss

On this 7th day of September 2021, before me appeared Tia Laurie to me personally known, who, being by me duly sworn, did say that he/she is the Secretary of Ceres Environmental Services, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Secretary acknowledged said instrument to be the free act and deed of said corporation.

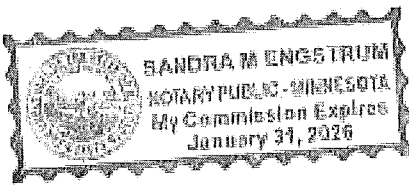


Ashley Diane Dow  
Notary Public Sarasota County, Florida  
My commission expires 11-08-2024

SURETY ACKNOWLEDGMENT

State of Minnesota )  
County of Hennepin ) ss

On this 2nd day of September 2021, before me appeared Joshua R. Loffis to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-In-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loffis acknowledged said instrument to be the free act and deed of said corporation.



Sandra M Engstrom  
Notary Public Hennepin County, Minnesota  
My commission expires 1/31/2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 6205072-190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; Colby D. White; Emily White; Jerome T. Orlin; Joshua R. Loftis; Kurt C. Lundblad; Lia Ulven; Melissa C. Bludgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrom; Ted Jurgensen; Tina L. Dunask

all of the city of Montgomery state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 22nd day of March, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: [Signature]  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 22nd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal of King of Prussia, Pennsylvania, on the day and year first above written.



Commissioner of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 20, 2025  
Commission number 1128544  
Member: Pennsylvania Association of Notaries

By: [Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lowelty, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of September, 2021.



By: [Signature]  
Renee C. Lowelty, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Date: September 14, 2021  
Subject: Change Order Request for the Emergency Debris Removal and Disposal Contract

#### Change Order Request Justification

The City of Mandeville ("City") maintains a contract with Ceres Environmental Services, Inc. ("Ceres") for Emergency Debris Removal and Disposal ("Contract"). The City's Contract with Ceres includes scopes of work for the loading, hauling and final disposal of various types of disaster debris, and the removal of hazardous trees and hanging limbs. The City has directed Ceres to provide services to remove hazardous trees and hanging limbs generated by the Hurricane Ida.

#### *Emergency Action Needed*

The City has hundreds of hazardous trees and hanging limbs along public rights-of-way that poses significant risk to life, public health, safety, and improved property following the devastating impacts of Hurricane Ida. Now, as Tropical Depression Nicholas stalls in the region, the addition of more water on an already saturated ground is toppling already hazardous trees. This Change Order is considered an emergency action to reconcile Scope of Work language, and eliminate those threats to life, public health, safety, and improved property.

#### *Hazardous Trees*

The City's Contract with Ceres includes hazardous trees and hanging limbs. The Line Items 2A-2E description for hazardous trees removal states:

*Payment will be made per tree in accordance with the payment schedule listed in the Unit Item Price Schedule. Tree diameters will be recorded in whole inches. The City or its CDA will identify and mark hazardous trees on the work orders to be removed by the Contractor according to the latest FEMA practices. Each tree will also be photographed prior to work being performed. This unit item shall compensate the Contractor for the cost to cut hazardous trees only. Payment will not be made unless the latest FEMA practices have been met. Unit item price shall include any and all special equipment and personnel required to cut the tree. Loading, hauling and all other associated costs for hazardous leaning trees shall be included in the Unit Item price. NOTE: This unit item price does not include downed trees or trees not having the criteria stated. Downed trees and snapped-off trees less than 15 feet tall are considered vegetative storm debris.*

The Line Items 2A-2E description for hazardous tree removal does include the cut of the hazardous tree, "loading, hauling and other associated costs" of the residual tree debris. However, site management, debris reduction, and haul out is not included in the line item description. Line Item 1 Cubic Yard Debris, including C&D, Vegetative Storm Debris, Mixed & Marsh Grass/Sediment is a cradle-to-grave price for to remove various types of debris. With no viable line item to account for the site management, debris reduction, and haul out for Line Items 2A-2E, Ceres seeks to offer a significant price reduction to cut a hazardous tree and leave the residual tree debris on the public right-of-way for removal under Line Item 1 ("cut and drop method").

To support this Change Order Request and help establish cost reasonableness, Ceres has provided 2 pre-event contracts and 1 post-event contract with hazard tree removal rates using the cut and drop method.



The price schedules for Livingston Parish, East Feliciana Parish and St. Helena Parish are attached as Exhibits (A-C) to this Change Order Request.

*Hazardous Hanging Limbs*

The City's Contract with Ceres includes hazardous hanging limbs. The Line Item 2F description for hazardous hanging limbs states:

*Contractor is responsible to cut and remove any eligible hanging/damaged limbs (hangers) as identified by the City or the CDA on the work orders. The City of Mandeville or its designated representative will identify tree hangers on the work orders to be removed by the Contractor according to the latest FEMA practices. Each hanger will also be photographed prior to work being performed. Payment for hangers will be made per tree regardless of the number of hangers removed. Hazardous hangers must be at least two inches (2") in diameter measured at the point of the break. Unit item price shall include any and all special equipment and personnel required to remove the hanging limbs. Loading, hauling and all other associated costs for tree hangers shall be included.*

The Line Item 2F description for hazardous hanging does include cut of the hazardous hanging limb, "loading, hauling and other associated costs" of the residual limb debris. However, site management, debris reduction, and haul out is not included in the line item description. Line Item 1 Cubic Yard Debris, including C&D, Vegetative Storm Debris, Mixed & Marsh Grass/Sediment is a cradle-to-grave price for to remove various types of debris. With no viable line item to account for the site management, debris reduction, and haul out for Line Item 2F, Ceres seeks to offer a price reduction to cut a hazardous hanging limb and leave the residual limb debris on the public right-of-way for removal under Line Item 1 ("cut and drop method").

To support this Change Order Request and help establish cost reasonableness, Ceres has provided 2 pre-event contracts and 1 post-event contract with hazard tree removal rates using the cut and drop method. The price schedules for Livingston Parish, East Feliciana Parish and St. Helena Parish are attached as Exhibits (A-C) to this Change Order Request.

**Change Order Request Rate Sheet**

Below is the Change Order Rate Sheet agreed to by the City and Ceres.

<b>Change Order Rate Sheet – Hazardous Leaners and Hanging Limbs</b>			
<b>Line Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
2A	Hazardous trees – greater than 6" up to 12.99" in diameter	Each	\$39.67
2B	Hazardous trees – greater than 13" up to 24.99" in diameter	Each	\$115.00
2C	Hazardous trees – greater than 25" up to 36.99" in diameter	Each	\$191.67
2D	Hazardous trees – greater than 37" up to 48" in diameter	Each	\$225.00
2E	Hazardous trees – greater than 48" in diameter	Each	\$255.00
2F	Hazardous hanging limbs – greater than 2" in diameter, all eligible hangers in the tree	Each	\$86.33



Notes

1. All Work performed under this Change Order is subject to the terms and conditions of the original Contract.

Agreed to:

City of Mandeville, LA

Ceres Environmental Services, Inc.

Signature: L. Clay Madder

Signature: Tia Laurie

Digitally signed by Tia Laurie  
DN: cn=Tia Laurie, o=Ceres  
Environmental, ou  
Ceres Environmental Services, Inc., c=US  
Date: 2021.09.15 12:29:23 -0400

Name: L. Clay Madder

Name: Tia Laurie

Title: MAYOR

Title: Corporate Secretary

FLORIDA | MINNESOTA | TEXAS

6968 Professional Parkway East | Sarasota, FL 34240 | OFFICE 800-218-4424 | FAX 866-228-5636

[ceresenvironmental.com](http://ceresenvironmental.com)

## ATTACHMENT I

### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (DMS) or other disposal sites (NOTE 1 & 6)	\$ 8.19	CY
2	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS or other disposal sites (NOTE 1 & 6)	\$ 8.29	CY
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$14.98	CY
4	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (DMS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)	\$10.98	CY
5	Management of DMS (NOTE 4)	\$ 1.79	CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS or Final Disposal	\$ 2.29	CY
7	Grinding or consolidation of C&D debris at TSDSRS	\$ 0.97	CY
8	Processing (Open Burning) of Vegetative Debris at DMS or Final Disposal	\$ 0.42	CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS or final disposal	\$ 1.29	CY
10	Pick Up and Haul of White Goods to Site within Parish	\$39.95	UNIT
11	Pick Up and Disposal of Hazardous Material	\$ 7.88	LB
12	Freon Management and Recycling	\$28.00	UNIT
13	Dead Animal Collection, Transportation and Disposal	\$ 0.98	LB
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)</b>			
14	24-inch diameter to 47.99-inch diameter	\$198.00	STUMP
15	48-inch diameter and greater	\$298.00	STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9</b>			
16	Removal of hazardous hanging limbs greater than 2 inches	\$ 74.00	PER TREE
17	Removal of hazardous standing trees 6" – 12.99" in diameter	\$ 49.00	EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter	\$115.00	EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter	\$225.00	EACH
20	Removal of hazardous standing trees 37" – 48" in diameter	\$400.00	EACH
21	Removal of hazardous standing trees greater than 48" in diameter	\$500.00	EACH
<b>Marine Debris Removal</b>			
22	Canals, bayous and ditches/or	\$ 19.98	PER LF
23	Canals, bayous and ditches	\$ 58.87	CY
24	Bays and other open waters/or	\$6,969.00	PER ACRE
25	Bays and Other open waters	\$ 89.18	CY
26	Boat removal	\$ 59.00	PER LF

The following items shall be billed on a time and material basis according to the attached schedules:			
27	Emergency Road Clearance	See Equipment & Labor Rates	
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$ 3.72 Non-RACM \$ 5.37 RACM	SQ/FT
29	Disaster event Generated Hazardous Wastes Abatement; Bio-hazardous Wastes Abatement	N/A	N/A
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each	See attached	RATE

NOTES:

1. This price assumes that DMS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.16 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS. For all distances over 30 miles add \$0.15 per cubic yard per mile.
3. The Parish will not be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
9. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
10. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II**

**EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$117.00
JD 644 Wheel Loader with debris grapple	Hour	\$127.18
Extendaboom Forklift with debris grapple	Hour	\$117.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 66.13
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 61.04
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 66.13
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 50.87
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$127.18
JD 648E Log Skidder or equivalent	Hour	\$ 86.48
CAT D4 Dozer	Hour	\$ 76.31
CAT D6 Dozer	Hour	\$136.33
CAT D8 Dozer	Hour	\$174.99
CAT 125 – 140 HP Motor Grader	Hour	\$101.74
JD 690 Trackhoe with debris grapple	Hour	\$117.00
JD 690 Trackhoe with bucket & thumb	Hour	\$106.83
Rubber Tired Trackhoe with debris grapple	Hour	\$127.18
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 86.48
Rubber Tired Excavator with debris grapple	Hour	\$178.05
210 Prentiss Knuckleboom with debris grapple	Hour	\$152.61
Self-Loader Scraper Cat 623 or equivalent	Hour	\$127.18
Hand Fed Debris Chipper	Hour	\$ 66.13
300 – 400 Tub Grinder	Hour	\$457.83
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$508.70
30 Ton Crane	Hour	\$152.61
50 Tone Crane	Hour	\$193.31
100 Ton Crane (8-hour minimum)	Hour	\$254.35
40-60' Bucket Truck	Hour	\$137.35
Service Truck	Hour	\$ 86.48
Water Truck	Hour	\$ 76.31
Portable Light Plant	Hour	\$ 15.26
Equipment Transports	Hour	\$111.91
Pickup Truck, Unmanned	Hour	\$ 14.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$178.05
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 66.13
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 66.13
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 76.31
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$ 96.65
Power Screen	Hour	\$137.35
Stacking Conveyor	Hour	\$ 35.61
Off Road Trucks	Hour	\$147.52



## LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 61.04
Superintendent with truck, phone & radio	Hour	\$ 66.13
Foreman with truck, phone & radio	Hour	\$ 61.04
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 55.96
Inspector with vehicle, phone & radio	Hour	\$ 55.96
Climber with gear	Hour	\$ 96.65
Saw Hand with chainsaw	Hour	\$ 32.56
Laborers & Flagmen	Hour	\$ 29.50
Public Assistance Manager	Hour	\$ 61.04
Documentation Clerk	Hour	\$ 45.78
Timekeeper	Hour	\$ 45.78
HazMat Professional	Hour	\$ 55.96
Household HazMat Inspection & Removal Crew	Hour	\$147.52
Generators from 10 KW to 300 KW	See Attached	
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	\$ 21.37

Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the Parish which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
2. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers or each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the Parish if the need arises for equipment not listed.

**Generators and Other Equipment (Line 30)**

	<b>Hourly</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
5kw Portable/Mobile Generator	\$29.99	\$299.86	\$1,445.65	\$4,565.28
10kw Portable/Mobile Generator	\$37.55	\$375.51	\$1,679.49	\$4,799.12
20kw Portable/Mobile Generator	\$41.98	\$419.80	\$1,776.32	\$5,103.93
40kw Portable/Mobile Generator	\$73.31	\$733.14	\$3,612.06	\$11,931.09
60kw Portable/Mobile Generator	\$86.74	\$867.39	\$4,317.97	\$14,300.80
80kw Portable/Mobile Generator	\$112.05	\$1,120.48	\$5,924.55	\$20,066.89
100kw Portable/Mobile Generator	\$124.65	\$1,246.48	\$6,276.96	\$21,043.22
120kw Portable/Mobile Generator	\$153.40	\$1,533.96	\$7,890.42	\$26,816.20
150 kw Portable/Mobile Generator	\$172.60	\$1,725.98	\$9,179.54	\$31,848.88
175 kw Portable/Mobile Generator	\$192.49	\$1,924.87	\$10,523.68	\$36,936.58
200 kw Generator	\$212.08	\$2,120.75	\$11,722.84	\$41,671.32
240 kw Generator	\$264.92	\$2,649.21	\$14,693.09	\$52,128.70
320 kw Generator	\$331.22	\$3,312.20	\$18,962.64	\$68,876.79
500 kw Generator	\$515.87	\$5,158.68	\$28,806.82	\$103,054.11
640 kw Generator	\$667.39	\$6,673.93	\$37,185.27	\$132,854.04
750 kw Generator	\$779.19	\$7,791.93	\$43,278.18	\$154,337.15
1000 kw Generator	\$1,031.52	\$10,315.15	\$57,474.44	\$205,345.09
1500 kw Generator	\$1,466.01	\$14,660.08	\$84,113.20	\$305,607.21
2000 kw Generator	\$1,817.97	\$18,179.71	\$110,751.96	\$405,869.34
2250 kw Generator	\$2,103.31	\$21,033.05	\$123,710.27	\$455,639.33
Portable Light Plant	\$31.66	\$316.64	\$1,590.63	\$4,918.24
Pump, 4" *	\$66.01	\$528.07	\$2,640.35	\$7,921.05
Pump, 6" *	\$72.76	\$582.07	\$2,910.35	\$8,731.05
Pump, 8" *	\$92.18	\$737.48	\$3,687.40	\$11,062.20
Pump, 10" *	\$97.25	\$777.98	\$3,889.90	\$11,669.70
Pump, 12" *	\$109.06	\$872.48	\$4,362.40	\$13,087.20
Portable Toilet	\$2.50	\$25.00	\$125.00	\$375.00

\* minimum 25' intake and 200' discharge

P. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:

1. Recovery process documentation- create recovery process documentation plan
2. Maintain documentation of recovery process
3. Provide written and oral status as requested by the Parish
4. Review documentation for accuracy and quantity
5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

### ATTACHMENT I

#### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (DMS) or other disposal sites (NOTE 1 & 6)	\$8.29	CY
2	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS or other disposal sites (NOTE 1 & 6)	\$8.98	CY
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$8.48	CY
4	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (DMS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$4.88	CY
5	Management of DMS (NOTE 4)	\$1.79	CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS or Final Disposal	\$2.29	CY
7	Grinding or consolidation of C&D debris at TSDSRS	\$0.97	CY
8	Processing (Open Burning) of Vegetative Debris at DMS or Final Disposal	\$0.42	CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS or final disposal	\$1.39	CY
10	Pick Up and Haul of White Goods to Site within Parish	\$34.95	UNIT
11	Pick Up and Disposal of Hazardous Material	\$4.98	LB
12	Freon Management and Recycling	\$27.00	UNIT
13	Dead Animal Collection, Transportation and Disposal	\$0.74	LB
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)</b>			
14	24-inch diameter to 47.99-inch diameter	\$194.00	STUMP
15	48-inch diameter and greater	\$294.00	STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9</b>			
16	Removal of hazardous hanging limbs greater than 2 inches	\$98.00	PER TREE

17	Removal of hazardous standing trees 6" – 12.99" in diameter	\$35.00	EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter	\$115.00	EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter	\$175.00	EACH
20	Removal of hazardous standing trees 37" – 48" in diameter	\$225.00	EACH
21	Removal of hazardous standing trees greater than 48" in diameter	\$255.00	EACH
<b>Marine Debris Removal</b>			
22	Canals, bayous, creeks, rivers and ditches/or	\$28.92	PER LF
23	Canals, bayous, creeks, rivers and ditches	\$79.45	CY
24	Bays and other open waters/or	\$1,790.00	PER ACRE
25	Bays and Other open waters	\$94.45	CY
26	<i>Boat removal</i>	\$45.00	<i>PER LF</i>

The following items shall be billed on a time and material basis according to the attached schedules:			
27	Emergency Road Clearance	See Equipment & Labor Rates	
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.72 non-RACM \$5.37 RACM	SQ/FT
29	Disaster event Generated Hazardous Wastes Abatement; Bio-hazardous Wastes Abatement	N/A	N/A
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each	See attached below	RATE

NOTES:

1. This price assumes that DMS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.15 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS. For all distances over 30 miles add \$0.15 per cubic yard per mile.
3. The Parish will not be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
9. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
10. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II**

**EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$117.00
JD 644 Wheel Loader with debris grapple	Hour	\$127.18
Extendaboom Forklift with debris grapple	Hour	\$117.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$66.13
753 Bobcat Skid Steer Loader with bucket	Hour	\$61.04
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$66.13
30-50 HP Farm Tractor with box blade or rake	Hour	\$50.87
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$127.18
JD 648E Log Skidder or equivalent	Hour	\$86.48
CAT D4 Dozer	Hour	\$76.31
CAT D6 Dozer	Hour	\$136.33
CAT D8 Dozer	Hour	\$174.99
CAT 125 – 140 HP Motor Grader	Hour	\$101.74
JD 690 Trackhoe with debris grapple	Hour	\$117.00
JD 690 Trackhoe with bucket & thumb	Hour	\$106.83
Rubber Tired Trackhoe with debris grapple	Hour	\$127.18
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$86.48
Rubber Tired Excavator with debris grapple	Hour	\$178.05
210 Prentiss Knuckleboom with debris grapple	Hour	\$152.61
Self-Loader Scraper Cat 623 or equivalent	Hour	\$127.18
Hand Fed Debris Chipper	Hour	\$66.13
300 – 400 Tub Grinder	Hour	\$457.83
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$508.70
30 Ton Crane	Hour	\$152.61
50 Tone Crane	Hour	\$193.31
100 Ton Crane (8-hour minimum)	Hour	\$254.35
40-60' Bucket Truck	Hour	\$137.35
Service Truck	Hour	\$86.48
Water Truck	Hour	\$76.31
Portable Light Plant	Hour	\$15.26
Equipment Transports	Hour	\$111.91
Pickup Truck, Unmanned	Hour	\$14.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$178.05
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$66.13
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$66.13
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$76.31
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$96.65
Power Screen	Hour	\$137.35
Stacking Conveyor	Hour	\$35.61
Off Road Trucks	Hour	\$147.52

## LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$61.04
Superintendent with truck, phone & radio	Hour	\$66.13
Foreman with truck, phone & radio	Hour	\$61.04
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$55.96
Inspector with vehicle, phone & radio	Hour	\$55.96
Climber with gear	Hour	\$96.65
Saw Hand with chainsaw	Hour	\$32.56
Laborers & Flagmen	Hour	\$29.50
Public Assistance Manager	Hour	\$61.04
Documentation Clerk	Hour	\$45.78
Timekeeper	Hour	\$45.78
HazMat Professional	Hour	\$55.96
Household HazMat Inspection & Removal Crew	Hour	\$147.52
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	\$21.37

### Notes:

3. The equipment, labor and material rates shown above are for tasks requested by the Parish which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
4. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
5. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the Parish if the need arises for equipment not listed.

		Hourly	Daily	Weekly
5kw Portable/Mobile Generator	\$29.99	\$299.86	\$1,445.65	\$4,565.28
10kw Portable/Mobile Generator	\$37.55	\$375.51	\$1,679.49	\$4,799.12
20kw Portable/Mobile Generator	\$41.98	\$419.80	\$1,776.32	\$5,103.93
40kw Portable/Mobile Generator	\$73.31	\$733.14	\$3,612.06	\$11,931.09
60kw Portable/Mobile Generator	\$86.74	\$867.39	\$4,317.97	\$14,300.80
80kw Portable/Mobile Generator	\$112.05	\$1,120.48	\$5,924.55	\$20,066.89
100kw Portable/Mobile Generator	\$124.65	\$1,246.48	\$6,276.96	\$21,043.22
120kw Portable/Mobile Generator	\$153.40	\$1,533.96	\$7,890.42	\$26,816.20
150 kw Portable/Mobile Generator	\$172.60	\$1,725.98	\$9,179.54	\$31,848.88
175 kw Portable/Mobile Generator	\$192.49	\$1,924.87	\$10,523.68	\$36,936.58
200 kw Generator	\$212.08	\$2,120.75	\$11,722.84	\$41,671.32
240 kw Generator	\$264.92	\$2,649.21	\$14,693.09	\$52,128.70
320 kw Generator	\$331.22	\$3,312.20	\$18,962.64	\$68,876.79
500 kw Generator	\$515.87	\$5,158.68	\$28,806.82	\$103,054.11
640 kw Generator	\$667.39	\$6,673.93	\$37,185.27	\$132,854.04
750 kw Generator	\$779.19	\$7,791.93	\$43,278.18	\$154,337.15
1000 kw Generator		\$10,315.15	\$57,474.44	\$205,345.09
1500 kw Generator		\$14,660.08	\$84,113.20	\$305,607.21
2000 kw Generator		\$18,179.71	\$110,751.96	\$405,869.34
2250 kw Generator		\$21,033.05	\$123,710.27	\$455,639.33
Portable Light Plant	\$31.66	\$316.64	\$1,590.63	\$4,918.24
Pump, 4" *	\$66.01	\$528.07	\$2,640.35	\$7,921.05
Pump, 6" *	\$72.76	\$582.07	\$2,910.35	\$8,731.05
Pump, 8" *	\$92.18	\$737.48	\$3,687.40	\$11,062.20
Pump, 10" *	\$97.25	\$777.98	\$3,889.90	\$11,669.70
Pump, 12" *	\$109.06	\$872.48	\$4,362.40	\$13,087.20
Portable Toilet	\$2.50	\$25.00	\$125.00	\$375.00



These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

## ATTACHMENT I

### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (DMS) or other disposal sites (NOTE 1 & 6)	\$7.43	CY
2	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS or other disposal sites (NOTE 1 & 6)	\$8.38	CY
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$15.24	CY
4	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (DMS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$6.98	CY
5	Management of DMS (NOTE 4)	\$1.64	CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS or Final Disposal	\$2.48	CY
7	Grinding or consolidation of C&D debris at TSDSRS	\$1.96	CY
8	Processing (Open Burning) of Vegetative Debris at DMS or Final Disposal	\$0.42	CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS or final disposal	\$1.98	CY
10	Pick Up and Haul of White Goods to Site within Parish	\$34.95	UNIT
11	Pick Up and Disposal of Hazardous Material	\$4.98	LB
12	Freon Management and Recycling	\$27.00	UNIT
13	Dead Animal Collection, Transportation and Disposal	\$0.74	LB
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)</b>			
14	24-inch diameter to 47.99-inch diameter	\$194.00	STUMP
15	48-inch diameter and greater	\$294.00	STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9</b>			
16	Removal of hazardous hanging limbs greater than 2 inches	\$86.98	PER TREE
17	Removal of hazardous standing trees 6" – 12.99" in diameter	\$35.00	EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter	\$115.00	EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter	\$175.00	EACH
20	Removal of hazardous standing trees 37" – 48" in diameter	\$225.00	EACH
21	Removal of hazardous standing trees greater than 48" in diameter	\$255.00	EACH
<b>Marine Debris Removal</b>			

22	Canals, bayous and ditches/or	\$28.92	PER LF
23	Canals, bayous and ditches	\$79.45	CY
24	Bays and other open waters/or	\$1,790.00	PER ACRE
25	Bays and Other open waters	\$94.45	CY
26	<i>Boat removal</i>	\$45.00	<i>PER LF</i>

The following items shall be billed on a time and material basis according to the attached schedules:			
27	Emergency Road Clearance	See Equipment & Labor Rates	
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.72 NON-RACM \$5.37 RACM	SQ/FT
29	Disaster event Generated Hazardous Wastes Abatement; Bio-hazardous Wastes Abatement	N/A	N/A
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each	See attached.	RATE

NOTES:

1. This price assumes that DMS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.19 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS. For all distances over 30 miles add \$0.19 per cubic yard per mile.
3. The Parish will not be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
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8. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
9. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
10. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

## ATTACHMENT II

### EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$117.00
JD 644 Wheel Loader with debris grapple	Hour	\$127.18
Extendaboom Forklift with debris grapple	Hour	\$117.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$95.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$95.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$95.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$50.87
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$127.18
JD 648E Log Skidder or equivalent	Hour	\$86.48
CAT D4 Dozer	Hour	\$76.31
CAT D6 Dozer	Hour	\$136.33
CAT D8 Dozer	Hour	\$174.99
CAT 125 – 140 HP Motor Grader	Hour	\$101.74
JD 690 Trackhoe with debris grapple	Hour	\$117.00
JD 690 Trackhoe with bucket & thumb	Hour	\$106.83
Rubber Tired Trackhoe with debris grapple	Hour	\$127.18
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$108.24
Rubber Tired Excavator with debris grapple	Hour	\$178.05
210 Prentiss Knuckleboom with debris grapple	Hour	\$152.61
Self-Loader Scraper Cat 623 or equivalent	Hour	\$127.18
Hand Fed Debris Chipper	Hour	\$66.13
300 – 400 Tub Grinder	Hour	\$457.83
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$508.70
30 Ton Crane	Hour	\$152.61
50 Tone Crane	Hour	\$193.31
100 Ton Crane (8-hour minimum)	Hour	\$254.35
40-60' Bucket Truck	Hour	\$137.35
Service Truck	Hour	\$86.48
Water Truck	Hour	\$76.31
Portable Light Plant	Hour	\$15.26
Equipment Transports	Hour	\$111.91
Pickup Truck, Unmanned	Hour	\$14.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$178.05
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$66.13
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$66.13
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$76.31
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$96.65
Power Screen	Hour	\$137.35
Stacking Conveyor	Hour	\$35.61
Off Road Trucks	Hour	\$147.52

**LABOR AND MATERIAL RATES**

<b>Personnel Description</b>	<b>Unit</b>	<b>Unit Price</b>
Operations Manager	Hour	\$61.04
Superintendent with truck, phone & radio	Hour	\$66.13
Foreman with truck, phone & radio	Hour	\$61.04
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$55.96
Inspector with vehicle, phone & radio	Hour	\$55.96
Climber with gear	Hour	\$96.65
Saw Hand with chainsaw	Hour	\$32.56
Laborers & Flagmen	Hour	\$29.50
Public Assistance Manager	Hour	\$61.04
Documentation Clerk	Hour	\$45.78
Timekeeper	Hour	\$45.78
HazMat Professional	Hour	\$55.96
Household HazMat Inspection & Removal Crew	Hour	\$147.52
Generators from 10 KW to 300 KW		
<b>Materials Description</b>	<b>Unit</b>	<b>Unit Price</b>
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	\$21.37

Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the Parish which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
2. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the Parish if the need arises for equipment not listed.

## Generators and Other Equipment

Generators and Other Equipment (Line 30)	Hourly	Daily	Weekly	Monthly
5kw Portable/Mobile Generator	\$29.99	\$299.86	\$1,445.65	\$4,565.28
10kw Portable/Mobile Generator	\$37.55	\$375.51	\$1,679.49	\$4,799.12
20kw Portable/Mobile Generator	\$ 41.98	\$419.80	\$1,776.32	\$5,103.93
40kw Portable/Mobile Generator	\$73.31	\$733.14	\$3,612.06	\$11,931.09
60kw Portable/Mobile Generator	\$86.74	\$867.39	\$4,317.97	\$14,300.80
80kw Portable/Mobile Generator	\$112.05	\$1,120.48	\$5,924.55	\$20,066.89
100kw Portable/Mobile Generator	\$124.65	\$1,246.48	\$6,276.96	\$21,043.22
120kw Portable/Mobile Generator	\$153.40	\$1,533.96	\$7,890.42	\$26,816.20
150 kw Portable/Mobile Generator	\$172.60	\$1,725.98	\$9,179.54	\$31,848.88
175 kw Portable/Mobile Generator	\$192.49	\$1,924.87	\$10,523.68	\$36,936.58
200 kw Generator	\$212.08	\$2,120.75	\$11,722.84	\$41,671.32
240 kw Generator	\$264.92	\$2,649.21	\$14,693.09	\$52,128.70
320 kw Generator	\$331.22	\$3,312.20	\$18,962.64	\$68,876.79
500 kw Generator	\$515.87	\$5,158.68	\$28,806.82	\$103,054.11
640 kw Generator	\$667.39	\$6,673.93	\$37,185.27	\$132,854.04
750 kw Generator	\$779.19	\$7,791.93	\$43,278.18	\$154,337.15
1000 kw Generator	\$1,031.52	\$10,315.15	\$57,474.44	\$205,345.09
1500 kw Generator	\$1,466.00	\$14,660.08	\$84,113.20	\$305,607.21
2000 kw Generator	\$1,817.97	\$18,179.71	\$110,751.96	\$405,869.34
2250 kw Generator	\$2,103.31	\$21,033.05	\$123,710.27	\$455,639.33
Portable Light Plant	\$31.66	\$316.64	\$1,590.63	\$4,918.24
Pump, 4" *	\$66.01	\$528.07	\$2,640.35	\$7,921.05
Pump, 6" *	\$72.76	\$582.07	\$2,910.35	\$8,731.05
Pump, 8" *	\$92.18	\$737.48	\$3,687.40	\$11,062.20
Pump, 10" *	\$97.25	\$777.98	\$3,889.90	\$11,669.70
Pump, 12" *	\$109.06	\$872.48	\$4,362.40	\$13,087.20
Portable Toilet	\$4.50	\$75.00	\$525.00	\$2,100.00

Note:

\* minimum 25' intake and 200' discharge

**PROPOSAL FORM**

Date: September 1, 2021

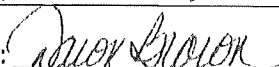
To: *St. Helena Parish Police Jury, Towana Jackson, Purchase Agent*  
Attention: *Roderick Matthews, OEP Director*  
*P.O. Box 339 Greensburg, LA 70441*

Re: Request for Proposal  
STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR  
DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND  
WATERWAY DEBRIS REMOVAL

1. The undersigned, having carefully and to our full satisfaction examined the RFP documents for STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND WATERWAY DEBRIS REMOVAL
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has arrived at independently, without collusion, consultation, communication or agreement as to any matter to this Proposal with any other Proposer.

Submitted by: Dawn Brown

Title: Assistant Corporate Secretary

Authorized Signature: 

Company Name (print): Ceres Environmental Services, Inc.

Phone (print): (800) 218-4424

Company Address (print): 974 Bayou Dularge

City, State, Zip Code (print): Houma, LA 70363

Federal Tax I.D. Number: 41-1816075

Phone/Fax Number: (800) 218-4424 / (866) 228-5636

Description	Unit	Livingston	East Feliciana	St. Helena	Average	CO Rates
Removal of hazardous hanging limbs greater than 2 inches	Per Tree	\$ 74.00	\$ 98.00	\$ 86.98	\$ 86.33	\$ 86.33
Removal of hazardous standing trees 6"-12.99" in diameter	Each	\$ 49.00	\$ 35.00	\$ 35.00	\$ 39.67	\$ 39.67
Removal of hazardous standing trees 13"-24.99" in diameter	Each	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
Removal of hazardous standing trees 25"-36.99" in diameter	Each	\$ 225.00	\$ 175.00	\$ 175.00	\$ 191.67	\$ 191.67
Removal of hazardous standing trees 27"-48" in diameter	Each	\$ 400.00	\$ 225.00	\$ 225.00	\$ 283.33	\$ 225.00
Removal of hazardous standing trees greater than 48" in diameter	Each	\$ 500.00	\$ 255.00	\$ 255.00	\$ 386.67	\$ 255.00



**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER DANIELSON AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO 22-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
IN SUPPORT OF THE CITY APPLICATION FOR LOCAL GOVERNMENT ASSISTANCE  
PROGRAM (LGAP) GRANT FUNDING AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the purpose of the Local Government Assistance Program (LGAP) is to provide financial assistance to local units of government in rural areas; and

**WHEREAS**, the City of Mandeville qualifies as an eligible participant in the 22/23 LGAP program; and

**WHEREAS**, the administration has identified a project which qualifies as an eligible activity under the LGAP grant requirements; and

**WHEREAS**, the grant application will request funding for the Radar Activated Driver Speed Feedback Signs necessary for the improvement of traffic calming and safety measures Citywide; and

**WHEREAS**, the Radar Activated Drive Speed Feedback Signs will assist the Mandeville Police Department and Department of Public Works as a traffic calming measure on select corridors where drivers are consistently speeding. These Feedback Signs also collect real time data for vehicles traveled per day and speed (mph) providing useful information for future engineering and traffic calming decision making. While the Signs can be permanently placed, they can be placed at a location and in the future relocated to a different location to receive feedback on multiple corridors. The signs will be constructed and placed by the City's Striping/Signage Maintenance Contractor.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville declares its support for the 22/23 LGAP grant application.

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

AYES:

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

and the Resolution was declared adopted this \_\_\_\_<sup>th</sup> day of October, 2022.

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

\_\_\_\_\_  
Rick Danielson  
Council Chairman

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

***RESOLUTION NO. 22-44***

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
ADOPTING THE LOUISIANA COMPLIANCE QUESTIONNAIRE***

**WHEREAS**, the questionnaire is a required part of the financial and compliance audit of Louisiana governmental units; and

**WHEREAS**, the legal matters contained in the questionnaire parallel those matters contained in the Laws Affecting Louisiana Government; and

**WHEREAS**, upon completion, the questionnaire must be presented and adopted by the governing body.

**WHEREAS**, the completed questionnaire and copy of the adoption instrument must be given to the auditor at the beginning of the audit.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Louisiana Compliance Questionnaire, that is attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Clerk of the City Council, Kristine Scherer, is authorized and directed to execute the Louisiana Compliance Questionnaire attached hereto.

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

AYES: 0  
NAYS: 0  
ABSENT: 0  
ABSTENTIONS:0

And the resolution was declared adopted this \_\_th day of October, 2022.

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

\_\_\_\_\_  
Rick Danielson  
Council Chairman

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government agencies. The completed and signed questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed and signed questionnaire and a copy of the adoption instrument, if appropriate, **must be given to the auditor at the beginning of the audit.** The auditor will, during the course of his/her regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to the Legislative Auditor's office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his/her audit. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Daryl G. Purpera, CPA, CFE  
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Government Agencies)**

12/16/21 (Date Transmitted)

Postthwaite & Netterville (CPA Firm Name)  
1 Galleria Blvd, Suite 2100 (CPA Firm Address)  
Metairie, LA 70001 (City, State Zip)

In connection with your audit of our financial statements as of 08/31/21 and for 09/01/20 – 08/31/21 (period of audit) for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of 08/31/21 (date completed/date of the representations).

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

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

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

12,315

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

**MAYOR AND COUNCIL 2020-2024**

Clay Madden, Mayor  
224 Live Oak (70448)  
cell: 985-630-8578  
[cmadden@cityofmandeville.com](mailto:cmadden@cityofmandeville.com)  
08/25/20 – 06/30/24

Rick Danielson, Council at Large  
~~209 Lamarque Street (70448)~~ 125 Beau Rivage Dr. (70471)  
cell: 985-264-7285  
[rdanielson@cityofmandeville.com](mailto:rdanielson@cityofmandeville.com)  
07/22/20 – 06/30/24

Jason Zuckerman, Council at Large  
1354 Villere Street (70448)  
cell: 504-881-6920  
[jzuckerman@cityofmandeville.com](mailto:jzuckerman@cityofmandeville.com)  
07/22/20 – 06/30/24

Rebecca Bush, Council Dist. I  
7 Finch Lane (70471)  
cell: 504-451-6565  
[rbush@cityofmandeville.com](mailto:rbush@cityofmandeville.com)  
07/01/20 – 06/30/24

Skelly Kreller, Council District II  
280 Dona Drive (70448)  
cell: 985-869-0834  
[skreller@cityofmandeville.com](mailto:skreller@cityofmandeville.com)  
07/22/20 – 06/30/24

Jill McGuire, Council District III  
1551 Lakeshore Drive (70448)  
cell: 985-778-8671  
[jmcguire@cityofmandeville.com](mailto:jmcguire@cityofmandeville.com)  
07/22/20 – 06/30/24

Elizabeth Sconzert, City Attorney  
1060 W. Causeway Approach (70471)  
office: 626-1001; cell 504-352-5270  
[edeano@cityofmandeville.com](mailto:edeano@cityofmandeville.com)

Kathleen Sides, Finance Director  
530 Albert Street (70448)  
cell: 985-807-3920  
[dof@cityofmandeville.com](mailto:dof@cityofmandeville.com)  
08/25/20 – 08/31/20

4. Period of time covered by this questionnaire.

09/01/20 – 08/31/21

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

Act 74 of 1840

6. Briefly describe the public services provided.

Provide police, public roads and bridges, drainage, planning, utilities and other miscellaneous services for the citizens

7. Expiration date of current elected/appointed officials' terms.

June 30, 2024

## LEGAL COMPLIANCE

### **PART II. PUBLIC BID LAW**

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

- A) All public works purchases exceeding \$157,700 have been publicly bid.
- B) All material and supply purchases exceeding \$30,000 have been publicly bid.

Yes [ X ] No [ ]

### **PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES**

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [ X ] No [ ]

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [ X ] No [ ]

### **PART IV. LAWS AFFECTING BUDGETING**

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

#### A. Local Budget Act

- 1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).
- 2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
- 3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
- 4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
- 5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
- 6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
- 7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
- 8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).
- 9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted

revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes [ X ] No [ ]

**B. State Budget Requirements**

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [ ] No [ ]

**C. Licensing Boards**

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes [ ] No [ ]

**PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS**

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes [ X ] No [ ]

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [ X ] No [ ]

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes [ X ] No [ ]

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes [ X ] No [ ]

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes [ X ] No [ ]

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes [ X ] No [ ]

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes [ X ] No [ ]

**PART VI. MEETINGS**

19. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes [ X ] No [ ]

**PART VII. ASSET MANAGEMENT LAWS**

20. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes [ X ] No [ ]

**PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

21. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes [ X ] No [ ]

**PART IX. DEBT RESTRICTION LAWS**

22. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes [ X ] No [ ]

23. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes [ X ] No [ ]

24. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes [ X ] No [ ]

**PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

25. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes [ X ] No [ ]

26. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes [ X ] No [ ]

27. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes [ X ] No [ ]

**PART XI. ISSUERS OF MUNICIPAL SECURITIES**

28. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes [ X ] No [ ]

**PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

Parish Governments

29. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes [ ] No [ ]

School Boards

30. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes [ ] No [ ]

31. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes [ ] No [ ]



32. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Class Size Characteristics

We have also, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules, and recognize that although the schedules will not be included in the agreed-upon procedures report, the content of the schedules will be tested and reported upon by school board auditors in the school board performance measures agreed-upon procedures report:

- Education Levels of Public School Staff
- Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Public School Staff Data: Average Salaries

We understand that the content of the first two schedules will be tested and reported upon together.

Yes [ ] No [ ]

Tax Collectors

33. We have complied with the general statutory requirements of R.S. 47.

Yes [ ] No [ ]

Sheriffs

34. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes [ ] No [ ]

35. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes [ ] No [ ]

District Attorneys

36. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes [ ] No [ ]

Assessors

37. We have complied with the regulatory requirements found in R.S. Title 47.

Yes [ ] No [ ]

38. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes [ ] No [ ]

Clerks of Court

39. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes [ ] No [ ]

Libraries

40. We have complied with the regulations of the Louisiana State Library.

Yes [ ] No [ ]

Municipalities

41. Minutes are taken at all meetings of the governing authority (R.S. 42:20). Yes [ X ] No [ ]
42. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528). Yes [ X ] No [ ]
43. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28). Yes [ X ] No [ ]

Airports

44. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802. Yes [ ] No [ ]
45. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810). Yes [ ] No [ ]
46. All project funds have been expended on the project and for no other purpose (R.S. 2:810). Yes [ ] No [ ]
47. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811). Yes [ ] No [ ]

Ports

48. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452. Yes [ ] No [ ]
49. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460). Yes [ ] No [ ]
50. All project funds have been expended on the project and for no other purpose (R.S. 34:3460). Yes [ ] No [ ]
51. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460). Yes [ ] No [ ]
52. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461). Yes [ ] No [ ]

Sewerage Districts

53. We have complied with the statutory requirements of R.S. 33:3881-4159.10. Yes [ ] No [ ]

Waterworks Districts

54. We have complied with the statutory requirements of R.S. 33:3811-3837. Yes [ ] No [ ]

Utility Districts

55. We have complied with the statutory requirements of R.S. 33:4161-4546.21. Yes [ ] No [ ]

Drainage and Irrigation Districts

56. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [ ] No [ ]

Fire Protection Districts

57. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [ ] No [ ]

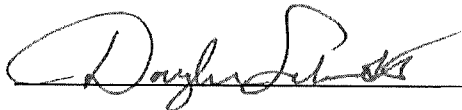
Other Special Districts

58. We have complied with those specific statutory requirements of state law applicable to our district.


Yes [ ] No [ ]

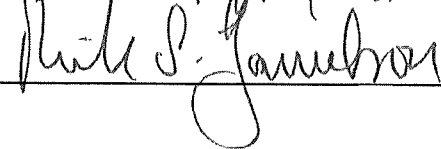
The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

 \_\_\_\_\_ City Clerk 10-12-22 Date

 \_\_\_\_\_ Director of Finance 10.12.22 Date

 \_\_\_\_\_ Mayor 10-12-22 Date

 \_\_\_\_\_ Council Chair 10/13/22 Date

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

**RESOLUTION NO. 22-45**

**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 FAIRWAY CONSULTING AND ENGINEERING, LLC, AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with Fairway Consulting and Engineering, LLC for professional engineering services for all design, permitting, bidding, construction administration, and resident inspection necessary for Lift Stations Nos. 37, 13, and 18 in 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 Fairway Consulting and Engineering, 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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF  
MANDEVILLE AND  
FAIRWAY CONSULTING + ENGINEERING**

**COM PROJ. NO. 212.23.007  
LIFT STATION 13 (N. CAUSEWAY SERVICE RD. AND MONROE ST.), 18 (GOLDEN  
GLEN ON CORIN PARKWAY), 37 (SANCTUARY SUBDIVISION ON CARDINAL LN.)  
UPGRADES PROJECT**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Fairway Consulting and Engineering, LLC. represented by John A. Catalanotto, P.E., PMP, President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

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

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for the Project dated October 14, 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

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

**ARTICLE I. OBLIGATIONS OF THE CONSULTANT**

**A. SCOPE OF SERVICES.**

The Consultant shall provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 13 (LS No. 13) located on the N. Causeway Service Road South of Monroe St., Lift Station No. 18 (LS No. 18) located on Corin Parkway within the Golden Glen Subdivision, and Lift Station No. 37 located within the Sanctuary Subdivision on Cardinal Lane in the City of Mandeville. The scope of work to be done at the lift stations is as follows:

1. Lift Station No. 13 (N. Causeway West Service Rd. South of Monroe St)
  - a. Replacement of discharge pipe from pump elbow to vertical 90-degree bend in wet well. Pipe replacement is needed in order to resolve inadequate connection from a previous rehabilitation project.
2. Lift Station No. 18 (Golden Glen on Corin Parkway)
  - a. Replacement of existing submersible pumps and guide rails with like kind submersible pumps. CONSULTANT will coordinate with CLIENT to determine if capacity upgrade is required.
  - b. Replacement of existing control panel. New control panel will be elevated to be 1 foot above the Base Flood Elevation (if required). The new panel will be SCADA compatible. If necessary, an access platform will be provided.
  - c. Replacement of discharge piping, valves, and passive vent.
  - d. Installation of emergency pump out (EPO). The EPO will be installed outside of the valve pit to mitigate risk of flooding.
  - e. Provide non-freeze yard hydrant with backflow preventor.
  - f. Corrosion resistant coating for wet well interior.
  - g. Replace wet well top slab and install new checker plate access hatch.
  - h. Provide valve pit.
  - i. Replace existing force main within flow line of Bayou Chinchuba. New force main will be directionally drilled to provide a minimum 5' of cover from bottom of Bayou to top of pipe.
3. Lift Station No. #37 (Sanctuary Subdivision on Cardinal Lane)
  - a. City Previously Performed Rehabilitation (2021)
    - i. Replaced one (1) of the two (2) submersible non-clog pumps.
    - ii. Replacement of discharge pipe from pump base to check valve within the valve vault. Valves were not replaced.
    - iii. Epoxy coated two (2) manholes upstream of the wet well.
  - b. Current Rehabilitation Scope
    - i. Replacement of existing submersible pumps and guide rails with like kind submersible pumps. CONSULTANT will coordinate with CLIENT to determine if capacity upgrade is required. The existing pumps will be salvaged.
    - ii. Replacement of existing control panel. New control panel will be elevated to be 1 foot above the Base Flood Elevation (if required). The new panel will be SCADA compatible. CONSULTANT will evaluate the feasibility of installing a removable type panel for hazard mitigation. An access platform may be constructed if determined to be necessary.

- iii. Replacement of discharge pipe and valves.
- iv. Installation of emergency pump out (EPO). The EPO will be installed outside of the valve pit to mitigate risk of flooding.
- v. Provide non-freeze yard hydrant with backflow preventor.
- vi. Install 8' privacy fence.
- vii. Corrosion resistant coating for wet well interior.
- viii. Resurface existing limestone access driveway.
- ix. Provide odor control.

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

The Consultant shall provide data and computations to support the design. Core boring information shall be incorporated in the design when applicable. Plans must be prepared using AutoCAD compatible with the City. The Consultant shall also submit to the Department of Public Works (the “**Department**”) all designs, computations, original reproducible drawings, typed originals of all specifications and proposal documents as required, and the final drawings on electronic format compatible with the City’s software systems at the discretion of the City. All plans must be signed and stamped by a Louisiana Registered Civil Engineer of the Consultant’s firm, who shall be responsible for the design.

The Consultant shall contact each applicable utility and obtain information regarding the location of their utilities and this information, as provided, shall be shown on the design drawings. The Consultant shall contact other firms designated by the City doing related work and shall coordinate, schedule, and report the efforts of the Firms to the City’s authorized representative. This information shall be shown on the design drawings. The Consultant shall obtain verification from the utilities of all locations named above.

The Consultant shall report all verified conflicts to the Department for coordination.

The Consultant shall, in a timely manner, contact the Department, and Planning Department as necessary, relative to horticultural requirements, such as a tree trimming, root pruning, hand work for curbing and walks near trees, etc., as required for construction, and resolve any conflicts prior to completion of final plans.

The Consultant shall provide the Department with all services required for preparation of preliminary design plans, final plans, specifications, and bid documents. These services include, but are not limited to, topographic and right-of-way surveys, preliminary plans, computations used to develop design, participation in the plan-in-hand conference, a preliminary estimate of a construction contract cost based on estimated quantities developed from the preliminary plans, and a final estimate of construction contract cost based on estimated quantities developed from the final plans.

Meetings with the City shall be scheduled as required to solicit input on project progress and upcoming issues or concerns. Consultant shall prepare and deliver a record of decisions and action items to the City for each meeting.

The Consultant shall prepare and submit complete detailed construction contract specifications and bid documents along with a revised construction cost estimate of the project to the Department.

Except for data to be furnished by the City as specifically provided by this Agreement, the Consultant shall obtain all data and furnish all services and materials required to fully develop and complete the plans, specifications, and bid proposals through the contract plan stages, including any and all work beyond the limits of the project that may be necessary to make proper connections at the beginning and end of the project limits of construction.

In addition, the Consultant shall obtain all data and furnish all services required during the construction stage, maintain all records necessary during the construction stage, ensure compliance with plans and specifications, and prepare partial and final payment to the Construction Contractor for the Department's approval. Attendance by the Consultant or its representatives at legal hearings and appearances in court are to be furnished by the Consultant at established rates to the extent of the funds available.

The Consultant shall attend up to 3 public meetings, as required. The Consultant shall provide displays appropriate for public meetings and shall provide a meeting summary following each meeting. The Consultant shall attend coordination meetings with the Department and other stakeholders. The Consultant shall provide all relevant project information to support conduct of these coordination meetings and provide a meeting summary following each meeting, as directed. The costs of which are included in the lump sum fee specified hereunder.

The Consultant is responsible for the relevance and accuracy of items and details included in the plans, specifications, or other contractual documents prepared by the Consultant. The Department will review and approve such documents only for general conformance to the Scope of Project. It is understood that the preparation of preliminary and final plans, specifications, bid documents, and estimates required of the Consultant under this Agreement will meet the standard requirements of the City as to general format and content and shall be performed to the satisfaction of the City. The Consultant shall correct all errors and omissions in the plans and specifications, including those discovered subsequent to the acceptance by the Department, without additional compensation.

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

- |            |                                         |
|------------|-----------------------------------------|
| Phase I.   | Survey                                  |
| Phase II.  | Preliminary Design                      |
| Phase III. | Environmental Study ( <i>Not Used</i> ) |



Phase IV(a).	Final Design
Phase IV(b).	Bid & Award
Phase V(a).	Construction Administration
Phase V(b).	Construction Closeout
Phase V(c)	Inspection, Reporting, and Verification
Phase VI(a)	Permitting
Phase VI(b)	Investigation of Control Panel Hazard Mitigation

## **PHASE I. SURVEY**

### Survey Submittal

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

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

Upon completion of the survey work, the Consultant shall submit to the Department: three (3) sets, full size 22-inches by 34-inches hard copies and electronic files of the way survey work

## **PHASE II. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)**

Prior to the start of this phase, a pre-design meeting will be held. During the performance of this phase, a monthly design meeting may be held among the Engineer, the Department, and relevant City authorities in order to clarify any aspect of the proposed work. Phase II Design services shall be divided into 2 milestones: 60% Design Plans and 90% Design Plans.

### 60% Design Submittal

Prepare a Preliminary Design Report. The report shall document the proposed design per City standards and guidance, computations and modeling outcomes used in developing the design, agreed program (including operations and maintenance, as relevant), updated opinion of probable cost and updated schedule for design and construction.

Two (2) sets, full size 22-inches by 34-inches hard copies and electronic files of 60% design plans, together with an electronic copy of the Preliminary Design Report, shall be furnished to the City.

Upon receipt of comments, if any, the Engineer shall revise the plans accordingly until the preliminary plans are acceptable to the Department. The Engineer shall then submit to the City one (1) full size 22-inches by 34-inches set of reproducible plans, stamped and dated "60% Design" for making a complete plan-in-hand review with the Department's representatives, utility companies, and others, at a time and date mutually agreed to in advance. Following receipt of this submittal, a plan-in-hand meeting will be held.

The Engineer's 60% Design Submittal shall include:

- Design Report
- Incorporate and address all entities previous comments into current design
- Set of Project specifications
- Latest Construction Cost estimate
- Submit two (2) full size sets (22x34) with all electronic files (CAD & PDF)

Engineer shall submit 60% Design submittal with an updated construction cost estimate within 60 calendar days after submittal of Phase I Survey.

### 90% Design Submittal

Phase II shall be considered complete after the plan-in-hand comments have been received and incorporated by the Engineer. A listing of plan-in-hand comments, additions, and deletions shall be compiled by the Engineer for inclusion in the Phase II deliverables. A preliminary construction cost estimate, based on estimated quantities developed from the preliminary plans, shall be submitted with the preliminary plans.

The Engineer's 90% Design Submittal shall include:

- Incorporate and address all entities previous comments into design

- Complete Topo Survey information is to be shown on Plan/Profile drawings,
- Proposed profile should match the elevation on cross sections
- Complete and final set of specifications
- An updated Cost estimate
- Submit two (2) full size sets (22x34) hard copies with all electronic files (CAD & PDF)
- Apply for and acquire any permits on the City's behalf

Engineer shall submit 90% Design submittal with an updated construction cost estimate within 60 calendar days after submittal of 60 % Design submittal.

All changes to the plans, specifications, and construction cost estimate shall be logged. Drawings should be considered 90% design stage by the culmination of this Phase.

Phase II Deliverables:

1. Provide Meeting Minutes within five (5) working days of each Meeting
2. 60% Design Submittal with accepted updated construction cost estimate
3. 90% Design Submittal with accepted updated construction cost estimate

**PHASE III. ENVIRONMENTAL STUDY (NOT USED)**

**PHASE IV(a). FINAL DESIGN**

This phase shall consist of Engineering Services required for the preparation of complete final construction plans, specification, bid documents, and construction cost estimate. These shall meet the standard requirements of the Department's general format and content. Specifically, the work under this phase consists of the following:

1. After the plan-in-hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit three (3) set of revised full size 22-inches by 34-inches hard copies and electronic files to the Department. These shall be stamped "Advance Check."
2. A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.

3. The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the “Advance Check” prints, to the Department for review. A revised construction cost estimate, a detailed traffic control plan, and a permanent pavement marking and signing plan shall be submitted at this time (if applicable). Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City for specifications, contract documents, and cost estimates.
4. Upon receipt of the Department’s comments pertaining to plans and specification, the Consultant shall revise and complete the final contract plans and specifications.

The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids.

Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and typed originals of all specifications and proposal documents to be reproduced by the Department for bids. Final plans and bid documents shall be in electronic format compatible with the Department’s CAD and software systems.

The plans and proposals shall be accompanied by a construction cost estimate based on the final contract plans.

All plans shall be signed and stamped by a Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect and member of the Consultant’s firm, who shall be responsible for the design.

Phase IV(a) Deliverables:

1. “Advance Check” plans and Specifications
2. Finalized Design Report with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the “Advance Check” plans, and updated schedule.
3. Final Plans, Specifications, Computations, and Construction Contract Cost Estimate
4. Bid Proposal Package

**PHASE IV(b). BID & AWARD**

If the Department proceeds with bidding the Project, the Consultant shall attend the pre-bid and preconstruction conferences and be prepared to address any questions regarding the engineering work. The Consultant shall assist the City with preparing addenda and responses to bidder’s questions. The Consultant shall attend bid openings, prepare bid tabulation sheets and check documentation submitted with bids for completeness. The Consultant shall submit the bid tabulation and award recommendation letter to the City within two (2) working days of the bid

opening. The award recommendation letter shall report on completeness and technical correctness of the bids received.

Phase IV(b) Deliverables:

1. Bid Opening Meeting Minutes
2. Addenda, Questions and Answer Responses
3. Award Letter Recommendation Letter

**PHASE V(a). CONSTRUCTION ADMINISTRATION**

The services to be performed during construction shall consist of, but may not be limited to, the following:

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shopdrawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as necessary
- Assist with technical issues arising during construction
- Attend progress meetings
- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)
- Evaluate and coordinate with City regarding acceptability of substitute or “or-equal” materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoicing and recommend payment

- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the Department in Project close out activities.

A Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect shall be in charge of the Services. Such personnel shall be qualified for their assignments and shall be approved by the City.

All documents submitted to the City must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the City.

In a timely manner, the Consultant shall advise the City of any drainage, sewer, and water damages so that such facilities may be properly inspected.

The Consultant shall observe the progress of the project as required, with particular emphasis on the requirements of the General and Special Specifications relative to the timely review of submittals, shop drawings and samples, value engineering proposals, and evaluation of substitute materials.

The Consultant shall, in a timely manner, notify the City, through the Director of the Department of Public Works or the Director's Authorized Representative of all problems that may impact the Project's cost or construction time.

The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. These duties and responsibilities are exclusively the Construction Contractor's obligation. The Consultant will not be responsible or have control or charge over the acts or omissions of the Construction Contractor, Subcontractors, or any agents, employees, or any other persons performing any of the work.

The Department will have the authority to reject work based on the Consultant's recommendations that does not conform to the Construction Documents. The Department and the Consultant may require special inspections for testing of the work at any stage of preparation or completion.

The Consultant will not authorize or direct the Construction Contractor to deviate from the plans and specifications without written authorization from the City, through its Director of the Department of Public Works or the Director's Authorized Representative. The Consultant is not responsible for any costs incurred as a result of delays incurred in obtaining written authorization by the Department for necessary or desired changes in the plans and/or specifications.

The Consultant shall submit all required documentation and process plan changes in a timely manner.

The Consultant shall submit to the Director or the Director's Authorized Representative for written approval within two (2) working days after signature by the Construction Contractor, any plan change that increases the Project's cost or time required prior to the work being authorized. Should the Consultant approve a plan change, which increases the Project's cost or time required without prior written approval by the Director or the Director's Authorized Representative, the Consultant shall be liable for the increased cost. The Department personnel (designee) authorized to approve such plan changes shall include the Director or the Director's Authorized Representative assigned to the Project.

The Consultant shall be responsible for complying with the recordation requirements set forth in La. R.S. 38:2222, including without limitation the payment of any costs associated with the recordation of this Agreement and as well as for the recordation of any plan change or amendment, when recordation of such is required.

The Consultant shall verify all pay items of work; quantities completed, and prepare partial and final requests for payment on City's forms for work satisfactorily completed by the Construction Contractor. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall coordinate with the Construction Contractor on monthly pay request within after the end of the reporting period. The preparation of the Construction Contractor's monthly pay request consists of coordinating with the Construction Contractor on quantities in place and submitting to the Department completed pay request form (signed by the Construction Contractor and the Consultant) and form Weather and Working Day Report (signed by the Construction Contractor and the Consultant).

The Construction Contractor's invoice is to be submitted directly to the Consultant. The Construction Contractor's monthly pay request form and Weather and Working Day Report shall be submitted for payment within five (5) working days after the Construction Contractor has submitted the signed invoice. Project diary and weekly progress reports shall be submitted within five (5) working days after the end of the reporting period.

In addition to the above services, the Consultant shall coordinate the activities of the testing laboratory designated by the Department to ensure that all materials entering the project, and the performance of the constructed features, are in accordance with the Project Construction Documents (plans and specifications) and/or the State's requirements.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the project's Construction Documents based upon test results. The Consultant shall review reports prepared by the testing laboratory for accuracy. The Consultant shall review and make recommendation for approval of pay requests for the testing laboratory for consistency with the testing performed.

When notified by the Construction Contractor that, in its opinion, all items of work required by the Agreement has been completed, the Consultant shall make a final inspection of the Work, including any tests of operation. If the Consultant finds all things are satisfactory after completion of this inspection, the Consultant shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Consultant shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible.

The Consultant shall participate in the final inspection of the Work.

Upon completion of this Phase, the Consultant shall submit "As Built" drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

Phase V(a) Deliverables:

- Project Schedule
- Submit Monthly Pay Requests, Schedule Updates, and Weather Reports
- ICE Documentation
- CA Documentation
- Construction Field Records
- Monthly Pay Requests, Schedule Updates and Weather Reports
- Plan Change Requests
- Non-Conforming Materials Notifications
- Recommendation for Approval of Testing Laboratory Pay Request
- As-Built Drawings



- Submit daily Final Inspection Report
- Overrun/Underrun Statement
- Warranty Inspection Report
- Man Hours Breakdown Report
- Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor
- Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications

#### **PHASE V(b). CONSTRUCTION CLOSE OUT**

When notified by the Construction Contractor that, in its opinion, the Project is substantially complete, the Engineer shall verify the Construction Contractor's claim and, if the Engineer concurs, schedule a final walk-through. The Engineer shall conduct and invite all stakeholders to this walk-through. Immediately following the walk-through, the Engineer shall develop a substantial completion punch-list of remaining items with associated costs.

The Engineer shall schedule a final inspection, including any tests of operation. If the Engineer finds all things are satisfactory after completion of this inspection, the Engineer shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Engineer shall conduct and invite all stakeholders to the final inspection.

Upon completion of this Phase, the Engineer shall submit "As Built" drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

The Engineer shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible. This inspection shall occur eleven (11) months from the date of substantial completion.

**Phase V(b) Deliverables:**

1. Develop a Substantial Completion Punch-list with Associated Costs
2. As-Built Drawings
3. Final Inspection Report with Project Acceptance Recommendation
4. Overrun/Under run Statement
5. One (1) Year Warranty Inspection Report submitted to the Department eleven (11) months from the date of substantial completion

**PHASE V(c) . INSPECTION, REPORTING, AND VERIFICATION *(if requested)***

The Department may also choose to require the Consultant to provide Resident Inspection services, which shall consist of, but may not be limited to, the following:

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

Field construction inspector(s) shall be provided and be on the Project site at all times (or at the discretion of the Department) when construction work is being performed. Such personnel

shall be qualified for their assignments and shall be approved by the Department.

During construction, the Consultant shall maintain all construction field records normally maintained by the Department. Entries shall be made daily in the project diary to indicate the Consultant's personnel on the Project, as well as, the forces of the Construction Contractor, the Construction Contractor's equipment, and the work performed.

The Consultant shall continually observe the progress of the Project, with particular emphasis on project site safety and the requirements of the General and Special Specifications relative to the timely rejection of all nonconforming work and materials, the applications of the work forces to particular portions of the work, the conformance of the work to the Construction Contractor's schedule, the timely prosecution of the work and perform any required interviews of the Construction Contractor.

The Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall forward the Construction Contractor's monthly updated schedule of work with the partial payment requests and weather reports. All documents submitted to the Department must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the Department.

In a timely manner, the Consultant shall notify the Department of all problems that may impact the Project's cost or construction time.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the Project's Construction Documents based upon test results.

The Consultant shall cooperate with the City and any other contractors providing services to the City as needed.

#### **PHASE VI(a) . PERMITTING**

Work under this task consists of assisting City with coordinating and providing data and documentation necessary to obtain a permit for construction. Consultant will prepare necessary documentation including design drawings and other information necessary for completing the required permit applications. The below permits are anticipated for the project. A total of 40 hours is estimated for this task.

- a. Louisiana Department of Health and Hospitals

#### **PHASE VI(b) . INVESTIGATION OF CONTROL PANEL HAZARD MITIGATION**

Work performed by Consultant under this task will include investigating hazard mitigation options to replace sewage lift station control panels in flood prone areas within the City. Options investigated by Consultant will include the use of control panels with removable power and control features in advance of an imminent flood event. Tasks performed by Consultant are below. Assumed budget for this task is 60 hours.

1. Meet with City to discuss potential lift station sites where there is a flood risk.
2. Visit sites and develop a general scope of work needed to provide hazard mitigation of the lift station control panel.
3. Coordination with vendors to obtain options and specifications for control panels with removable features in advance of flood event.
4. Develop specification for control panels preferred by CLIENT to be used for hazard mitigation.
5. Investigate FEMA public assistance requirements and opportunities to proceed forward with control panel hazard mitigation.

**B. CONSULTANT'S STANDARD OF CARE.**

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

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

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
  1. GIS/CAD files of:
    - a. Street Assets for reference;
    - b. Utility and unit sheets (if available)
    - c. As-built drawings (if available)
    - d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
    - e. Provide any other standard plans and details that may be relevant for use on the Project; and

- f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

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

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

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

C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the 90% design phase immediately upon submittal of the 60% design phase. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

D. **PHASE I SURVEY:** The services to be performed during the Survey Phase shall be completed within **THIRTY (30)** calendar days from the date of issuance of the Notice to Proceed for this phase.

E. **PHASE II PRELIMINARY DESIGN:** The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED AND THIRTY-FIVE (135)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. **PHASE IV(a) FINAL DESIGN:** The services to be performed during the Final Design Phase shall be completed within **THIRTY (30)** calendar days from the date of issuance of the

Notice to Proceed for this phase.

**G. PHASE IV(b) BID AND AWARD:** The services to be performed during the Bid and Award Phase shall be completed within **FORTY-FIVE (45)** calendar days from the date of issuance of the Notice to Proceed for this phase.

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

#### ARTICLE IV. COMPENSATION

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

PHASE I.	Survey ( <i>as needed</i> )		<b>\$6,000.00</b>	(Lump Sum)
PHASE II.	Preliminary Design		<b>\$28,928.25</b>	(Lump Sum)
PHASE III.	Environmental Study ( <i>if requested</i> )		<b>NOT USED</b>	(Lump Sum)
PHASE IV(a)	Final Design		<b>\$19,285.50</b>	(Lump Sum)
PHASE IV(b)	Bid & Award		<b>\$3,708.75</b>	(Lump Sum)
PHASE V(a)&V(b)	Construction Administration & Closeout		<b>\$22,252.50</b>	(Lump Sum)
PHASE V(c)	Inspection, Reporting, & Verification		<b>\$102,000</b>	(Hourly, NTE) (If requested by the City)
PHASE VI(a)	Permitting		<b>\$5,000.00</b>	(Hourly, NTE)
PHASE VI(b)	Investigation of Control Panel Hazard Mitigation		<b>\$10,000.00</b>	(Hourly, NTE)

**B. MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$197,175.00**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.0 and will apply to Phases 1 through V in this Agreement. No adjustment if the contract award meets or exceeds 90% of the Estimated Construction Cost but does not exceed by 10% the Estimated Construction Cost. This amount is inclusive of all services and cannot be increased except by a validly executed

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

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

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

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

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

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

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

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

obligation under this Agreement.

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

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

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

## **ARTICLE VII. INSURANCE**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE X. NOTICES**

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

If to the City:                    Director, Department of Public Works  
                                          City of Mandeville  
                                          1100 Mandeville High Blvd  
                                          Mandeville, La 70471  
  
                                          &  
  
                                          City Attorney  
                                          City of Mandeville  
                                          3101 East Causeway Approach  
                                          Mandeville, LA 70448

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

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

#### **ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

will include the neutral and other gender

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

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

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

**O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT:** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF MANDEVILLE**

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

**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FORM AND LEGALITY APPROVED:**

**Law Department**

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

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

**FAIRWAY CONSULTING + ENGINEERING**

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

**JOHN A. CATALANOTTO, P.E., PMP, PRESIDENT**

**82-1160189**

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





October 14, 2022

**Attention: Mr. Clay Madden, Mayor**

City of Mandeville  
3101 East Causeway Approach  
Mandeville, Louisiana 70448

via: email ([cmadden@cityofmandeville.com](mailto:cmadden@cityofmandeville.com))

Re: City of Mandeville  
Lift Station #13, #18, and #37 Rehabilitation  
Proposal for Professional Services

Dear Mayor Madden,

As a follow-up to your letter dated September 15, 2022, please find attached our proposal to provide professional services for the rehabilitation of lift station #13, #18, and #37. Fees proposed are based on use of the State of Louisiana Facility Planning & Control (FP&C) Fee Curve assuming a construction budget of \$884,000.

The following are included as attachments to this cover letter:

Attachment A – Scope of Services  
Attachment B – Planning Level Opinion of Probable Construction Cost  
Attachment C – Facility Planning and Control Fee Calculator

Fairway appreciates the opportunity to provide these services to the City and we're excited about being a part of the City's team to execute this important project.

Regards,

A handwritten signature in black ink that reads "John A. Catalanotto".

John A. Catalanotto, PE, PMP  
President

cc: Melissa Barclay (Mandeville), Keith Lagrange (Mandeville), David LeBreton (DEI), Victoria Jaye (DEI), David Martin (Fairway)

# Attachment A: Scope of Services

## City of Mandeville Lift Station #13, #18, and #37 Rehabilitation

As part of recurring renewal and replacements of their utility systems, the City of Mandeville (CLIENT) plans to rehabilitate Lift Station Number #13, #18, and #39. Lift Station No. #13 is located just south of the intersection of Monroe St. and the service road on the west side of North Causeway Blvd. Lift Station #18 is located in Golden Glen subdivision on Corin Parkway, and Lift Station #39 is located in the Sanctuary Subdivision on Cardinal Lane. Fairway Consulting and Engineering, LLC (CONSULTANT) will provide to CLIENT Basic Services inclusive of design, bidding, engineering services during construction (ESDC), record drawings, and supplemental services. The anticipated budget for the project is approximately \$1,100,000 and the project is anticipated to be publicly bid. A vicinity maps and scope of services to be provided by CONSULTANT is provided below.



Figure 1 - LS #13 Vicinity Map



Figure 2 - LS #18 Vicinity Map



Figure 3 - LS #37 Vicinity Map

### **Task 1 – Project Management & Coordination**

CONSULTANT will be responsible for coordination and management of the PROJECT through its assigned Project Manager (PM). The CONSULTANT PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The CONSULTANT PM's efforts will be focused on completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating quality assurance / quality control (QA/QC) reviews of project efforts and identifying and

communicating to the CLIENT issues that arise which may impact project progress. The scope of this task assumes a 12-month PROJECT duration.

### **Subtask 1.1: Kickoff Meeting**

CONSULTANT will host a kickoff meeting with CLIENT. During the kickoff meeting, CONSULTANT will review the project scope, deliverables, schedules, and information needs. Meeting minutes will be developed and provided by CONSULTANT.

DELIVERABLES: *Agenda and meeting minutes from kickoff meeting.*

### **Subtask 1.2: Invoicing**

CONSULTANT will prepare monthly invoices to the CLIENT using CONSULTANT's standard format.

DELIVERABLES: *Project invoices*

## **BASIC SERVICES**

### **Task 2 – Engineering and Design**

This task will include preparing design drawings and technical specifications for the rehabilitation of Lift Station #13, #18, and #39. Improvements and deliverables to be provided by CONSULTANT are summarized below.

1. Lift Station No. 13 (N. Causeway West Service Rd. South of Monroe St)
  - a. Lift Station Physical Features
    - i. Existing Pumps: Flygt/Hydromatic (Duplex)
    - ii. Capacity: 500 gpm
    - iii. Total Dynamic Head: 59 ft
    - iv. Motor HP: 20 hp
    - v. Power Supply: Unknown
    - vi. Wet Well: 7 ft diameter; 17.4 ft deep
    - vii. Discharge Piping: 6 in diameter
    - viii. Force Main: 8" diameter; Length Unknown
  - b. Rehabilitation Scope
    - i. Replacement of discharge pipe from pump elbow to vertical 90-degree bend in wet well. Pipe replacement is needed in order to resolve inadequate connection from a previous rehabilitation project.
2. Lift Station No. 18 (Golden Glen on Corin Parkway)

a. Lift Station Physical Features

- i. Existing Pumps: Hydromatic (Model Unknown)
- ii. Capacity: 34 gpm
- iii. Total Dynamic Head: 50'
- iv. Motor HP: 2 hp
- v. Power Supply: 120/240 V/3 Ph.
- vi. Wet Well: 3.5 ft diameter; 10.0 ft deep
- vii. Discharge Piping: 2" diameter
- viii. Force Main: 4" or 6" diameter; +/- 250 lf

b. Rehabilitation Scope

- i. Replacement of existing submersible pumps and guide rails with like kind submersible pumps. CONSULTANT will coordinate with CLIENT to determine if capacity upgrade is required.
- ii. Replacement of existing control panel. New control panel will be elevated to be 1 foot above the Base Flood Elevation (if required). The new panel will be SCADA compatible. If necessary, an access platform will be provided.
- iii. Replacement of discharge piping, valves, and passive vent.
- iv. Installation of emergency pump out (EPO). The EPO will be installed outside of the valve pit to mitigate risk of flooding.
- v. Provide non-freeze yard hydrant with backflow preventor.
- vi. Corrosion resistant coating for wet well interior.
- vii. Replace wet well top slab and install new checker plate access hatch.
- viii. Provide valve pit.
- ix. Replace existing force main within flow line of Bayou Chinchuba. New force main will be directionally drilled to provide a minimum 5' of cover from bottom of Bayou to top of pipe.

3. Lift Station No. #37 (Sanctuary Subdivision on Cardinal Lane)

a. Lift Station Physical Features

- i. Existing Pumps: Yeomans (Model Unknown)
- ii. Capacity: 380 gpm
- iii. Total Dynamic Head: 55'
- iv. Motor HP: 15 hp (To be verified)
- v. Power Supply: 208 V/3 Ph.
- vi. Wet Well: 6.0 ft diameter; Unknown depth
- vii. Discharge Piping: 4" diameter

- viii. Force Main: 6" diameter; Length Unknown
- b. City Previously Performed Rehabilitation (2021)
  - i. Replaced one (1) of the two (2) submersible non-clog pumps.
  - ii. Replacement of discharge pipe from pump base to check valve within the valve vault. Valves were not replaced.
  - iii. Epoxy coated two (2) manholes upstream of the wet well.
- c. Rehabilitation Scope
  - i. Replacement of existing submersible pumps and guide rails with like kind submersible pumps. CONSULTANT will coordinate with CLIENT to determine if capacity upgrade is required. The existing pumps will be salvaged.
  - ii. Replacement of existing control panel. New control panel will be elevated to be 1 foot above the Base Flood Elevation (if required). The new panel will be SCADA compatible. CONSULTANT will evaluate the feasibility of installing a removable type panel for hazard mitigation. An access platform may be constructed if determined to be necessary.
  - iii. Replacement of discharge pipe and valves.
  - iv. Installation of emergency pump out (EPO). The EPO will be installed outside of the valve pit to mitigate risk of flooding.
  - v. Provide non-freeze yard hydrant with backflow preventor.
  - vi. Install 8' privacy fence.
  - vii. Corrosion resistant coating for wet well interior.
  - viii. Resurface existing limestone access driveway.
  - ix. Provide odor control.

Design deliverables are anticipated to include the following:

1. Design Development (DD): CONSULTANT will prepare contract documents (drawings and technical specifications) to an approximate 60% level of completion. Additionally, CONSULTANT will provide an Opinion of Probable Construction Cost (OPCC) based on the DD deliverable.
2. Permit Documents: CONSULTANT will prepare contract documents (drawings and specifications) that are suitable to submit to the Louisiana Department of Health (LDH) for review and comment. The Permit Documents will be signed and sealed by a Professional Engineer licensed in Louisiana.
3. Construction Documents (CD): CONSULTANT will incorporate comments received by LDH into the contract documents (drawings and specifications). The CD deliverable will be signed and sealed by a Professional Engineer licensed in Louisiana and be suitable for publicly bidding the project. CONSULTANT will provide an OPCC based on the CD deliverable.

At the conclusion of the DD and Permit Document phases, CONSULTANT will conduct a workshop(s) with CLIENT to review each deliverable. Feedback and comments received from Client in the workshop(s) will be incorporated into subsequent deliverables.

CONSULTANT assumes that CLIENT standard front end (Div 00) specifications will be provided for use when developing the technical specifications.

*DELIVERABLES: Electronic (PDF) copies of DD, Permit, and CD drawings and technical specifications, Opinions of Probable Construction Cost at DD, and CD Deliverable stages.*

### **Task 3 – Bid Phase**

The project is anticipated to be procured through advertisement and public bidding. CONSULTANTS scope assumes participation in one (1) Bid Phase.

#### **Subtask 3.1: Attend Pre-bid Conference**

CONSULTANT will assist CLIENT in arranging and conducting one (1) pre-bid conference to be held with interested bidders. CONSULTANT shall assist CLIENT in developing the agenda and content of the pre-bid conference.

#### **Subtask 3.2: Respond to Bidders Questions and Prepare Addenda**

CONSULTANT shall provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. CONSULTANT will respond to questions received from bidders in writing and will document responses in the form of Addenda to the Bid Documents. Prior to distribution, Addenda will be approved by the CLIENT. CLIENT will distribute Addenda to bidders.

*DELIVERABLES: Up to two (2) addenda for the project.*

#### **Subtask 3.3: Attend Bid Opening**

One member of the CONSULTANT's staff will attend the bid opening.

#### **Subtask 3.4: Review Bids**

CONSULTANT will assist the CLIENT in opening of bids. CONSULTANT will review bids received and evaluate them for responsiveness and bid price. CONSULTANT will prepare bid evaluation letter with recommendations for award of the contract for construction. CLIENT will make the final decision on the award of the contract for construction and the acceptance or rejection of bids.

*DELIVERABLES: Bid evaluation letter and tabulation of bids*

## **Task 4 – Engineering Services During Construction (ESDC)**

CONSULTANT will provide the below support to CLIENT during the Construction Phase of the project.

CONSULTANT will provide services to assist the CLIENT in administering the contract for construction, monitor the performance of the CONTRACTOR, verify that the CONTRACTOR's work is in substantial accord with the contract documents, and assist the CLIENT in responding to events that occur during construction. These services are based upon the understanding that the CLIENT will contract directly with the CONTRACTOR and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction.

Services are also based upon the CLIENT executing a contract for construction with one contractor.

CONSULTANT's services are based upon the schedule or duration of construction anticipated at the time that these services are agreed. CONSULANT assumes that the duration of construction is nine (9) months.

The subtasks presented in the following paragraphs reflect the nature and extent of the engineering services that could reasonably be contemplated at this stage of PROJECT development.

### **Subtask 4.1: Pre-Construction Conference**

CONSULTANT will participate in a preconstruction conference. The pre-construction conference will be held at CLIENT office's and include CLIENT representatives, operations personnel, prime Contractor and significant subcontractors, and CONSULTANT PM/other staff. Issues to address will include submittal review, lines of communication, site responsibility, and coordination with operations, construction impacts, system testing and take over.

*DELIVERABLE: Agenda for Pre-Construction Conference*

### **Subtask 4.2: Review Shop Drawings, Samples and Submittals**

CONSULTANT will review shop drawings as submitted by the CONTRACTOR. Shop drawings are defined as shop and working drawings of fabricated and manufactured equipment/materials, and general and detailed information on materials, equipment and products to be provided for the work. The shop drawings will be reviewed for substantial conformity with the intent of the contract drawings and specifications. Reviews will be performed and signed by the engineer that designed the PROJECT or their designee. CONSULTANT's scope shall be based upon the scope of work in the contract for construction.

*DELIVERABLES: Review comments shop drawing*



#### **Subtask 4.3: Progress Meetings**

CONSULTANT will meet with the CONTRACTOR and SUBCONTRACTORS monthly to discuss construction progress. CONSULTANT's PM and support staff, as necessary, will attend and participate in the meetings. CONSULTANT will prepare agendas and meeting summaries.

*DELIVERABLES: Progress Meeting agendas and summaries*

#### **Subtask 4.4: Requests for Information**

CONSULTANT will assist CLIENT with request for information (RFIs) received in writing from the CONTRACTOR. Written responses will be prepared in a memo format including elementary sketches to illustrate design details and intent.

*DELIVERABLES: Responses to CONTRACTOR RFIs*

#### **Subtask 4.5: Change Orders**

CONSULTANT PM and Lead Discipline Engineer will review, evaluate and provide input to the CLIENT regarding the validity, extent, and impact of changes proposed by the Contractor. These changes will be combined into change orders and processed by the CLIENT.

*DELIVERABLES: Evaluation of CONTRACTOR's requests for change*

#### **Subtask 4.6: Contractor Invoice and Schedule Review**

CONSULTANT will review CONTRACTOR's Invoice and Schedule on a monthly basis. Construction schedule activities, key activity durations, and critical path activities. The CONSULTANT will check that specified submittal reviews, construction sequencing requirements, project constraints, and closeout activities are included in the CONTRACTORS schedule.

*DELIVERABLES: Comments on CONTRACTOR invoice and schedule review*

#### **Subtask 4.7: Periodic Site Visits**

CONSULTANT will on average one bi-weekly site visit to inspect and coordinate construction and to ensure the construction is being performed in general accordance with the contract documents. Task assumes construction duration is nine (9) months.

*DELIVERABLES: Up to sixteen (16) site visits and inspection reports*

#### **Subtask 4.8: Substantial and Final Completion Inspection**

Upon receiving notice from CLIENT that the PROJECT is substantially complete, CONSULTANT will conduct a walk-through of the PROJECT, develop a list of items needing completion or correction, and forward list to CLIENT. This will occur at a stage in construction of the PROJECT when the completed work can be utilized for the purposes for which it was intended, and where

minor items need not be fully completed, but items that affect the operational integrity and function of the PROJECT are capable of continuous use.

Upon receiving notice from CLIENT advising CONSULTANT that the PROJECT is complete, CONSULTANT will perform a final walk-through in conjunction with the CLIENT. CONSULTANT will perform one visit upon notice of substantial completion and one visit at final completion (2 total visits).

*DELIVERABLES: Up to two (2) site visits and field observation reports*

## **Task 5 – As-Builts**

CONSULTANT will revise design drawings based upon redlines to the plans and specifications, including minor revisions to the work, addenda and change order documents, maintained by the CONTRACTOR. This scope of work assumes accurate and complete, record markups from the CONTRACTOR.

CONSULTANT will prepare one set of record drawings, with revision block completed (but otherwise unsigned). Deliverable will be submitted electronically in as PDF format.

*DELIVERABLE: Record Drawings (pdf).*

# **SUPPLEMENTAL SERVICES**

## **Task 6 – Topographic and Boundary Surveying**

CONSULTANT will solicit a proposal from a Professional Land Surveyor licensed in Louisiana. Topographic and boundary survey will be obtained. A general scope of the topographic and boundary survey for the project is anticipated to include the following:

1. LS #13 (Service Rd. at South of Monroe St.)
  - a. None
2. LS #18 (Golden Glen at Corin Parkway)
  - a. Updates to topographic and boundary survey utilized for the Golden Glen water line replacement project. New survey will capture additional topographic information in the vicinity of the existing lift station, elevations of influent pipe and bottom of wet well, and servitude. Surveyor will also confirm elevation of force main discharge point.
3. LS #37 (Sanctuary on Cardinal Lane)
  - a. Prepare topographic and boundary survey for the existing lift station site. New survey will obtain topographic information for the site, elevations of influent pipe and bottom of wet well and valve pit, and site servitude. Surveyor will also confirm elevation of force main at the discharge point within the CLIENT WWTP headworks.

DELIVERABLES: Topographic and boundary survey for scope identified above.

### **Task 7 – Resident Inspection (RI) (If Requested by CLIENT)**

CONSULTANT will provide full-time (average 40 hrs per week) Resident Inspector (RI) at the job-site to manage and oversee ongoing construction work. The RI will provide routine construction inspection, prepare daily reports, attend weekly progress meetings, assist in negotiation of CONTRACTOR change orders, track construction schedule and weather delays, and coordinate with CITY operations and maintenance staff.

Assumed budget for this task is 1,200 hours over a nine (9) month construction duration.

*DELIVERABLE: Weekly inspection reports.*

### **Task 8 - Permitting**

Work under this task consists of assisting CLIENT with coordinating and providing data and documentation necessary to obtain a permit for construction. CONSULTANT will prepare necessary documentation including design drawings and other information necessary for completing the required permit applications. The following permits are anticipated for the project:

- a. Louisiana Department of Health and Hospitals

A total of 40 hours is estimated for this task.

### **Task 9 – Investigation of Control Panel Hazard Mitigation**

Work performed by CONSULTANT under this task will include investigating hazard mitigation options to replace sewage lift station control panels in flood prone areas within the City. Options investigated by CONSULTANT will include the use of control panels with removable power and control features in advance of an imminent flood event. Tasks performed by CONSULTANT are below. Assumed budget for this task is 60 hours.

1. Meet with City to discuss potential lift station sites where there is a flood risk.
2. Visit sites and develop a general scope of work needed to provide hazard mitigation of the lift station control panel.
3. Coordination with vendors to obtain options and specifications for control panels with removable features in advance of flood event.
4. Develop specification for control panels preferred by CLIENT to be used for hazard mitigation.
5. Investigate FEMA public assistance requirements and opportunities to proceed forward with control panel hazard mitigation.

## Services Not Included

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The following specific tasks are not included in this SCOPE OF WORK:

- A. Certifying Contractor's redline drawings.
- B. Services made necessary by the default of the Contractor in the performance of the construction contract.
- C. Serving as an expert witness in connection with any court proceedings resulting from any aspect of the construction contract.
- D. Geotechnical Investigation and Report
- E. Permitting fees.
- F. Modifications to existing infrastructure not included in project scope to provide handicap accessibility or otherwise meet ADA compliance.
- G. Phase I or II Environmental Site Assessment
- H. Property acquisition (including pipeline servitudes and rights-of way)
- I. Design of traffic control device plans
- J. Development of Storm Water Pollution or Prevention Plans (SWPPP)
- K. Subsurface utility exploration (potholing) during design phase of project
- L. Design of force main replacement.

## Obligations of Client

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The CLIENT will be responsible to:

- A. Assign a single point of contact to serve as the CLIENT Project Manager.
- B. Pay invoices within thirty (30) days of receipt.
- C. Attend scheduled progress meetings and conference calls with CONSULTANT.
- D. Coordinate and schedule CLIENT staff for meetings, interviews, teleconference review meetings, and CONSULTANT's site inspection.
- E. Provide CONSULTANT with existing data and documentation for the facilities in electronic and hard copy form, as available within seven (7) days of request.
- F. Meet with CONSULTANT as requested to provide input and decisions.
- G. Provide access to CLIENT facilities, documents and staff.
- H. Provide operational staff for assistance and support for CONSULTANT during field site inspection/interview visits

## Project Schedule

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Based on issuance of the Notice to Proceed (NTP) by the CLIENT, CONSULTANT will execute the project upon Notice to Proceed according to the following:

1. Task 1 (Project Management): Project duration. Assumed to be twelve (12) months.

## 2. BASIC SERVICES

- a. Task 2 (Engineering and Design)
  - i. Design Development (DD): Eight (8) weeks from receipt of executed contract and topographic/boundary surveying.
  - ii. Permit Documents: Eight (8) weeks from receipt of comments from Client on DD deliverable
  - iii. Construction Documents: Four (4) weeks from receipt of comments from permitting agencies.
- b. Task 3 (Bid Phase): Forty-Five (45) days following advertisement of bids.
- c. Task 4 (ESDC): Throughout duration of construction phase assumed to be nine (9) months.
- d. Task 5 (As-Builts): Within four (4) weeks of receipt of Contractor red lines.

## 3. SUPPLEMENTAL

- a. Task 6 (Topographic and Boundary Surveying): Four (4) weeks from receipt of executed contract and notice to proceed (NTP).
- b. Task 7 (Resident Inspection): Throughout duration of construction assuming nine (9) month construction schedule.
- c. Task 8 (Permitting): As needed throughout design phase.
- d. Task 9 (Investigation of Control Panel Hazard Mitigation): Eight (8) weeks from authorization to proceed with task.

## Compensation

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Basic and Supplemental Services described herein will be compensated to CONSULTANT per the below fee schedule and payment terms. For lump sum tasks, progress payments will be made at the percent complete of the task. Time and Material tasks will be compensated on an hourly rate basis per the rate schedule provided below. Fee for Basic Services are based on the Facility Planning and Control A/E Fee curve assuming a construction budget of \$884,000.

Task	Description	Payment Terms	Phase %	Fee
<b>BASIC SERVICES</b>				
2	Engineering and Design	Lump Sum	65%	\$ 48,213.75
3	Bid Phase	Lump Sum	5%	\$ 3,708.75
4	Engineering Services During Construction (ESDC)	Lump Sum	25%	\$ 18,543.75
5	As-Builts	Lump Sum	5%	\$ 3,708.75
<b>Subtotal</b>				<b>\$ 74,175.00</b>
<b>SUPPLEMENTAL SERVICES</b>				
6	Topographic and Boundary Surveying	Cost + 10%		\$ 6,000.00
7	Resident Inspection (If Requested)	Time and Material		\$ 102,000.00
8	Permitting	Time and Material		\$ 5,000.00
9	Investigation of Control Panel Hazard Mitigation	Time and Material		\$ 10,000.00
<b>Subtotal</b>				<b>\$ 123,000.00</b>

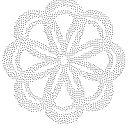
**Total Project Budget \$ 197,175.00**

### Rate Table

<b>Personnel</b>	<b>Rate</b>
Principal/Senior Project Manager	\$190 - \$205
Project Manager	\$ 175.00
Senior Engineer/Professional Support	\$ 150.00
Associate Engineer/Professional Support	\$ 140.00
Engineer Intern/Senior CAD Designer	\$ 100.00
Senior Resident Inspector	\$ 95.00
Intern	\$ 85.00
Associate Resident Inspector	\$ 85.00
Resident Inspector	\$ 70.00
Associate CAD Designer/Administration	\$ 75.00
Subconsultants	Cost + 10%
Other Direct Cost (reproduction, lodging and subsistence, mileage <sup>1</sup> , etc.)	Cost

#### **Notes**

1. Mileage reimbursed at approved Federal rate.



**City of Mandeville  
Lift Station #13, 18, 37 Rehabilitation  
Attachment B - Planning Level Opinion of Probable Construction Cost (OPCC)**

<b>Item</b>	<b>Discipline</b>	<b>Cost (Rounded)</b>
1	Lift Station #13 Rehabilitation	\$ 40,000.00
2	Lift Station #18 Rehabilitation	\$ 334,000.00
3	Lift Station #37 Rehabilitation	\$ 510,000.00

**Total \$ 884,000.00**







City of Mandeville  
 Lift Station #13, 18, 37 Rehabilitation  
 LS #18 Planning Level Opinion of Probable Construction Cost (OPCC)

Item Number	Description	Units	Cost	Quantity	Extended Cost	Comments
	Demolition					
	2" Diameter Ductile Iron Discharge Pipe	LF	\$ 16.40	60	\$ 984.00	
	2" Diameter Ductile Iron Discharge Fittings	EA	\$ 137.00	12	\$ 1,644.00	
	Submersible Pumps and Rails	EA	\$ 1,500.00	2	\$ 3,000.00	
	Control Panel	EA	\$ 1,000.00	1	\$ 1,000.00	
	Misc. Elect. Demo	LS	\$ 2,000.00	1	\$ 2,000.00	
	Access Hatch and Top Slabq	EA	\$ 3,000.00	1	\$ 3,000.00	
	By-Pass Pump Setup	LS	\$ 3,000.00	1	\$ 3,000.00	
	By-Pass Pump Hourly Operation	HR	\$ 100.00	720	\$ 72,000.00	Assumes 21 days (3 weeks) to demo pumps and piping and install new.
				Subtotal Demolition	\$ 86,628.00	
	Civil					
	Erosion Control, Silt Fence	LF	\$ 1,75	400	\$ 700.00	
	Erosion Control, Hydaseed	SY	\$ 0.75	300	\$ 225.00	
	HDD Pits	EA	\$ 3,500.00	2	\$ 7,000.00	
	HDD 4" HDPE SFM Under Bayou	LF	\$ 200.00	80	\$ 16,000.00	
	Connection of New SFM to existing SFM	EA	\$ 5,000.00	1	\$ 5,000.00	
	Yard Pipe, Ductile Iron, 4" Diameter	LF	\$ 50.00	20	\$ 1,000.00	
	Misc. Site Work, Grading, Drainage, Paving	LS	\$ 10,000.00	1	\$ 10,000.00	
	Non-Freeze Yard Hydrant and Backflow Preventor	EA	\$ 2,500.00	1	\$ 2,500.00	
	Wet Well Coating	LS	\$ 20,000.00	1	\$ 20,000.00	
				Subtotal Civil	\$ 62,425.00	
	Mechanical					
	Submersible Non-Clog Pumps and Guild Rails, 2 HP	EA	\$ 10,000.00	2	\$ 20,000.00	
	Discharge Header Piping, 3" Diameter	LS	\$ 8,000.00	1	\$ 8,000.00	
	Gate Valves, 3" Diameter	LS	\$ 2,400.00	2	\$ 4,800.00	
	Check Valves, 3" Diameter	LS	\$ 1,000.00	2	\$ 2,000.00	
	Passive Vent	LS	\$ 2,500.00	1	\$ 2,500.00	
	Emergency Pump Out, 4" Diameter	LS	\$ 5,000.00	1	\$ 5,000.00	
	New Valve Pit, including Base, Foundation, and Vault	EA	\$ 7,500.00	1	\$ 7,500.00	
	Air Release Valve	EA	\$ 500.00	1	\$ 500.00	
	Access Hatches	EA	\$ 2,500.00	2	\$ 5,000.00	
				Subtotal Mechanical	\$ 55,300.00	
	Electrical					
	2 HP PLC Based Electrical Control Panel	EA	\$ 20,000.00	1	\$ 20,000.00	
	Misc. Conduit and Wiring	LS	\$ 10,000.00	1	\$ 10,000.00	
	Grounding, Terminations, Lightning Protection	LS	\$ 5,000.00	1	\$ 5,000.00	
	Access Platform for Elevated Panel	LS	\$ 10,000.00	1	\$ 10,000.00	
				Subtotal Electrical	\$ 45,000.00	

Subtotal	\$	249,353.00
Mobilization (5%)	\$	12,467.65
General Contractors OH&P (10%)	\$	1,246.77
Subtotal with General Contractors OH&P (10%)	\$	263,067.42
Contingency (25%)	\$	65,766.85
Subtotal with Contingency (25%)	\$	328,834.27
Bonding (\$12/\$1,000 + 10% OH&P)	\$	4,340.61
<b>Total Planning Level Opinion of Probable Construction Cost</b>	<b>\$</b>	<b>333,174.88</b>



City of Mandeville  
Lift Station #13, 18, 37 Rehabilitation  
LS #37 Planning Level Opinion of Probable Construction Cost (OPCC)

Item Number	Description	Units	Cost	Quantity	Extended Cost	Comments
<b>Demolition</b>						
	6" Diameter Ductile Iron Discharge Pipe	LF	\$ 18.00	40	\$ 720.00	
	6" Diameter Ductile Iron Discharge Fittings	EA	\$ 137.00	2	\$ 274.00	
	Submersible Pumps and Rails	EA	\$ 1,500.00	2	\$ 3,000.00	
	Control Panel	EA	\$ 1,000.00	1	\$ 1,000.00	
	Misc. Elect. Demo	LS	\$ 2,000.00	1	\$ 2,000.00	
	Access Platform for Elevated Panel	LS	\$ 2,000.00	1	\$ 2,000.00	
	By-Pass Pump Setup	LS	\$ 3,000.00	1	\$ 3,000.00	
	By-Pass Pump Hourly Operation	HR	\$ 100.00	720	\$ 72,000.00	Assumes 21 days (3 weeks) to demo pumps and piping and install new.
					\$ 83,994.00	
<b>Civil</b>						
	Erosion Control, Silt Fence	LF	\$ 1.75	400	\$ 700.00	
	Erosion Control, Hydrosed	SY	\$ 0.75	300	\$ 225.00	
	Fence, Wood	LF	\$ 45.00	200	\$ 9,000.00	
	Yard Pipe, Ductile Iron, 6" Diameter	LF	\$ 60.00	40	\$ 2,400.00	
	Misc. Site Work, Grading, Drainage, Paving	LS	\$ 10,000.00	1	\$ 10,000.00	
	Non-Freeze Yard Hydrant and Backflow Preventor	EA	\$ 2,500.00	1	\$ 2,500.00	
	Wet Well Coating	LS	\$ 20,000.00	1	\$ 20,000.00	
				Subtotal Civil	\$ 44,825.00	
<b>Mechanical</b>						
	Submersible Non-Clog Pumps and Guid Rails, 15 HP	EA	\$ 40,000.00	2	\$ 80,000.00	
	Discharge Header Piping, 6" Diameter	LS	\$ 15,000.00	1	\$ 15,000.00	
					\$ -	
	Passive Vent	LS	\$ 2,500.00	1	\$ 2,500.00	
	Emergency Pump Out, 4" Diameter	LS	\$ 5,000.00	1	\$ 5,000.00	
	Air Release Valve	EA	\$ 500.00	1	\$ 500.00	
				Subtotal Mechanical	\$ 102,500.00	
<b>Electrical</b>						
	Removeable Camo Type Control Panel	EA	\$ 125,000.00	1	\$ 125,000.00	
	Misc. Conduit and Wiring	LS	\$ 10,000.00	1	\$ 10,000.00	
	Grounding, Terminations, Lightning Protection	LS	\$ 5,000.00	1	\$ 5,000.00	
	Access Platform for Elevated Panel	LS	\$ 10,000.00	1	\$ 10,000.00	
				Subtotal Electrical	\$ 150,000.00	

Subtotal	\$	381,319.00
Mobilization (5%)	\$	19,065.95
General Contractors OH&P (10%)	\$	1,906.60
Subtotal with General Contractors OH&P (10%)	\$	402,291.55
Contingency (25%)	\$	100,572.89
Subtotal with Contingency (25%)	\$	502,864.43
Bonding (\$12/\$1,000 + 10% OH&P)	\$	6,637.81
<b>Total Planning Level Opinion of Probable Construction Cost</b>	<b>\$</b>	<b>509,502.24</b>

## Attachment C - State of Louisiana - Facility Planning and Control

**Project Name**     LS #13, #18, and #37 Rehabilitation

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**Date**                     10/13/22

A. Enter the <b>Available Funds for Construction</b>	<b>\$884,000</b>	data entry
B. Enter the <b>Renovation Factor</b> (if not applicable, enter '1')	1.00	data entry
C. Enter the <b>subject year</b> for cost index data (prior year)	2022	data entry
D. The Building Cost Index for the subject year is	6921	from table
E. The Consumer Price Index for the subject year is	271.0	from table
F. The BCI for the reference year (1975) was	1306	constant
G. The CPI for the reference year (1975) was	53.8	constant
H. The BCI ratio is	0.188701	F / D
I. The CPI ratio is	5.037175	E / G
J. The adjusted AFC for the reference year (1975) is	\$166,812	A x H
K. Log [1975 AFC] =	5.222227	log [J]
L. The adjusted fee percentage using a numerator of 46.10 =	8.827652%	46.10 / K %
M. The adjusted fee amount for the reference year is	\$14,726	L x J
N. The adjusted base fee for the subject year is	\$74,175	M x I
<b>O. TOTAL FEE</b> (including Renovation factor, if any) =	<b>\$74,175</b>	N x B
P. Fee as a percentage of the AFC =	8.39%	O / A %