

**NOTICE OF PUBLIC MEETING  
MANDEVILLE CITY COUNCIL  
MEETING AGENDA  
THURSDAY, JULY 28, 2022, at 6:00PM  
MANDEVILLE CITY HALL COUNCIL CHAMBERS  
3101 E. CAUSEWAY APPROACH  
MANDEVILLE, LOUISIANA 70448**

**AGENDA PACKET**

**MINUTES:**

1. Adoption of the July 14, 2022, Regular Meeting Minutes

**REPORTS AND ANNOUNCEMENTS:**

**OLD BUSINESS:**

1. Discussion of Ordinance No. 22-17; AN ORDINANCE TO APPROPRIATE FUNDS RELATIVE TO AND FOR ADOPTION OF THE CAPITAL IMPROVEMENT BUDGET FOR THE CITY OF MANDEVILLE FOR FISCAL YEAR 2022-2023; AND TO ESTABLISH THE ADMINISTRATION OF EXPENDITURES THEREOF AND TO PROVIDE FOR RELATED MATTERS. (Councilman Danielson, At-Large)

2. Discussion of Ordinance No. 22-18; AN ORDINANCE TO APPROPRIATE FUNDS RELATIVE TO AND FOR ADOPTION OF THE OPERATING BUDGET FOR THE CITY OF MANDEVILLE FOR FISCAL YEAR 2022-2023; AND TO ESTABLISH THE ADMINISTRATION OF EXPENDITURES THEREOF AND TO PROVIDE FOR RELATED MATTERS (Councilman Danielson, At-Large)

3. Adoption of Ordinance No. 22-19; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING ORDINANCE NUMBER 06-29 WHICH REPEALED ORDINANCE 04-66 WHICH CREATED CHAPTER 2—ADMINISTRATION IN THE CODE OF ORDINANCES OF THE CITY OF MANDEVILLE, BY REPEALING SECTION 2-1 AND REPLACING SECTION 2-1 WITH A NEW DEFINITION OF LEGAL HOLIDAYS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

**NEW BUSINESS**

1. Approval of the liquor license for Altitude Jump Park Mandeville, LLC to be located at 619 N Causeway Blvd, Mandeville. La (Councilman Kreller, District II)

2. Adoption of Resolution No. 22-29; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND GREENLEAF LAWSON ARCHITECTS, APAC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

3. Adoption of Resolution No. 22-30; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE A DEBRIS MONITORING CONTRACT BETWEEN THE CITY OF MANDEVILLE AND TETRA TECH, INC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

4. Adoption of Resolution No. 22-31; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE WASTEWATER TREATMENT PLANT SLUDGE



REMOVAL CONTRACT, CITY PROJECT NO. 212.21.020 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER SYNAGRO SOUTH, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

5.Introduction of Ordinance No. 22-20; AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2022 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2)

6.Introduction of Ordinance No. 22-21; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AUTHORIZE THE EXECUTION OF AN ACT OF SERVITUDE OF PASSAGE BY THE CITY OF MANDEVILLE IN FAVOR OF MJJ&B PROPERTIES, LLC, AND AN ACT OF SERVITUDE OF PASSAGE BY THE CITY OF MANDEVILLE IN FAVOR OF EAST CAUSEWAY DEVELOPMENT GROUP, LLC (Councilman Danielson, At-Large)

**PUBLIC COMMENT:**

**FINANCE REPORT:**

**PROJECTS IN PROGRESS (STATUS REPORT):**

**ADJOURNMENT**

Kristine Scherer  
Council Clerk

City of Mandeville-3101 E. Causeway Approach-Mandeville, LA 70448  
(985) 624-3145

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

DATE OF NOTICE: July 21, 2022, 1:00 pm

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

*THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_; MOVED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_; AND SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_*

**ORDINANCE NO. 22-19**

***AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING ORDINANCE NUMBER 06-29 WHICH REPEALED ORDINANCE 04-66 WHICH CREATED CHAPTER 2—ADMINISTRATION IN THE CODE OF ORDINANCES OF THE CITY OF MANDEVILLE, BY REPEALING SECTION 2-1 AND REPLACING SECTION 2-1 WITH A NEW DEFINITION OF LEGAL HOLIDAYS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH***

**WHEREAS**, Ordinance number 44-66 created Chapter 2, Section 2-1 in the City of Mandeville Code of Ordinances which contains provisions for legal holidays for the employees of the City of Mandeville; and

**WHEREAS**, Ordinance number 06-29 amended Ordinance 04-66 by repealing Section 2-1 of Chapter 2 in the City of Mandeville Code of Ordinances and reenacting Section 2-1 of Chapter 2 of the City of Mandeville Code of Ordinances; and

**WHEREAS**, this ordinance amends Ordinance 06-29 by repealing Section 2-1 of Chapter 2 in the City of Mandeville Code of Ordinances and reenacting Section 2-1 of Chapter 2 of the City of Mandeville Code of Ordinances to read as follows, and;

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Mandeville that Ordinance 06-29 hereby be amended in the following manner:

**Section 2-1 Legal Holidays:**

- (a) The following days shall be declared legal holidays for all City employees:
1. New Years' Day
  2. Martin Luther King, Jr.'s Birthday
  3. President's Day
  4. Monday Before Mardi Gras
  5. Mardi Gras
  6. Good Friday
  7. Memorial Day
  8. Juneteenth
  9. Independence Day
  10. Labor Day
  11. Columbus Day

- 12. Veterans' Day
- 13. Thanksgiving
- 14. Day After Thanksgiving
- 15. Christmas Day

- (b) Whenever any legal holiday falls on a Saturday, the preceding Friday is hereby declared a legal holiday for all City employees, except 12-hour shift police officers and police dispatchers who shall observe all legal holidays on the actual day of the holiday in lieu of, when applicable, on the preceding weekday.
- (c) Whenever any legal holiday falls on a Sunday, the following Monday is hereby declared a legal holiday for all City employees, except 12-hour shift police officers and police dispatchers who shall observe all legal holidays on the actual day of the holidays on the actual day of the holiday in lieu of, when applicable, on the following weekday.
- (d) Whenever 12-hour shift police officers' and police dispatchers' regularly scheduled day off falls on a declared legal holiday their next scheduled workday is hereby declared the legal holiday.

**BE IT FURTHER ORDAINED** that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective upon the signature of the Mayor.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this \_\_\_\_ Day of \_\_\_\_\_, 2022.

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Kristine Scherer  
Clerk of Council

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Rick Danielson  
Council Chairman

**SUBMITTAL TO MAYOR**

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

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

**APPROVAL OF ORDINANCE**

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

\_\_\_\_\_  
**CLAY MADDEN, MAYOR**

**VETO OF ORDINANCE**

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

\_\_\_\_\_  
**CLAY MADDEN, MAYOR**

**RECEIPT FROM MAYOR**

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

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

**CERTIFICATE**

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

**WITNESS MY HAND** and the seal of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

AVENUE

# Liquor License Application

1. Liquor license to be issued to: Altitude Jump Park Mandeville, LLC
2. Legal name(s): Individual, Partners, or Corporation Jeremy James & Chris McGee - Altitude Jump Park Mandeville, LLC
3. Apply for: Class "A" ☒ Class "B" ☐ / High Content ☒ Low Content ☒ / Restaurant ☒ (restaurant inside jump park) ☐
4. Business location address: 619 N Causoway Blvd Mandeville, LA 70448
- Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone (504 \_\_\_\_\_) \_\_\_\_\_  
605-3699
5. Mailing address 7 Briar Hollow Covington, LA 70443
- Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
6. Contact Person Laura Barth Phone Number ( 504 \_\_\_\_\_ ) 605-3699
- E-Mail Address: laura@webreconsulting.com Fax Number ( \_\_\_\_\_ ) Web Address \_\_\_\_\_
7. Type of organization: ☐ Individual (Complete line A only) ☒ Partnership ☒ Corporation ☐ Non-Profit ☐ LLP ☐ LLC ☐ Other \_\_\_\_\_
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A. Jeremy James officer [REDACTED] 50%  
 Name Title SSN % Owned  
[REDACTED]  
 Resident Address City State Zip Home Phone Number

B. Chris McGee officer [REDACTED] 50%  
 Name Title SSN % Owned  
[REDACTED]  
 Resident Address City State Zip Home Phone Number

C. \_\_\_\_\_  
 Name Title SSN % Owned  
 Resident Address City State Zip Home Phone Number

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

Trade name	Owner's name	Address	Licensor #
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10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?  
 \_\_\_ NO \_\_\_\_\_. If yes: Name \_\_\_\_\_ Location: \_\_\_\_\_
11. Has applicant applied for state liquor license? \_\_\_ YES \_\_\_\_
12. Has the applicant ever been denied a state or local liquor license? \_\_\_ NO \_\_\_\_
13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO \_\_\_\_
14. Is applicant the owner of the premises to be occupied? \_\_\_ NO \_\_\_\_  
 If no, does applicant hold a bona fide written lease? \_\_\_ YES \_\_\_\_ (Supply copy of lease with application.)
15. If premises leased, give name and address of lesser. \_\_\_ Mandeville Retail Center, llc \_\_\_\_\_
16. Describe the part of the building to be occupied by business: \_\_\_ Suite 4 \_\_\_\_\_
17. Open date for this location \_\_\_ early-mid July \_\_\_\_\_
18. Describe in detail your business. i.e.: Type of sales, activity, or service you perform: \_\_\_ indoor jump park that will serve food and drinks. \_\_\_\_\_

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

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

Signature of Applicant \_\_\_\_\_ Title: Owner  
Signature of Preparer: Severin James Date: 7/15/22

Mandeville, LA Occupational License Application  
Schedule A  
c/o RDS  
9618 Jefferson Highway, Suite D #334  
Baton Rouge, LA 70809  
Phone 800-556-7274



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

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

1. Trade Name of Business Altitude Jump Park Mandeville
2. What is your name? Chris McGee
3. Residence address? [Redacted]
4. Date of Birth [Redacted] Place of Birth [Redacted] State [Redacted] Zip [Redacted]
5. Sex [Redacted] Race [Redacted] Driver License# [Redacted] State [Redacted]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? No
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? No
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? No
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? No
12. If married is husband or wife eligible for license? YES
13. Have you or your spouse any interest in an establishment holding a current liquor license? NO  
If so, list the following:

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

Name	Placed Used	Date
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**AFFIDAVIT**

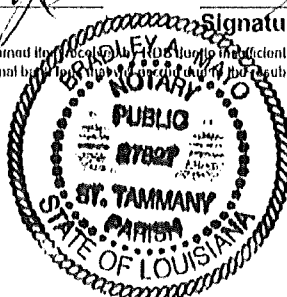
I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in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

Subscribed and sworn to me before this 15 day of July, 2022.

Notary Public

Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item (check) to RDS for insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. RDS is not responsible for any additional bank charges or fees incurred by the presenter upon resubmission of the returned item. Please see the full returned check policy at [www.foxds.com/txnavar/return-check-disclaimer](http://www.foxds.com/txnavar/return-check-disclaimer).





Mandeville, LA Occupational License Application  
Schedule A  
c/o RDS  
9618 Jefferson Highway, Suite D #334  
Baton Rouge, LA 70809  
Phone 800-556-7274

**RDS**  
revenue discovery systems



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

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

1. Trade Name of Business Altitude Jump Park Mandeville
2. What is your name? Jeremy James
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? Yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? No
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? No
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? No
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? No
12. If married is husband or wife eligible for license? Yes
13. Have you or your spouse any interest in an establishment holding a current liquor license? No  
If so, list the following:

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

Name	Placed Used	Date
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**AFFIDAVIT**

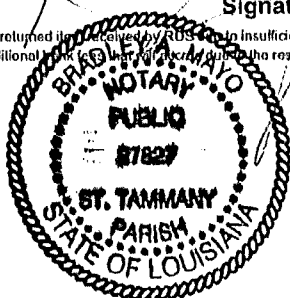
I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in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

Subscribed and sworn to me before this 15 day of July, 20 22.

Notary Public

Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item controlled by RDS in insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. RDS is not responsible for any additional bank fees or charges resulting from the resubmission of the returned item. Please see the full returned check policy at [www.rdvds.com/taxpayer/return-check-disclaimer](http://www.rdvds.com/taxpayer/return-check-disclaimer).



ST. TAMMANY  
FARMER

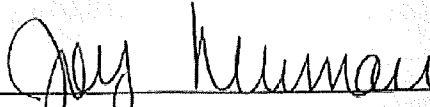
STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

The hereto attached notice  
was published in

ST. TAMMANY FARMER,  
a weekly newspaper of general  
circulation within the Parish of  
St. Tammany, in the  
following issues:

07/06/22



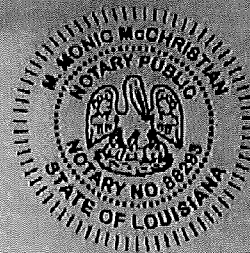
Jay Newman, Public Notices Representative

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

7/6/22



M. Monic McChristian,  
Notary Public ID# 88293  
State of Louisiana  
My Commission Expires: Indefinite



WEBRE CONSULTING

83547

2131 Blenville St  
New Orleans, LA 701133315

**PUBLIC NOTICE**

Altitude Jump Park  
Mandeville, LLC  
dba Altitude Jump  
Park is applying to  
the Office of Alco-  
hol & Tobacco Con-  
trol of the State of  
Louisiana for a per-  
mit to sell beverages  
of high and low al-  
cohol content at re-  
tail in the Parish of  
St. Tammany at 619  
N. Causeway Man-  
deville, LA 70448.  
Altitude Jump Park  
Mandeville, LLC  
members: Chris  
McGee, Jeremy  
James.

83547-JULY6-1T

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

**RESOLUTION NO. 22-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND GREENLEAF LAWSON ARCHITECTS, APAC. AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the Professional Services Agreement with Greenleaf Lawson Architects, APAC ("Greenleaf"), through which Greenleaf provides professional architectural services to the City and has been in effect since December 16, 2021; and

**WHEREAS**, the December 2021 Professional Services 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. 1 to the Professional Services Agreement, which is also attached hereto; and

**WHEREAS**, since the execution of the Professional Services Agreement, there have been significant increases in construction costs, and as a result, Greenleaf at the direction of the City was asked to adjust the budget to include a scope of work which would total a \$6,500,000.00 cost, but separate out the Renovation to the Existing Building as an Alternate, giving the City and the Council the option to accept a base bid, or a base bid with an alternate;

**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 Professional Services Agreement with Greenleaf as set forth in Amendment No. 1 to the Professional Services Agreement to address the needs of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

# **AIA**® Document G802™ – 2017

## ***Amendment to the Professional Services Agreement***

**PROJECT:** *(name and address)*  
City of Mandeville, Mandeville City  
Hall Renovations

**AGREEMENT INFORMATION:**  
Date: 12/10/2021

**AMENDMENT INFORMATION:**  
Amendment Number: 001

Date: 07/18/2022

**OWNER:** *(name and address)*  
City of Mandeville, Mandeville City  
Hall Renovations

**ARCHITECT:** *(name and address)*  
Greenleaf Lawson Architects / Greenleaf  
Architects

The Owner and Architect amend the Agreement as follows:

The Architect (Name, Legal Status, Address, and other information) shall be updated from:  
Greenleaf Lawson Architects, APAC  
404 E Gibson Street, Suite 1  
Covington, LA 70433  
Telephone Number: 985.778.2080

The Architect (Name, Legal Status, Address, and other information) shall be updated to:  
Greenleaf Architects, APAC  
404 E Gibson Street, Suite 1  
Covington, LA 70433  
Telephone Number: 985.778.2080

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Section §1.1.3 is as follows:

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

A budget will be established after the program and initial designs have been completed. To establish a budget for billing purposes prior to the establishment of an accurate Scope of Work, The architect shall bill on an initial budget of \$4,000,000 for the renovations and additions to City Hall.

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

Replace Section §1.1.3 as follows:

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

A budget will be established after the program and initial designs have been completed. To establish a budget for billing purposes prior to the establishment of an accurate Scope of Work, The architect shall bill on an initial budget of +/- \$6,500,000 for the renovations and additions to City Hall. The new budget will be the sum of a base bid of +/- \$4,500,000 and an Alternate #1 of +/- \$2,000,000.

The base bid to be the Council Chambers Expansion. We have valued this at +/- \$4,500,000. This includes the following.

- New Council Chambers to seat 112+ people.
- New Council Office Suite area with Conference Room, Council Clerk office, Restrooms and Storage.
- New Lobby and secure entrances to the Chambers and the existing City Hall.
- Minor Renovations to the existing city hall to address current Building Code Violations and conversion of the existing Council Chambers to staff offices. (Should Alternate 1 below not be accepted)
- Expanded Parking and Sitework.

Alternate #1 to be the full renovation to the existing building which includes the Asbestos Remediation. We have valued this at +/- \$2,000,000. This includes the following.

- Complete removal of all Asbestos Containing Materials.
- Removal of all non-structural walls and building elements.
- Complete and Custom Renovation to the existing floorplate with offices, conference rooms secure reception desks, and a more efficient layout to allow for growth of the city staff.
- All new Building HVAC with up-to-date control systems.

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

Original Section §11.1.2 is as follows:

Percentage Basis

(Insert percentage value)

«Nine and five thousand six hundred ninety-three ten-thousandths» (9.5693) % of the Owner's budget for the Cost of the Work, equaling three hundred eighty-two thousand seven hundred seventy-four dollars (382,774.00) as calculated in accordance with Section 11.6.

Replace Section §11.1.2 as follows:

Percentage Basis

(Insert percentage value)

«Nine and two thousand four hundred twenty-seven ten-thousandths» (9.2427) % of the Owner's budget for the Cost of the Work, equaling six hundred thousand seven hundred seventy-six dollars (600,776.00) as calculated in accordance with Section 11.6.

Schedule Adjustment:

No change to section § 1.1.4

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**SIGNATURES:**

Greenleaf Lawson Architects /  
Greenleaf Architects

\_\_\_\_\_  
ARCHITECT (Firm name)

City of Mandeville, Mandeville City  
Hall Renovations

\_\_\_\_\_  
OWNER (Firm name)

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

RESOLUTION NO. 22-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
A DEBRIS MONITORING CONTRACT BETWEEN THE CITY OF MANDEVILLE  
AND TETRA TECH, INC. AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into standby debris monitoring contract with Tetra Tech, Inc. for professional debris monitoring services in the event of a hurricane or other emergency condition; 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 debris monitoring contract with Tetra Tech, Inc. 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

# DEBRIS MONITORING CONTRACT

BETWEEN

THE CITY OF MANDEVILLE

AND

TETRA TECH, INC.

THIS AGREEMENT is entered into by and between the City of Mandeville (herein after referred to as “City”) and TETRA TECH, INC. represented by Jonathan Burgiel (hereinafter referred to as the “Contractor”). The City and Contractor may be collectively referred to as the “Parties”. This Agreement is effective as of the date of execution by the City (“Effective date”).

## RECITALS

WHEREAS that on or about September 9, 2021, the City issued a Request for Proposal (the “RFP”) for a contractor to provide **DEBRIS MONITORING SERVICES** to City in connection with the debris collection, removal and disposal process following a disaster or emergency.

WHEREAS, in response, the Contractor submitted a proposal to provide those services stated in the Scope of Work in the RFP. A copy of which is attached hereto as Exhibit A. The City accepted the Contractor’s proposal.

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

## ARTICLE I – OBLIGATIONS OF THE CONTRACTOR

The purpose of this contract is to provide post-disaster debris monitoring services to monitor the collection, removal and disposal of debris resulting from any disaster/emergency which may affect the City during the term of this contract. This contract shall be activated at the sole discretion of the Mayor. Upon activation, the Contractor shall provide the following services:

- 1.1 Within 24 hours upon receiving the Notice to Proceed (NTP) from the City, Contractor shall conduct a preliminary assessment with the City’s debris collection and hauling contractor and the City’s Designated Agent to determine types and amount of debris to be collected.
- 1.2 Mobilize sufficient trained personnel to support the collection and haul contractor based upon the aforementioned assessment.
- 1.3 Scheduling work for contractor personnel on a daily basis
- 1.4 Monitor debris collection and haul contractor operations through the entire collection and disposal cycle to ensure compliance with federal regulations and FEMA policy to include but not limited to determination of debris eligibility, truck certification, permits for TDSRS/DMS,



creation and entering of electronic load tickets, preparation of documentation acceptable to FEMA.

- 1.5 Reconcile and validate debris collection contractor's invoices prior to submission to City.
- 1.6 Develop daily operational reports, maps, GIS applications as required by the City.
- 1.7 Provide videos evidencing daily activities and areas of debris removal.
- 1.8 Making recommendations to improve debris removal operations.
- 1.9 Assisting City in responding to inquiries from City officials and citizens.
- 1.10 Assist City in providing information requested by FEMA and GOHSEP.
- 1.11 Coordinate all activities with and take direction from the City's Designated Agent
- 1.12 Attend the annual hurricane preparation workshop sponsored the City on or about May 1<sup>st</sup> of each year.

While not all tasks can be stated nor can all tasks be anticipated, the City reserves the right to assign Contractor with any task which is required to provide services to the City which are required to meet the needs of the City as stated in this Statement of Services.

## ARTICLE II – OBLIGATIONS OF THE CITY

The City shall:

- 2.1 Appoint a City Designated Agent (CDA) who shall serve as the primary point of contact (POC) for the Contractor for all issues that shall arise during the term of this contract and who shall provide direction to Contractor. For this contract, the CDA shall be the Director of Public Works.
- 2.2 The CDA shall respond to all communication by Contractor and Contractor's team members in a timely manner.
- 2.3 Provide Contractor personnel with access to any required records relating to FEMA grants and access to the City personnel who may have knowledge necessary for Contractor personnel to address Contractor's statement of services.
- 2.4 The City personnel shall fully cooperate with Contractor in connection with Contractor's statement of work in this Agreement.
- 2.5 Not authorize its officers or employees to request or instruct Contractor to perform any work beyond the statement of services or duration stated in this Agreement or to offer or promise the Contractor additional funding in excess of the maximum amount payable established in this Agreement.

## ARTICLE III – TERMS OF THE AGREEMENT

- 3.1 This Agreement shall commence on the \_\_\_\_ day of July 2022 and shall terminate on the \_\_\_\_ day of July 2025 (three years). The City may exercise the option to extend this Agreement in one-year increments for a period of two one-year renewals for a maximum contract period of five years.

- 3.2 The contract is a standby contract to be activated upon the sole discretion of the Mayor in response to any disaster or emergency which may affect the City.
- 3.3 Contractor is required to attend the annual emergency management exercise conducted by the City prior to the hurricane season.
- 3.4 This Agreement shall not exceed the following amounts based upon the stated circumstances: The amount of \$1,000,000.00 for every 12-month cycle of this contract. The first cycle shall commence on the \_\_\_\_ day of July, 2022 and end on the \_\_\_\_ day of July, 2023, followed thereafter by each 12 month cycle.
- 3.5 The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, and are incorporated into this Agreement as if copied herein in their entirety. These documents consist of the following: the Agreement; Insurance Requirements and Certificates; all documents included in the Request for Proposals and addenda; all documents submitted as part of the Response package from Contractor; all applicable provisions of State and Federal law; any Modification, including Change Orders, duly delivered after the execution of the Agreement; and Task Orders, as they are completed.
- 3.6 The Contractor shall provide the following positions at the aforementioned hourly rates during the term of this contract. The stated hourly rates are inclusive of all costs including profit, overhead, personnel, equipment, transportation, lodging, meals and per diem.

POSITION	HOURLY RATE
Project Manager	\$59.00
Field Supervisor	\$40.00
Debris Monitors	\$33.00
Dump Site/Tower Monitors	\$33.00
Billing/Invoice Analyst	\$45.00

#### ARTICLE IV – PAYMENTS TO CONTRACTOR

- 4.1 Payments to Contractor: For services performed, the City shall make payment to Contractor no later than 60 days from the date Contractor submits invoice covering the previous month's activities. However, during a declared emergency, payment shall be made no later than 60 days from the date the Contractor submits invoice covering previous month's activities.
- 4.2 Documents required for payment: Contractor shall provide reconciled and audited daily time sheets of the removal and haul contractor. Contractor shall provide daily time sheets of its personnel subject to audit by City. All submitted daily time sheets shall be in a format and contain the information required by FEMA's Public Assistance program.
- 4.3 Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds received from this Agreement shall be the Contractor's obligation under federal tax

identification number [REDACTED]

## ARTICLE V – INSURANCE

- 5.1 The Contractor shall secure and maintain at its expense such insurance that will protect it and the City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the City and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to the City, in writing, on all of the required coverage provided to the City. All policies and notices should name the Contractor and the City. The Contractor shall make its policies available for review and examination by the City as may be reasonably requested.
- 5.2 All policies must provide for and certificates of insurance must contain the following:
- 5.2.1 Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the City, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. Policy endorsements required for all coverages.
- 5.2.2 Additional Insured: The City, its Officers, Agents, Employees and Volunteers shall be named as additional named insured with respect to general liability, automobile liability, excess liability, pollution/environmental liability coverage, and marine liability. Policy endorsements required.
- 5.2.3 Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of the City by referencing same on the face of the Certificate(s) of Insurance issued.
- 5.2.4 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy.
- 5.2.5 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding \$100,000 must be approved by the City's Finance Director. The City may require Contractor to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the City assumes no liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The City shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate.

5.2.6 Project Reference: The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance.

5.3 The Contractor shall provide at its own expense, proof of the following insurance coverage required by the Contract to the City by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, Category VII.

5.3.1 Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence with a General Aggregate limit of at least \$2,000,000 per project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:

5.3.1.1 Premises - operations;

5.3.1.2 Broad form contractual liability;

5.3.1.3 Products and completed operations;

5.3.1.4 Personal Injury;

5.3.1.5 Broad form property damage;

5.3.1.6 Explosion, collapse and underground coverage.

5.3.2 Business Automobile Liability insurance with a minimum Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage. This insurance shall provide coverage for the following:

5.3.2.1 Any automobiles; or

5.3.2.2 Owned automobiles; and

5.3.2.3 Hired automobiles;

5.3.2.4 Non-owned automobiles;

5.3.2.5 Uninsured motorist.

5.3.2.6 MCS-90 and CA9948 Endorsements Required

5.3.3 Workers' Compensation/Employers Liability Insurance: workers compensation as statutorily required; employers liability coverage shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate and when water activities are expected to be performed in connection with this project, coverage shall include USL&H, Jones Act, and/or Maritime Employers Liability. *Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*

5.3.4 Excess/Umbrella Liability shall be furnished by Contractor with limits of at least equal to \$3,000,000 per occurrence on a follow form basis, for all liability coverages set forth above except for the OPL/OCP. *(For example: if the General Liability is \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)*

5.3.5 Pollution and Environmental Liability insurance in the minimum amount of

\$1,000,000 per occurrence, \$2,000,000 including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of Contractor services in relation to the work. And the policy will offer an extended discovery clause of at least three years. If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 2 years after work is accepted as complete by the property owner of this contract is terminated. Evidence of this coverage will not be required unless both of the following are met:

- (a) Contractor receives Notice to Proceed to perform services under this contract; and
- (b) it has been identified that services performed under this contract will include such exposures.

5.3.6 Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming City as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence \$2,000,000 aggregate for projects less than \$5,000,000; limits for any project valued over \$5,000,000 shall be set by the Finance Dept. The policy limit is subject to be increased when the total value of the contract increases. The policy and all endorsements shall be addressed to City of Mandeville, 3101 E. Causeway Approach, Mandeville, LA 70448.

- 5.4 All policies of insurance shall meet the requirements of the City prior to the commencing of any work. The City has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the City as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall promptly obtain a new policy, timely submit same to the City for approval and submit a certificate thereof as provided above. The City agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that the City cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by the City. In the event that the second submission is insufficient or is not approved, then the City shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.
- 5.5 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements

be construed to conflict with the obligation of the Contractor concerning indemnification.

- 5.6 Contractor shall maintain a current copy of all annual insurance policies and provide same to City on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the City with annual renewal certificates of insurance evidencing continued coverage, without any prompting from the City.
- 5.7 It shall be the responsibility of Contractor to require that these insurance requirements are met by all sub-Contractors performing work for and on behalf of the Contractor. Contractor shall further ensure City is named as additional insured on all insurance policies provided by said Contractor and/or sub-Contractor throughout the duration of the project.
- 5.8 Certificates of Insurance (form ACORD 25 (2014/1) or newer) shall be issued as follows:  
CERTIFICATE HOLDER:

City of Mandeville, Its Officers, Agents, Employees and Volunteers  
3101 E. Causeway Approach  
Mandeville, LA 70448  
Project/Contract Name and/or Number

Certificates may be sent via email to: [xxxxxx@cityofmandeville.com](mailto:xxxxxx@cityofmandeville.com)

**\*NOTICE: City reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

#### ARTICLE VI – FEDERALLY REQUIRED PROVISIONS

Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the following provisions:

- 6.1 In the event the City determines that Contractor is in breach of this Agreement, the City and Contractor shall take the following actions:
  - a. Notify Contractor in writing that Contractor is in breach of this Agreement; and
  - b. Provide Contractor with detailed, specific reasons of the basis in which the City is determined to be in breach of the Agreement.
  - c. Should Contractor disagree with the finding by the City, Contractor has 10 calendar days to file an opposition to the City's determination of a breach, providing a specific answer to each of the City's allegations. Said answer should include facts, the application of law, regulations and FEMA policy and supporting evidence such as documents, photographs and statements from witnesses.
  - d. The matter shall be heard by a three-person panel appointed by the Mayor of the City and the rules of arbitration shall apply to the hearing. If the matter entails technical

issues, i.e. construction, the Mayor shall ensure that the individuals appointed to the panel have the proper skill set to understand the issues and provide an unbiased opinion.

- e. If the opinion of the panel is not in favor of the Contractor, the Contractor has 30 days to abandon the projects and will be due all amounts for which the Contractor earned, less any damages claimed by the City for the breach. In the event the Contractor does not appeal to the Mayor, the 30-day time period applies from the date the Contractor received the Notice of Breach.

6.1.1 The above procedure does not interfere or modify in any way, the right of either the Contractor or the City to seek remedy in the 22nd Judicial District for St. Tammany Parish regarding the alleged actions by the Contractor which resulted in the Notification of the Breach or by the Contractor for an improper finding of breach by the the City.

6.1.2 The above procedure does not limit the Parties to settling any such disagreement in an amicable fashion to include terminating the Agreement for convenience.

6.2 The Parties may terminate the Agreement for Cause.

6.2.1 The City may terminate this Agreement for cause once the Contractor has been found to be in breach of this Agreement in accordance with the procedures stated under Section 6.1.

6.2.2 Contractor may terminate this Agreement after giving the City notice that it is in violation of its obligations as outlined in Article II of this Agreement and the City fails to remedy the matter within 30 days of notification.

6.2.3 Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause.

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

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

6.4 Contractor must comply with the Equal Employment Opportunity Act  
During the performance of this Agreement, the contractor agrees as follows:

6.4.1 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.

- 6.4.2 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.
- 6.4.3 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.
- 6.4.4 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.
- 6.4.5 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.
- 6.4.6 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.
- 6.4.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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.

6.4.8 The Contractor will include the portion of the sentence immediately preceding paragraph 6.4.1 and the provisions of paragraphs 6.4.1 through 6.4.8 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.

6.4.9 The Contractor further agrees that it 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 applicant 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 Agreement.

6.4.9.1 The Contractor agrees that it 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 it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

6.4.9.2 The Contractor further agrees that it 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 applicant agrees that if it 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.

- 6.5 Contractor must comply with the Contract Work Hours and Safety Standards Act.
- 6.5.1 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.
- 6.5.2 In the event of any violation of the clause set forth in Section 6.5.1 of this Agreement, the contractor and any subcontractor responsible therefore 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 paragraph (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 paragraph (b)(1) of this section.
- 6.5.3 Withholding for unpaid wages and liquidated damages. FEMA 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.
- 6.5.4 The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 6.5.1 through 6.5.4 of this Agreement 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 Section 6.5.
- 6.6 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.

- 6.6.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 6.6.2 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.
- 6.7 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. 1251 et seq.
  - 6.7.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - 6.7.2 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.
- 6.8 This Agreement 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).
  - 6.8.1 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.
  - 6.8.2 This certification is a material representation of fact relied upon by the City. 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 the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 6.8.3 The Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 6.9 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 awarding agency.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

- 6.11 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired for the following:
- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- 6.11.1 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 6.11.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”.
- 6.12 The Contractor is prohibited from contracting for covered telecommunications equipment or services as follows:
- (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.

- 6.13 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.

- 6.14 The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City, 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.

- 6.15 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.

- 6.16 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, policy and executive orders as it relates to any presidentially declared event.

- 6.17 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.
- 6.18 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 Agreement.
- 6.18.1 Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
- 6.18.2 Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 6.18.3 Contractor shall retain all required records for a period of at least three years after receipt of final payment by the City.
- 6.19 Contractor shall take all affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible. These steps are also required for the hiring of any subcontractors under this contract.
- 6.19.1 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.
- 6.20 The Contractor grants to the City, 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 City 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 City 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 City.

## ARTICLE VII – ADDITIONAL CONTRACT PROVISIONS

In addition to the contract provisions required by FEMA as outlined in Article VI, the following provisions are made part of this Agreement.

7.1 The following access to records requirements apply to this Agreement:

7.1.1 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7.2 The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. These changes must be made in compliance with federal, state and local law, regulations and policy.

## ARTICLE VIII ALLOCATION OF RISK

8.1 The Proposer shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Proposer, its employees, representatives, and sub-contractors in the performance of any and all work performed under a contract awarded under this RFP and additionally from any claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by any regulatory authority. Payment to contractor shall be held for each incident wherein a damage claim has been received or damage has been confirmed by the City until such time that the claim has been settled.

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

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

harmless agreement shall be part of the contract awarded through this RFP.

Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as The City shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) City's unauthorized modification or alteration of a Product, Material, or Service; (ii) City's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) City's use in other than the specified operating conditions and environment.

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

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

## ARTICLE IX - OTHER TERMS AND CONDITIONS

- 9.1 The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City 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 the City 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 the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the City 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 City which affects generally its governmental operations.
- 9.1.2 In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City'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 the City 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 Agreement that the Contractor, acting as an independent agent, nor anyone employed by or on behalf of Contractor, shall receive any sick and annual leave benefits from the City.
- 9.6 . 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.
- 9.7 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.

- 9.8 All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 9.9 Non-enforcement of any provision of this Agreement by the City shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 9.10 The City and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City 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.
  - 9.10.1 Neither the City 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.
  - 9.10.2 Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the City or Contractor to any the City, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them unless expressly provided otherwise in this Agreement.
  - 9.10.3 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.
- 9.11 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and hand delivered personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

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

**WITNESSES SIGNATURES:**

\_\_\_\_\_

\_\_\_\_\_

**CITY REPRESENTATIVE SIGNATURE:**

By: \_\_\_\_\_  
Clay Madden

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of July, 2022, and  
IN WITNESS WHEREOF, the parties have executed this Agreement.

**WITNESSES'S SIGNATURES:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_  
Jonathan Burgiel

Title: Business Unit President  
Address: 748 Main Street, Suite B  
Baton Rouge, LA 70802



DRAFT

# AIA® Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
City of Mandeville, Mandeville City  
Hall Renovations

**AGREEMENT INFORMATION:**  
Date: 12/10/2021

**AMENDMENT INFORMATION:**  
Amendment Number: 001

Date: 07/18/2022

**OWNER:** *(name and address)*  
City of Mandeville, Mandeville City  
Hall Renovations

**ARCHITECT:** *(name and address)*  
Greenleaf Lawson Architects /  
Greenleaf Architects

The Owner and Architect amend the Agreement as follows:

The Architect (Name, Legal Status, Address, and other information) shall be updated from:  
Greenleaf Lawson Architects, APAC  
404 E Gibson Street, Suite 1  
Covington, LA 70433  
Telephone Number: 985.778.2080

The Architect (Name, Legal Status, Address, and other information) shall be updated to:  
Greenleaf Architects, APAC  
404 E Gibson Street, Suite 1  
Covington, LA 70433  
Telephone Number: 985.778.2080

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Section §1.1.3 is as follows:

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

A budget will be established after the program and initial designs have been completed. To establish a budget for billing purposes prior to the establishment of an accurate Scope of Work, The architect shall bill on an initial budget of \$4,000,000 for the renovations and additions to City Hall.

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

Replace Section §1.1.3 as follows:

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

A budget will be established after the program and initial designs have been completed. To establish a budget for billing purposes prior to the establishment of an accurate Scope of Work, The architect shall bill on an initial budget of +/- \$6,500,000 for the renovations and additions to City Hall. The new budget will be the sum of a base bid of +/- \$4,500,000 and an Alternate #1 of +/- \$2,000,000.

The base bid to be the Council Chambers Expansion. We have valued this at +/- \$4,500,000. This includes the following.





- New Council Chambers to seat 112+ people.
- New Council Office Suite area with Conference Room, Council Clerk office, Restrooms and Storage.
- New Lobby and secure entrances to the Chambers and the existing City Hall.
- Minor Renovations to the existing city hall to address current Building Code Violations and conversion of the existing Council Chambers to staff offices. (Should Alternate 1 below not be accepted)
- Expanded Parking and Sitework.

Alternate #1 to be the full renovation to the existing building which includes the Asbestos Remediation. We have valued this at +/- \$2,000,000. This includes the following.

- Complete removal of all Asbestos Containing Materials.
- Removal of all non-structural walls and building elements.
- Complete and Custom Renovation to the existing floorplate with offices, conference rooms secure reception desks, and a more efficient layout to allow for growth of the city staff.
- All new Building HVAC with up-to-date control systems.

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

Original Section §11.1.2 is as follows:

Percentage Basis

(Insert percentage value)

«Nine and five thousand six hundred ninety-three ten-thousandths» (9.5693) % of the Owner's budget for the Cost of the Work, equaling three hundred eighty-two thousand seven hundred seventy-four dollars (382,774.00) as calculated in accordance with Section 11.6.

Replace Section §11.1.2 as follows:

Percentage Basis

(Insert percentage value)

«Nine and two thousand four hundred twenty-seven ten-thousandths» (9.2427) % of the Owner's budget for the Cost of the Work, equaling six hundred thousand seven hundred seventy-six dollars (600,776.00) as calculated in accordance with Section 11.6.

Schedule Adjustment:

No change to section § 1.1.4

#### SIGNATURES:

Greenleaf Lawson Architects /  
Greenleaf Architects

ARCHITECT (Firm name)

City of Mandeville, Mandeville City  
Hall Renovations

OWNER (Firm name)

SIGNATURE  
Justin Greenleaf, President,  
Owner  
PRINTED NAME AND TITLE  
07/06/2022  
DATE

SIGNATURE  
Clay Madden, Mayor  
PRINTED NAME AND TITLE  
DATE



**WITNESSES'S SIGNATURES:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_  
Jonathan Burgiel

Title: Business Unit President  
Address: 748 Main Street, Suite B  
Baton Rouge, LA 70802

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

**RESOLUTION NO. 22-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
ACCEPTING THE BIDS FOR THE WASTEWATER TREATMENT PLANT  
SLUDGE REMOVAL CONTRACT, CITY PROJECT NO. 212.21.020 AND  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE  
APPARENT LOW BIDDER SYNAGRO SOUTH, LLC AND PROVIDING FOR  
OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City of Mandeville advertised for bids for the 2022 Wastewater Treatment Plant Sludge Removal Contract, City Project No. 212.21.020. The project consists of removal and disposal of biosolids from the 3 cell treatment facility, including dewatering the biosolids and hauling the biosolids to an offsite location for dumping; and

**WHEREAS** the City received four (4) bids for the Wastewater Treatment Sludge Removal Contract. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

**WHEREAS** Curtis Engineering Services, LLC, as the design professional, has reviewed the bid on the above referenced project. The low bidder was Synagro South, LLC (La. Lic. #37913). Based upon the Revised Statutes that the City operates under, Curtis Engineering Services, LLC recommends awarding the contract to Synagro South, LLC; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mandeville in regular session assembled on the \_\_\_\_th day of July 2022 acting pursuant to the recommendation of Curtis Engineering Services, LLC that the base bid in the amount of \$1,406,175.00 be accepted from Synagro South, LLC.

**BE IT FURTHER RESOLVED** that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and Synagro South, LLC, attached hereto and made a part of this resolution hereto.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this \_\_\_\_the day of July 2022.

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

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

# CURTIS ENGINEERING SERVICES, LLC

ENGINEERING – WATER/WASTEWATER TESTING – CONSULTING – OPERATION

LAPELS # EF6809 – PE 43242 – LAB CERTIFICATION # 01984

185 BELLE TERRE BLVD.  
SUITE D  
LAPLACE, LA 70068

PH: 985-653-0000  
FX: 985-653-0001  
CL: 504-559-2106

TF: 888-653-0008  
EM: [david.curtis@curtislab.com](mailto:david.curtis@curtislab.com)  
[accounting@curtislab.com](mailto:accounting@curtislab.com)



July 6, 2022

Ms. RuthAnn Chadwick  
Purchasing Agent  
City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

RE: **Wastewater Treatment Plant Sludge Removal**  
City of Mandeville  
Mandeville Project No. 212.21.020  
CES Project No. 2021-02

Dear Ms. Chadwick,

Please find enclosed a copy of the Bid Forms, Bid Summary, and Bid Tabulation for bids received today for the above referenced project. Our office will retain the original bids for inclusion in the contract documents. Based on our review of the bids submitted, CES recommends awarding the contract for the above-mentioned project to the low bidder, Synagro South, LLC, in the amount of \$1,406,175.00.

Should you have any questions, or need any additional information, please do not hesitate to contact me at 985-653-0000.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Curtis', with a large, stylized flourish at the end.

David Curtis, P.E.

Enclosures

cc: File No. 2021-02



**City of Mandeville**  
L O U I S I A N A

**BID SUMMARY**  
WASTEWATER TREATMENT PLANT SLUDGE REMOVAL  
CITY OF MANDEVILLE  
MANDEVILLE PROJECT NO. 212.21.020  
CES PROJECT NO. 2021-02  
BID DATE: WEDNESDAY, JULY 6, 2022  
BID TIME: 11:00 A.M.  
ENGINEER'S CONSTRUCTION COST ESTIMATE: \$1,368,980.00

CONTRACTOR	CONTRACTOR LICENSE NO.	BASE BID	BID BOND	ADDENDUM NO. 1 (6/21/22)	ADDENDUM NO. 2 (6/30/22)	ADDENDUM NO. 3 (6/30/22)
Synagro South, LLC	37913	\$1,406,175.00	YES	YES	YES	YES
Denali Water Solutions, LLC	59002	\$1,761,006.40	YES	YES	YES	YES
TEH Enterprise, LLC	56590	\$2,750,155.00	YES	YES	YES	YES
Merrell Bros. Inc.	56498	\$2,578,245.00	YES	YES	YES	YES

I hereby certify that this Bid Summary is a true and accurate tabulation of the Bids received.

I hereby certify that Bids were received sealed, and were opened in our presence.



**City of Mandeville**  
L O U I S I A N A

**BID TABULATION**  
**WASTEWATER TREATMENT PLANT SLUDGE REMOVAL**  
**CITY OF MANDEVILLE**  
**MANDEVILLE PROJECT NO. 212.21.020**  
**CES PROJECT NO. 2021-02**  
**BID DATE: JULY 6, 2022**

ITEM NO.	QTY.	UNIT	DESCRIPTION OF ITEM	SYNAGRO		DENALI WATER SOLUTIONS, LLC		MERRELL BROS., INC.		TEH ENTERPRISE, LLC	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2.813	TON	BIOSOLIDS REMOVAL AND DISPOSAL	\$ 475.00	\$ 1,336,175.00	\$ 612.80	\$ 1,723,806.40	\$ 865.00	\$ 2,433,245.00	\$ 935.00	\$ 2,630,155.00
2	1	LS	MOBILIZATION	\$ 70,000.00	\$ 70,000.00	\$ 37,200.00	\$ 37,200.00	\$ 145,000.00	\$ 145,000.00	\$ 120,000.00	\$ 120,000.00
TOTAL BASE BID				\$1,406,175.00		\$1,761,006.40		\$2,578,245.00		\$2,750,155.00	

## SECTION 00520 AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_ City of Mandeville \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removal and disposal of biosolids from the 3 cell treatment facility. The Work may include but is not limited to removal and disposal of biosolids, dewatering the biosolids, and hauling of the biosolids to an offsite location for dumping. The total value of this contract (combined value of task orders, if any) will not exceed \$3,000,000. No minimum value is guaranteed.

### ARTICLE 2 – TASK ORDERS

- 2.01 The Work under the Contract Documents include the whole or only a part of the quantities estimated on the Unit Prices Bid Table based on the overall dry tons removed from the facility within the City’s budget. There are no individual task orders for this project.

### ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Curtis Environmental Services, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

#### 4.01 *Contract Duration*

- A. The agreement will expire at the final payment for the final request for payment issued within 180 calendar days of this agreement’s effective date, or on the 180 day anniversary of the agreement effective date, whichever is later, no additional work may be issued after the 180-day anniversary of the agreement’s effective date, without a request for additional contract time approved by the City of Mandeville.

#### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before the date specified in the contract, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the date specified in the contract.



#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with Contract Times in Paragraph 4.02 above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:
1. Extended architectural and/or engineering fees \$265.00/day;
  2. Extended Resident Project Representative fees \$421.00/day;
  3. Extended construction management fees \$322.00/day;
  4. Extended OWNER'S overhead and personnel expenses \$265.00/day; and
  5. Owner's other costs directly related to the delay in completion beyond the Contract Times.

Contractor agrees and consents that the additional liquidated damages may be deducted from progress payments payable to Contractor pursuant to the Contract Documents and that the Contractor shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unity price (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed under each task order.
  - B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. Retainage: 10%    Contracts \$0 - \$499,999  
                  5%    Contracts \$500,000 and over
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed as applicable, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.
- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by the Engineer.

### **ARTICLE 7 – RESERVED.**

### **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
  - E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-9, inclusive).
  - 2. Performance bond (pages 00610-1 to 00610-2, inclusive).
  - 3. Payment bond (pages 00610-3 to 00610-5, inclusive).
  - 4. General Conditions (pages 00700-1 to 00700-61, inclusive).
  - 5. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Typical detail drawings with each sheet bearing the following general title: See plans.
  - 8. Addenda
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

### **10.03 *Successors and Assigns***

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

#### 10.07 *Governing Law, Venue, and Attorney's Fees*

- A. This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. In the event of dispute hereunder, all matters shall be exclusively heard in the 22nd Judicial District Court, St. Tammany Parish, Louisiana with the prevailing party being entitled to the recovery of reasonable attorney's fees and costs from the non prevailing party after final and non-appealable judgment.

#### 10.08 *Fiscal Funding*

- A. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City of Mandeville. If the City fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by any means provided in the appropriations act, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal

proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.10 *Taxes and Licenses*

- A. Contractor shall be responsible for all taxes arising out of or related to this Contract and obtain all licenses and permits necessary for the performance of this Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Mandeville

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

Title: Mayor

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

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

Address for giving notices:

Curtis Environmental Services, Inc.

185 Belle Terre Blvd.

LaPlace, La 70068

CONTRACTOR

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

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

\_\_\_\_\_



**THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_ AND SECONDED UPON INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_**

**ORDINANCE NO. 22- 20**

**AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2022 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2).**

**SECTION 1.** That a special tax of 6.48 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all of said property for the year 2022 for the purpose of paying general maintenance and operations of the City of Mandeville (**Tracking No. 5050001**).

**SECTION 2.** That a special tax of 5.08 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2022 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050002**).

**SECTION 3.** That a special tax of 3.38 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2022 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050008**).

**SECTION 4.** That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2022 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

AYES:0  
NAYS:0  
ABSTENTIONS:0  
ABSENT:

and the Ordinance was declared adopted this \_\_\_th day of August, 2022

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Kristine Scherer  
Clerk of Council

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Rick Danielson  
Council Chairman

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY  
COUNCIL MEMBER \_\_\_\_\_ SECONDED FOR INTRODUCTION BY COUNCIL  
MEMBER \_\_\_\_\_.**

**ORDINANCE NO.22-21**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO  
AUTHORIZE THE EXECUTION OF AN ACT OF SERVITUDE OF PASSAGE BY THE  
CITY OF MANDEVILLE IN FAVOR OF MJJ&B PROPERTIES, LLC AND AN ACT OF  
SERVITUDE OF PASSAGE BY THE CITY OF MANDEVILLE IN FAVOR OF EAST  
CAUSEWAY DEVELOPMENT GROUP, LLC

**WHEREAS**, multiple properties located on East Causeway Approach have their egress to East Causeway Approach blocked due to a one-way extension road leading to Magnolia Ridge Drive which prohibits access to the westbound side of East Causeway Approach.

**WHEREAS**, in the past the City of Mandeville has permitted these properties to access Massena Street through egress across the rear exit of the Paul Spitzfaden Community Center located at 3090 E. Causeway Approach, Mandeville, LA 70448.

**WHEREAS**, the City of Mandeville wishes to formally grant a servitude of passage to these properties with certain conditions, affirmations, assumptions, and responsibilities set forth in a formal Act of Servitude of Passage which will protect the City from liabilities that may arise from the continued use of the City property for egress and also allow the City to possibly acquire certain affected property should it be listed for sale and should it be in the best interest of the City of Mandeville.

**NOW, THEREFORE, BE IT ORDAINED**, that the City Council of the City of Mandeville in regular session convened that the City of Mandeville does hereby authorize the Act of Servitude of Passage to be granted by the City of Mandeville in favor of each of the current owners of the lots affected and across the City of Mandeville property more particularly described as follows, to wit:

LOT 73 lies within the Squares bounded by East Causeway Approach, Galvez Street, Monroe Street and Massena Street. From the Northwest corner of Lot 73 formed by the intersection of the South line of East Causeway Approach and the West line of Massena Street, which is the point of beginning, measure thence along the South line of East Causeway Approach a distance of 190.0 feet; then turn right along a line parallel to Massena Street, in the direction of Monroe Street, and run a distance of 261.0 feet; thence turn right along a line parallel to East Causeway Approach and run in the direction of Massena Street a distance of 190.0 feet to the East line of Massena Street; then turn right

and run along the East line of Massena Street a distance of 261.0 feet to the point of beginning, being the same property acquired by the City of Mandeville recorded in CB 794 705 INST. NO. 934330.

**BE IT FURTHER ORDAINED**, by the City Council of the City of Mandeville, in regular session convened that the said execution of the Act of Servitude of Passage in favor of each of the current owners of the lots affected is proper and approval is granted by this Council providing the authority unto the Honorable Clay Madden, Mayor to execute same and to execute any and all documents necessary and proper to effect same and be recorded.

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

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

---

Kristine Scherer  
Clerk of Council

---

Jason Zuckerman  
Council Chairman

**ACT OF SERVITUDE OF PASSAGE**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**BY: CITY OF MANDEVILLE**

**PARISH OF ST. TAMMANY**

**TO: EAST CAUSEWAY DEVELOPMENT  
GROUP, LLC**

BE IT KNOWN that on this \_\_\_\_ day of \_\_\_\_, 2022, in the presence of the below  
subscribing competent witnesses, personally came and appeared:

**CITY OF MANDEVILLE**, a municipal corporation of the State of Louisiana situated in St. Tammany Parish, Louisiana, appearing herein through the Mayor, the Honorable Clay Madden, in accordance with ordinance number #\_\_\_\_\_, attached hereto and made a part hereof, being domiciled at 3101 East Causeway Approach, Mandeville, Louisiana 70448 (herein referred to as "Grantor"), its successors and assigns with full warranty subrogation and substitution of any real or personal rights only as they affect the servitude created herein.

Who declared that Grantor does, by these presents, grant, sell confirm, transfer, convey and deliver unto:

**EAST CAUSEWAY DEVELOPMENT GROUP, LLC**, a limited liability company duly organized and existing under the laws of the State of Louisiana, represented herein by John L. Donahue, Jr., its managing member, duly authorized by virtue of its Authorization to Act for East Causeway Development Group, LLC, a copy of which is attached hereto, the mailing address of said limited liability company being 200 Greenleaves Boulevard, Suite 1, Mandeville, LA 70448, hereinafter referred to as "Grantee".

A permanent servitude of passage (the "Servitude") to allow a right of passage through its property located at 3090 E. Causeway Approach, Mandeville, LA 70448, and specifically the Paul Spitzfaden Community Center parking lot rear egress to Massena St. This Servitude is for the benefit of Grantee's property located at Lot 73-A-2-1 and Lot 73-A-2-2, municipal address 3030 East Causeway Approach, Mandeville, LA 70448. The Servitude will permit egress from Lot 73-A-2-1 and Lot 73-A-2-2 on to Massena Street through Grantor's property; however, such access of egress will require traverse of Lot 73-A-1-A, and this Servitude presumes that Grantee has obtained or will obtain any required servitude of passage from the record owner of Lot 73-A-1-A to permit access to Grantor's property. Nothing herein represents any assurance from Grantor that Grantee will have such access to Massena Street from the property owner of Lot 73-A-1-A.

The Servitude granted herein is over the following described property to wit:

LOT 73 lies within the Squares bounded by East Causeway Approach, Galvez Street, Monroe Street and Massena Street. From the Northwest corner of Lot 73 formed by the intersection of the South line of East Causeway Approach and the West line of Massena Street, which is the point of beginning, measure thence along the South line of East Causeway Approach a distance of 190.0 feet; then turn right along a line parallel to Massena Street, in the direction of Monroe Street, and run a distance of 261.0 feet; thence turn right along a line parallel to East Causeway Approach and run in the direction of

Massena Street a distance of 190.0 feet to the East line of Massena Street; then turn right and run along the East line of Massena Street a distance of 261.0 feet to the point of beginning, being the same property acquired by the City of Mandeville recorded in CB 794 705 INST. NO. 934330.

The Servitude granted by Grantor to Grantee shall be governed by the following provisions, accepted by Grantee and Grantor as controlling the Servitude:

- (1) There shall be no improvements constructed which shall impair the rights granted under this Servitude.
- (2) Said Servitude shall provide for and allow all activities necessary for the egress of vehicles from Grantee's property on to Massena Street, a one-way westerly exit only, to accomplish the purposes of the Servitude.
- (3) Grantor retains and shall have the right to fully use and enjoy the above-described property except as to the rights herein granted and except that the Grantor shall not build a structure on the Servitude property and make no use of said property which will unnecessarily impede the Servitude.
- (4) If, in the use of Grantor's property by way of the Servitude, Grantee damages Grantor's property, improvements or facilities of any kind, or that of Grantor's lessees or assigns, on or off of the Servitude area or respective Servitude property, Grantee will restore Grantor's property, including the portion subject to the Servitude, to the condition the property was in before the aforesaid use which caused the damage.
- (5) Grantee assumes all risks of and shall defend, indemnify and save Grantor, its agents, assigns and employees, harmless from and against all claims, demands, actions or suits for or on account of injuries to (including death of) persons or damage to property, arising wholly or in part from or in connection with the construction, maintenance, operation, use, occupancy of, and access across and over Grantor's property to and from, (as well as including) the Servitude. In the event of any suit or action brought against Grantor or its assigns for or on account of any such damage, injury or death, Grantor shall notify Grantee, and Grantee shall appear and defend said suit or action at its costs and expense, and will pay and satisfy any judgment that may be rendered therein against Grantor, when such suit or action has been finally determined. Notwithstanding anything herein to the contrary, the foregoing defense and indemnification shall not cover defense of or loss, damage or liability arising from the negligence and/or willful misconduct of Grantor.
- (6) Grantee does hereby accept the aforesaid dedication of the above-described Servitude over, under, and across the above-described property, and does, by these presents, covenant and agree that the said Servitude is acquired by the Grantee for the purpose of egress from its property on to Massena Street.
- (7) If, for any reason, either party must make demand upon the other or its successors or assigns or if either party is required to file or defend suit in a court of competent jurisdiction or submit to mediation or arbitration in order to enforce any terms of this Servitude, the non-prevailing party shall be required to pay all reasonable attorneys' fees, court costs and expenses incurred by the other in bringing or defending such demand, litigation, mediation or arbitration.
- (8) The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect, notwithstanding any such waiver.
- (9) Any notice or other communication given under or with respect to this Servitude grant by Grantee to Grantor shall be given by certified mail or telegram addressed to Grantor at:

City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448  
(985) 626- 3144
- (10) Any such notice by Grantor to Grantee shall be given by certified mail or telegram addressed to Grantor at:

EAST CAUSEWAY DEVELOPMENT GROUP, LLC

c/o John L. Donahue, Jr.  
200 Greenleaves Boulevard, Suite 1,  
Mandeville, LA 70448

- (11) This grant shall be constructed, interpreted and determined in accordance with the laws of the State of Louisiana without reference to its choice of law provisions.
- (12) This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
- (13) This instrument may be executed in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants and obligations of this Servitude shall run with the land.

**THUS, DONE AND SIGNED** in the City of Mandeville, Louisiana in the presence of  
the below subscribing competent witnesses and me, Notary, after due reading of the whole.

**WITNESS:**

**GRANTOR: CITY OF MANDEVILLE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**CLAY MADDEN**  
**MAYOR**

THUS, SWORN TO AND SUBSCRIBED, BEFORE ME, NOTARY, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
**NOTARY, City Attorney,**  
**City of Mandeville**  
**Elizabeth C. Sconzert**

**THUS DONE AND SIGNED** in the City of \_\_\_\_\_, Louisiana in the presence of the  
below subscribing competent witnesses and me, Notary, after due reading of the whole.

**WITNESS:**

**GRANTEE: EAST CAUSEWAY DEVELOPMENT GROUP, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**John L. Donahue, Jr., its**  
**Member and Manager**

THUS, SWORN TO AND SUBSCRIBED, BEFORE ME, NOTARY, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
**NOTARY PUBLIC**

IN WITNESS WHEREOF, the said appearer, Doug Schmidt, City Clerk, having been present and witnessed the above and foregoing instrument attest to the identity of the witnesses and parties to the instrument executed by all parties as true, correct and their signatures are all valid, genuine and made of their own free will.

\_\_\_\_\_  
**DOUG SCHMIDT, CITY CLERK  
CITY OF MANDEVILLE**

THUS, SWORN TO AND SUBSCRIBED, BEFORE ME, NOTARY, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
**NOTARY, City Attorney,  
City of Mandeville  
Elizabeth C. Sconzert**

**ACT OF SERVITUDE OF PASSAGE**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**BY: CITY OF MANDEVILLE**

**PARISH OF ST. TAMMANY**

**TO: MJJ & B PROPERTIES, LLC**

BE IT KNOWN that on this \_\_\_\_ day of \_\_\_\_\_, 2022, in the presence of the below  
subscribing competent witnesses, personally came and appeared:

**CITY OF MANDEVILLE**, a municipal corporation of the State of Louisiana situated in St. Tammany Parish, Louisiana, appearing herein through the Mayor, the Honorable Clay Madden, in accordance with ordinance number #\_\_\_\_\_, attached hereto and made a part hereof, being domiciled at 3101 East Causeway Approach, Mandeville, Louisiana 70448 (herein referred to as "Grantor"), its successors and assigns with full warranty subrogation and substitution of any real or personal rights only as they affect the servitude created herein.

Who declared that Grantor does, by these presents, grant, sell confirm, transfer, convey and deliver unto:

**MJJ & B PROPERTIES, LLC**, a limited liability company duly organized and existing under the laws of the State of Louisiana, represented herein by John L. Donahue, Jr., its managing member, duly authorized by virtue of its Authorization to Act for MJJ & B Properties, LLC, a copy of which is attached hereto, the mailing address of said limited liability company being 3030 East Causeway Approach, Mandeville, LA 70448, hereinafter referred to as "Grantee".

A permanent servitude of passage (the "Servitude") to allow a right of passage through its property located at 3090 E. Causeway Approach, Mandeville, LA 70448, and specifically the Paul Spitzfaden Community Center parking lot rear egress to Massena St. This Servitude is for the benefit of Grantee's property located at Lot 73-A-1-A, municipal address 3030 East Causeway Approach, Mandeville, LA 70448. The Servitude will permit egress from Lot 73-A-1-A on to Massena Street through Grantor's property. The Servitude granted herein is over the following described property to wit:

LOT 73 lies within the Squares bounded by East Causeway Approach, Galvez Street, Monroe Street and Massena Street. From the Northwest corner of Lot 73 formed by the intersection of the South line of East Causeway Approach and the West line of Massena Street, which is the point of beginning, measure thence along the South line of East Causeway Approach a distance of 190.0 feet; then turn right along a line parallel to Massena Street, in the direction of Monroe Street, and run a distance of 261.0 feet; thence turn right along a line parallel to East Causeway Approach and run in the direction of Massena Street a distance of 190.0 feet to the East line of Massena Street; then turn right and run along the East line of Massena Street a distance of 261.0 feet to the point of beginning, being the same property acquired by the City of Mandeville recorded in CB 794 705 INST. NO. 934330.

The Servitude granted by Grantor to Grantee shall be governed by the following provisions, accepted by Grantee and Grantor as controlling the Servitude:



- (1) There shall be no improvements constructed which shall impair the rights granted under this Servitude.
- (2) Said Servitude shall provide for and allow all activities necessary for the egress of vehicles from Grantee's property on to Massena Street, a one-way westerly exit only, to accomplish the purposes of the Servitude.
- (3) Grantor retains and shall have the right to fully use and enjoy the above-described property except as to the rights herein granted and except that the Grantor shall not build a structure on the Servitude property and make no use of said property which will unnecessarily impede the Servitude.
- (4) If, in the use of Grantor's property by way of the Servitude, Grantee damages Grantor's property, improvements or facilities of any kind, or that of Grantor's lessees or assigns, on or off of the Servitude area or respective Servitude property, Grantee will restore Grantor's property, including the portion subject to the Servitude, to the condition the property was in before the aforesaid use which caused the damage.
- (5) Grantee assumes all risks of and shall defend, indemnify and save Grantor, its agents, assigns and employees, harmless from and against all claims, demands, actions or suits for or on account of injuries to (including death of) persons or damage to property, arising wholly or in part from or in connection with the construction, maintenance, operation, use, occupancy of, and access across and over Grantor's property to and from, (as well as including) the Servitude. In the event of any suit or action brought against Grantor or its assigns for or on account of any such damage, injury or death, Grantor shall notify Grantee, and Grantee shall appear and defend said suit or action at its costs and expense, and will pay and satisfy any judgment that may be rendered therein against Grantor, when such suit or action has been finally determined. Notwithstanding anything herein to the contrary, the foregoing defense and indemnification shall not cover defense of or loss, damage or liability arising from the negligence and/or willful misconduct of Grantor.
- (6) Grantee does hereby accept the aforesaid dedication of the above-described Servitude over, under, and across the above-described property, and does, by these presents, covenant and agree that the said Servitude is acquired by the Grantee for the purpose of egress from its property on to Massena Street.
- (7) As consideration for the Servitude, Grantee does hereby agree that should Grantee ever decide, based upon the existence of this permanent Servitude, to transfer, sell, lease, or otherwise divest itself of that portion of Lot 73-A-1-A that represents the approximate 35.93 feet by 190.37 feet that spans the area between Lot 73-A-1-A and Messina Street and bordered by Lot 73 owned by Grantor, Grantee and its heirs and assigns do hereby grant to Grantor a right of first refusal pursuant to *LA-C.C. art. 2625* which shall exist pursuant to *LA-C.C. art 2628* as long as the Servitude is in use and has not been abandoned by Grantee.
- (8) If, for any reason, either party must make demand upon the other or its successors or assigns or if either party is required to file or defend suit in a court of competent jurisdiction or submit to mediation or arbitration in order to enforce any terms of this Servitude, the non-prevailing party shall be required to pay all reasonable attorneys' fees, court costs and expenses incurred by the other in bringing or defending such demand, litigation, mediation or arbitration.
- (9) The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect, notwithstanding any such waiver.
- (10) Any notice or other communication given under or with respect to this Servitude grant by Grantee to Grantor shall be given by certified mail or telegram addressed to Grantor at:

City of Mandeville

3101 East Causeway Approach

Mandeville, LA 70448

(985) 626- 3144

- (11) Any such notice by Grantor to Grantee shall be given by certified mail or telegram addressed to Grantor at:

MJJ & B PROPERITES, LLC

c/o John L. Donahue, Jr.

3030 East Causeway Approach,

Mandeville, LA 70448

- (12) This grant shall be constructed, interpreted and determined in accordance with the laws of the State of Louisiana without reference to its choice of law provisions.
- (13) This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
- (14) This instrument may be executed in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants and obligations of this Servitude shall run with the land.

**THUS, DONE AND SIGNED** in the City of Mandeville, Louisiana in the presence of the below subscribing competent witnesses and me, Notary, after due reading of the whole.

**WITNESS:**

**GRANTOR: CITY OF MANDEVILLE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**CLAY MADDEN**  
**MAYOR**

\_\_\_\_\_  
\_\_\_\_\_

THUS, SWORN TO AND SUBSCRIBED, BEFORE ME, NOTARY, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
**NOTARY, City Attorney,**  
**City of Mandeville**  
**Elizabeth C. Sconzert**

**THUS DONE AND SIGNED** in the City of \_\_\_\_\_, Louisiana in the presence of the below subscribing competent witnesses and me, Notary, after due reading of the whole.

**WITNESS:**

**GRANTEE: MJJ & B PROPERITES, LLC**

\_\_\_\_\_  
\_\_\_\_\_

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

**John L. Donahue, Jr., its**  
**Member and Manager**

\_\_\_\_\_  
\_\_\_\_\_

THUS, SWORN TO AND SUBSCRIBED, BEFORE ME, NOTARY, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
**NOTARY PUBLIC**

IN WITNESS WHEREOF, the said appearer, Doug Schmidt, City Clerk, having been present and witnessed the above and foregoing instrument attest to the identity of the witnesses and parties to the instrument executed by all parties as true, correct and their signatures are all valid, genuine and made of their own free will.

\_\_\_\_\_  
**DOUG SCHMIDT, CITY CLERK  
CITY OF MANDEVILLE**

THUS, SWORN TO AND SUBSCRIBED, BEFORE ME, NOTARY, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
**NOTARY, City Attorney,  
City of Mandeville  
Elizabeth C. Sconzert**

