

SECTION 00650 CHANGE ORDER

No. 3

Date of Issuance: 05/01/2023 Effective Date: _____

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

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

Description:

This change order is for the balance of bid items due to actual quantities used.

Attachments (list documents supporting change):

List of quantities used for construction.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 897,322.00

Original Contract Times: Working Calendar days
Substantial completion (days or date): Oct. 22, 2022 (180)
Ready for final payment (days or date): Nov. 21, 2022 (210)

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

\$ 26,480

[Increase] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): 120
Ready for final payment (days): 120

Contract Price prior to this Change Order:

\$ 923,802.00

Contract Times prior to this Change Order:

Substantial completion (days or date): Feb. 19, 2023 (300)
Ready for final payment (days or date): March 21, 2023 (330)

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

\$ 12,526.50

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

Substantial completion (days or date): N/A
Ready for final payment (days or date): N/A

Contract Price incorporating this Change

\$ 936,328.50

Contract Times with all approved Change Orders:

Substantial completion (days or date): Feb. 19, 2023 (300)
Ready for final payment (days or date): March 21, 2023 (330)

RECOMMENDED:

By: Enile P. Bani
Engineer (Authorized Signature)

Date: 5-2-23

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 5/2/23

Date: _____

SUBTERRANEAN CONSTRUCTION, LLC
BREAKDOWN OF PERIODIC COST ESTIMATE
Lift Stations 35 and 38 Rehabilitation - A/E Project No. 2101A08
Pay Application 5

Contract Item	DESCRIPTION OF ITEM	ORIGINAL QUANTITY	UNIT	CHANGE	QUANTITY	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	NEW CONTRACT AMOUNT	PREVIOUS QUANTITY	ESTIMATE QUANTITY	ESTIMATE AMOUNT	QUANTITY TO DATE	PERCENT COMPLETE	AMOUNT TO DATE
1	Mobilization	1	LS		1	36,000.00	36,000.00	36,000.00	1		0.00	1	100%	36,000.00
2	Site Condition Video Survey	1	LS		1	7,000.00	7,000.00	7,000.00	1		0.00	1	100%	7,000.00
3	Traffic Control	1	LS		1	8,000.00	8,000.00	8,000.00	0.75	0.25	2,000.00	1	100%	8,000.00
4	Sodding	885	SY	643	1528	12.00	10,620.00	18,336.00		1528	18,336.00	1528	100%	18,336.00
5	Aggregate Paving (Crushed Stone, 6"	157	SY	-111	46	25.00	3,925.00	1,150.00		46	1,150.00	46	100%	1,150.00
6	Concrete Street Replacement	68	SY	60	128	145.00	9,860.00	18,560.00	68	60	8,700.00	128	100%	18,560.00
7	Concrete Driveway Replacement	122	SY	10.1	132.1	130.00	15,860.00	17,173.00	122	10.10	1,313.00	132.1	100%	17,173.00
8	Concrete Sidewalk Replacement	6	SY	3.6	9.6	85.00	510.00	816.00	6	3.6	306.00	9.6	100%	816.00
9	Concrete Curb Replacement	20	LF	8	28	48.00	960.00	1,344.00	20	8	384.00	28	100%	1,344.00
10	Precast Manhole	1	EA		1	5,460.00	5,460.00	5,460.00	1		0.00	1	100%	5,460.00
11	Manhole Replacement	2	EA		2	5,460.00	10,920.00	10,920.00	2		0.00	2	100%	10,920.00
12	15 Inch Culvert Replacement	46	LF	-46	0	90.00	4,140.00	0.00			0.00	0		0.00
13	24 Inch RCP Culvert	31	LF	9	40	132.00	4,092.00	5,280.00	31	9	1,188.00	40	100%	5,280.00
14	8 Inch PVC Sewer	397	LF		397	102.00	40,494.00	40,494.00	397		0.00	397	100%	40,494.00
15	8 Inch Sewer Replacement	556	LF	40	596	102.00	56,712.00	60,792.00	556	40	4,080.00	596	100%	60,792.00
16	4 Inch PVC Force Main	18	LF	-10	8	65.00	1,170.00	520.00		8	520.00	8	100%	520.00
17	6 Inch HDPE Force Main (HDD)	175	LF	7.5	182.5	72.00	12,600.00	13,140.00	175	7.5	540.00	182.5	100%	13,140.00
18	Ductile Iron Fittings for Force Main	200	LB	-3	197	8.50	1,700.00	1,674.50	197		0.00	197	100%	1,674.50
19	Service Connections, Disconnect and	13	EA	-6	7	685.00	8,905.00	4,795.00	7		0.00	7	100%	4,795.00
20	Site Restoration	1	LS		1	4,000.00	4,000.00	4,000.00		1	4,000.00	1	100%	4,000.00
21	LS 35 Rehabilitation - \$420,000.00							0.00						
	<i>Demolition</i>	1	LS		1	6,400.00	6,400.00	6,400.00	1		0.00	1	100%	6,400.00
	<i>Bypass Pumping</i>	1	LS		1	3,800.00	3,800.00	3,800.00	1		0.00	1	100%	3,800.00
	<i>Structures</i>	1	LS		1	156,800.00	156,800.00	156,800.00	1		0.00	1	100%	156,800.00
	<i>Mechanical Equipment</i>	1	LS		1	46,600.00	46,600.00	46,600.00	1		0.00	1	100%	46,600.00
	<i>Piping and Valves</i>	1	LS		1	48,000.00	48,000.00	48,000.00	1		0.00	1	100%	48,000.00
	<i>Coatings</i>	1	LS		1	28,600.00	28,600.00	28,600.00	1		0.00	1	100%	28,600.00
	<i>Electrical Equipment</i>	1	LS		1	103,000.00	103,000.00	103,000.00	1		0.00	1	100%	103,000.00
	<i>Electrical Work</i>	1	LS		1	24,000.00	24,000.00	24,000.00	1		0.00	1	100%	24,000.00
	<i>Submission of Record Documents</i>	1	LS		1	2,800.00	2,800.00	2,800.00		1	2,800.00	1	100%	2,800.00
22	LS 38 Rehabilitation - \$214,000.00							0.00						
	<i>Demolition</i>	1	LS		1	5,800.00	5,800.00	5,800.00	1		0.00	1	100%	5,800.00
	<i>Bypass Pumping</i>	1	LS		1	4,800.00	4,800.00	4,800.00	1		0.00	1	100%	4,800.00
	<i>Structures</i>	1	LS		1	5,600.00	5,600.00	5,600.00	1		0.00	1	100%	5,600.00
	<i>Mechanical Equipment</i>	1	LS		1	46,600.00	46,600.00	46,600.00	1		0.00	1	100%	46,600.00

0

Project Name: Si

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AIA DOCUMENT G703

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 5

APPLICATION DATE:

PERIOD TO: 3/15/2023

PROJECT NO: 2101A07

PO#

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	PLAN QUANTITY	UNIT OF MEASURE	UNIT PRICE	PREVIOUS QUANTITY USED	E QUANTITY USED THIS PERIOD	QUANTITY USED TO DATE	QUANTITY BALANCE TO FINISH	C SCHEDULED VALUE	D WORK COMPLETED		E THIS APP VALUE	F MATERIALS PRESENTLY STORED (NOT IN DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
										PREVIOUS VALUE (D + E)	THIS APP VALUE						
1	Mobilization	1	EA	\$36,000.00	1.000	0.000	1.000	0.000	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%		\$1,800.00	
2	Site Condition Video Survey	1	EA	\$7,000.00	1.000	0.000	1.000	0.000	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%		\$350.00	
3	Traffic Control	1	EA	\$8,000.00	0.750	0.250	1.000	0.000	\$8,000.00	\$6,000.00	\$2,000.00	\$0.00	\$8,000.00	100.00%		\$400.00	
4	Sodding	885	SY	\$12.00	0.000	1,528.000	1,528.000	-643.000	\$10,620.00	\$0.00	\$18,336.00	\$0.00	\$18,336.00	172.66%	(\$7,716.00)	\$916.80	
5	Aggregate Paving (Crushed Stone, 6" thick)	157	SY	\$25.00	0.000	46.000	46.000	111.000	\$3,925.00	\$0.00	\$1,150.00	\$0.00	\$1,150.00	29.30%	\$2,775.00	\$57.50	
6	Concrete Street Replacement	68	SY	\$145.00	68.000	60.000	128.000	-60.000	\$9,860.00	\$9,860.00	\$8,700.00	\$0.00	\$18,560.00	188.24%	(\$8,700.00)	\$928.00	
7	Concrete Driveway Replacement	122	SY	\$130.00	122.000	10.100	132.100	-10.100	\$15,860.00	\$15,860.00	\$1,313.00	\$0.00	\$17,173.00	108.28%	(\$1,313.00)	\$858.65	
8	Concrete Sidewalk Replacement	6	SY	\$85.00	6.000	3.600	9.600	-3.600	\$510.00	\$510.00	\$306.00	\$0.00	\$816.00	160.00%	(\$306.00)	\$40.80	
9	Concrete Curb Replacement	20	LF	\$48.00	20.000	8.000	28.000	-8.000	\$960.00	\$960.00	\$384.00	\$0.00	\$1,344.00	140.00%	(\$384.00)	\$67.20	
10	Precast Manhole	1	EA	\$5,460.00	1.000	0.000	1.000	0.000	\$5,460.00	\$5,460.00	\$0.00	\$0.00	\$5,460.00	100.00%		\$273.00	
11	Manhole Replacement	2	EA	\$5,460.00	2.000	0.000	2.000	0.000	\$10,920.00	\$10,920.00	\$0.00	\$0.00	\$10,920.00	100.00%		\$546.00	
12	15 Inch Culvert Replacement	46	LF	\$90.00	0.000	0.000	0.000	46.000	\$4,140.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,140.00	\$0.00	
13	24 Inch Culvert Replacement	31	LF	\$132.00	31.000	9.000	40.000	-9.000	\$4,092.00	\$4,092.00	\$1,188.00	\$0.00	\$5,280.00	129.03%	(\$1,188.00)	\$264.00	
14	8 Inch PVC Sewer	397	LF	\$102.00	397.000	0.000	397.000	0.000	\$40,494.00	\$40,494.00	\$0.00	\$0.00	\$40,494.00	100.00%		\$2,024.70	
15	8 Inch Sewer Replacement	556	LF	\$102.00	556.000	40.000	596.000	-40.000	\$56,712.00	\$56,712.00	\$4,080.00	\$0.00	\$60,792.00	107.19%	(\$4,080.00)	\$3,039.60	
16	4 Inch PVC Force Main	18	LF	\$65.00	0.000	8.000	8.000	10.000	\$1,170.00	\$0.00	\$520.00	\$0.00	\$520.00	44.44%	\$650.00	\$26.00	
17	6 Inch HDPE Force Main (HDD)	175	LF	\$72.00	175.000	7.500	182.500	-7.500	\$12,600.00	\$12,600.00	\$540.00	\$0.00	\$13,140.00	104.29%	(\$540.00)	\$657.00	
18	Ductile Iron Fittings For Force Main	200	LBS	\$8.50	197.000	0.000	197.000	3.000	\$1,700.00	\$1,674.50	\$0.00	\$0.00	\$1,674.50	98.50%	\$25.50	\$83.73	
19	Service Connections, Disconnect and Reinstall	13	EA	\$685.00	7.000	0.000	7.000	6.000	\$8,905.00	\$4,795.00	\$0.00	\$0.00	\$4,795.00	53.85%	\$4,110.00	\$239.75	
20	Site Restoration	1	EA	\$4,000.00	0.000	1.000	1.000	0.000	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%		\$200.00	
21	LS 35 Rehabilitation - \$420,000.00	0		\$0.00	0.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!		\$0.00	
	Demolition	1	LS	\$6,400.00	1.000	0.000	1.000	0.000	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	100.00%		\$320.00	
	Bypass Pumping	1	LS	\$3,800.00	1.000	0.000	1.000	0.000	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100.00%		\$190.00	
	Structures	1	LS	\$156,800.00	1.000	0.000	1.000	0.000	\$156,800.00	\$156,800.00	\$0.00	\$0.00	\$156,800.00	100.00%		\$7,840.00	
	Mechanical Equipment	1	LS	\$46,600.00	1.000	0.000	1.000	0.000	\$46,600.00	\$46,600.00	\$0.00	\$0.00	\$46,600.00	100.00%		\$2,330.00	
	Piping and Valves	1	LS	\$48,000.00	1.000	0.000	1.000	0.000	\$48,000.00	\$48,000.00	\$0.00	\$0.00	\$48,000.00	100.00%		\$2,400.00	
	Coatings	1	LS	\$28,600.00	1.000	0.000	1.000	0.000	\$28,600.00	\$28,600.00	\$0.00	\$0.00	\$28,600.00	100.00%		\$1,430.00	
	Electrical Equipment	1	LS	\$103,000.00	1.000	0.000	1.000	0.000	\$103,000.00	\$103,000.00	\$0.00	\$0.00	\$103,000.00	100.00%		\$5,150.00	
	Electrical Work	1	LS	\$24,000.00	1.000	0.000	1.000	0.000	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100.00%		\$1,200.00	
	Submission of Record Documents	1	LS	\$2,800.00	0.000	1.000	1.000	0.000	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$2,800.00	100.00%		\$140.00	
22	LS 38 Rehabilitation - \$214,000.00	0		\$0.00	0.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!		\$0.00	
	Demolition	1	LS	\$5,800.00	1.000	0.000	1.000	0.000	\$5,800.00	\$5,800.00	\$0.00	\$0.00	\$5,800.00	100.00%		\$290.00	
	Bypass Pumping	1	LS	\$4,800.00	1.000	0.000	1.000	0.000	\$4,800.00	\$4,800.00	\$0.00	\$0.00	\$4,800.00	100.00%		\$240.00	
	Structures	1	LS	\$5,600.00	1.000	0.000	1.000	0.000	\$5,600.00	\$5,600.00	\$0.00	\$0.00	\$5,600.00	100.00%		\$280.00	
	Mechanical Equipment	1	LS	\$46,600.00	1.000	0.000	1.000	0.000	\$46,600.00	\$46,600.00	\$0.00	\$0.00	\$46,600.00	100.00%		\$2,330.00	
	Piping and Valves	1	LS	\$15,400.00	1.000	0.000	1.000	0.000	\$15,400.00	\$15,400.00	\$0.00	\$0.00	\$15,400.00	100.00%		\$770.00	
	Coatings	1	LS	\$8,400.00	0.000	1.000	1.000	0.000	\$8,400.00	\$0.00	\$8,400.00	\$0.00	\$8,400.00	100.00%		\$420.00	
	Electrical Equipment	1	LS	\$103,000.00	1.000	0.000	1.000	0.000	\$103,000.00	\$103,000.00	\$0.00	\$0.00	\$103,000.00	100.00%		\$5,150.00	

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

RESOLUTION NO. 23-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AWARDING THE ST. TAMMANY FARMER AS THE CITY OF MANDEVILLE'S OFFICIAL JOURNAL FOR JULY 1, 2023 THROUGH JUNE 30, 2024

WHEREAS, On May 4, 2023 the City of Mandeville requested proposals for its official journal for the term July 1, 2023 through June 30, 2024; and

WHEREAS, the St. Tammany Farmer meets all requirements to serve as an official journal, as specified under Louisiana R.S. 43:142, Qualifications of Newspaper; and

WHEREAS, On May 8, 2023, the City of Mandeville received a bid for \$4.62 per column inch and \$0.33 per agate line from the St. Tammany Farmer.

NOW, THEREFORE, BE IT RESOLVED, by the City of Mandeville, in regular session assembled on this the 25th day of May 2023, that selection is made of The St. Tammany Farmer as the official journal for the City of Mandeville for the term commencing July 1, 2023 until June 30, 2024.

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

AYES: 0
NAYS:0
ABSTENTIONS:0
ABSENT:

and the Resolution was declared adopted this 25th day of May, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

THE ST. TAMMANY FARMER

May 4, 2023

Kristine Scherer
Council Clerk
City of Mandeville
3101 E. Causeway Approach
Mandeville, LA

RE: Request for Proposals for 2023-2024 Official Journal

Dear Ms. Scherer:

We submit *The St. Tammany Farmer* for your consideration to act as the Official Journal for the City of Mandeville for a one-year period beginning July 1, 2023, through June 30, 2024.

The St. Tammany Farmer meets all requirements to serve as an official journal, as specified under Louisiana R.S. 43:142, Qualifications of Newspaper.

Rate:

\$4.62 per column inch

\$.33 per agate line

Affidavit and Tearsheet:

Affidavits can be supplied upon request for \$25 per affidavit. Each affidavit comes with a system printed tearsheet.

Copy Submission:

We can receive copy electronically in Word Format.

Deadlines:

Thursday prior to publication 2p.m.

Thank you for this opportunity to respond to the bid notice.

Sincerely,



Joy Newman

Classified Director

The Advocate

Baton Rouge – New Orleans – Acadiana

jnewman@theadvocate.com

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER
KRELLER AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 23- 19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF
MANDEVILLE TO NEGOTIATE A PURCHASE AGREEMENT FOR THE
ACQUISITION OF 8.92 ACRES, PLOT 12-X SQUARE 12 SECTION A,
GOLDEN SHORES SUBDIVISION, MANDEVILLE, LOUISIANA AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Council of the City of Mandeville is desirous of obtaining Plot 12-X, Square 12 Section A, Golden Shores Subdivision, Mandeville, Louisiana, for the purpose of taking it out of commerce, creating recreational and green space, and using it for drainage, absorption, and other purposes deemed appropriate by the City; and

WHEREAS, the subject property is approximately 8.92 acres bounded by N. Causeway Approach to the east, south of Copal St., west of Laurel St, north of Lake Pontchartrain; and,

WHEREAS, the owners of said property, Kaedea Meghanna Primes Trust, Nicolas Gage Primes Trust, Estate of Charles M. Cassidy, Bette Cassidy, and Michael Patton Bush, are desirous to sell said property; and,

WHEREAS, an appraisal of the property is necessary for the City to purchase the subject property and shall be ordered in advance of the Act of Sale.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mandeville that the Mayor, be and is hereby authorized and empowered to negotiate a purchase agreement with the owner for the City's acquisition of 8.2 acres, Plot 12-X, Square 12 Section A, Golden Shores Subdivision, Mandeville, Louisiana, and to take all steps deemed prudent in the negotiation of said purchase agreement. The purchase agreement shall be subject to the City Council adopting the appropriate ordinances authorizing the acquisition of the property and appropriate sufficient funds to complete the purchase. The purchase agreement shall be in such form and may contain such other terms and conditions as the Mayor, at his discretion, deems necessary or advisable to effect the acquisition of the property.

BE IT FURTHER RESOLVED 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 Resolution.

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

AYES:0

NAYS:0
ABSENT:0
ABSTENTION:0

And the resolution was declared this ___th day of May, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

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

RESOLUTION NO. 23-20

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

WHEREAS, the City desires to enter into a professional services agreement with Waggoner & Ball, LLC for professional design services for the Mandeville Police Department Building Design Project (“Project”). The scope of the Project is for Waggoner & Ball to perform programming, survey, geotechnical engineering, environmental, architecture, civil engineering, and landscape design work for the Police Department Building Design; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Waggoner & Ball, LLC for professional design services on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15 day of May in the year 2023
(In words, indicate day, month and year.)

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

City of Mandeville
3101 E Causeway Approach
Mandeville, LA 70448

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

Waggonner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130

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

Mandeville Police Station
Mandeville, Louisiana

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

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5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The Program will be developed by the Architect as a Supplemental Service. The Program will be developed by evaluating current Police Department spaces (size, functionality, adjacencies), soliciting input from stakeholders, and by integrating City and Department requirements and goals and best practices for public safety buildings.

§ 1.1.2 The Project's physical characteristics:

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

The Architect will evaluate the existing police department complex to determine if renovation of the existing facility is feasible. This evaluation will include the condition of the existing building and the complex's ability to accommodate the Department's stated Program. If it is determined that renovation is feasible, the Project will include renovation scope and possible new construction. If it is determined that renovation is not feasible, the Project will include the new construction of Police Department facilities. The site for the work is within the existing Paul D. Cordes Park in Mandeville, Louisiana. The project square footage will be confirmed following completion of the Program document. The Architect will request from the Owner a utility survey, GIS utility information, and other pertinent reports and studies.

§ 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.)

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\$ 4,000,000.00

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

Keith J. LaGrange, Jr., P.E.
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
KLaGrange@CityofMandeville.com
(985) 624-3169

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

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

To be determined.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

To be determined and provided by the Architect as a Supplemental Service.

.2 Civil Engineer:

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To be determined and provided by the Architect as a Supplemental Service.

- 3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Owner will provide supplemental survey information to document underground utilities that are not visible and whose location cannot be ascertained from visible site conditions.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Emily Hayden Palumbo
Waggoner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130
emily@wbae.com
(504) 684-1758 or (504) 524-5308

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- 1 Structural Engineer:

Morphy Makofksy, Inc.
336 N. Norman C Francis Pkwy
New Orleans, LA 70119
504-488-1317

- 2 Mechanical Engineer:

Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113

- 3 Electrical Engineer:

Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer, Landscape Architect, Geotechnical Engineer, Environmental Engineer, Professional Land Surveyor

(Paragraphs deleted)

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User Notes:

(1985496940)

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

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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 General Liability:

\$ 1,000,000 for each occurrence and \$ 2,000,000 policy aggregate.

§ 2.5.2 Automobile Liability:

\$ 1,000,000 limit

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation:

\$ 1,000,000

(Paragraph deleted)

§ 2.5.6 Professional Liability:

\$ 2,000,000 per claim and \$ 4,000,000 policy aggregate.

§ 2.5.7 **Additional Insured Obligations.** The Architect shall ensure that the Owner is listed as an additional insured under each policy of insurance described in this Section, excluding Worker's Compensation and Professional Liability Insurance. Furthermore, there shall be a waiver of subrogation in favor of Owner.

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§ 2.5.8 All certificates of insurance shall be furnished to the Owner, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to Owner (Said certificates of insurance to be delivered to Owner before commencement of work performed under this Agreement.)

§ 2.5.9 To the fullest extent permitted by law, Architect will indemnify and hold Owner, its officials, employees, and agents harmless from and against: (1) any and all losses, damages or liabilities, suits, judgments of sums of money to any party accruing against Owner for loss of life or injury or damage to persons or property but only to the extent growing out of, resulting from, or by reason of any negligent act or omission in the operation of the Architect or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Architect under this Agreement; and (2) to the extent of proper payment from Owner, any and all claims and/or liens for labor, services, or materials furnished to the Architect in connection with the performance of its obligation under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the

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Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

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or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct one review to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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4 issue a final Certificate for Payment based upon one final review indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

§ 3.7 Closeout Phase

§ 3.7.1 The Architect shall prepare As-Constructed Record Drawings as a Basic Service. As-Constructed Record Drawings will be prepared based on redlined Contract Documents provided to the Architect by the Contractor. The Architect will provide to the Owner As-Constructed Record Drawings in PDF format.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Basic Services in Closeout Phase, based on as-built drawings provided by the Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	To Be Determined
§ 4.1.1.30 Other Supplemental Services	
Geotechnical Engineering	Architect
Topographic Survey	Architect
Environmental Engineering	Architect
Existing utility / GIS information	Owner

§ 4.1.2 Description of Supplemental Services

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

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

Programming.

Civil engineering – Paving design (slab on grade) including driveways, parking areas, curbs, sidewalks, planters, and hardscape; Site grading; Pavement striping plan; Design of domestic water services (within 5'-0" of building walls to public tie-in); Design of sanitary sewer (within 5'-0" of building walls to public tie-in); Typical sections and miscellaneous details; Preparation of Drawings and Specifications

Landscape design – Planting plans and construction details, specifications.

As-constructed record drawings – Drawings for Owner's use that reflect as-constructed built conditions. These drawings will be dependent upon the Contractor furnishing complete as-built documents.

Geotechnical Engineering

Topographic Survey

Environmental Engineering (Hazardous Materials & Wetland Delineation)

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

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User Notes:

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

Detailed cost estimating beyond that required in Section 6.3
On-site project representation
Facility support services
Telecommunications/data design
Security evaluation and planning
Furniture, furnishings, and equipment design
Existing utility / GIS information

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Once weekly visits to the site by the Architect during construction, the duration of which shall be twelve months from the Notice to Proceed issued to the Contractor by the Owner to the Date of Substantial Completion.
- .3 One initial and one follow-up, for a total of two, inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One inspection for any portion of the Work to determine final completion.

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

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

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

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

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

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- 1 give written approval of an increase in the budget for the Cost of the Work;
- 2 authorize rebidding or renegotiating of the Project within a reasonable time;
- 3 terminate in accordance with Section 9.5;
- 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- 5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If Owner terminates this Agreement under this Section 9.4, Architect shall be owed only payment for services properly performed, less any costs incurred by Owner in completing the services through other means.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3 or Section 9.4, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

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

(Paragraph deleted)

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

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

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

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

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

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§ 10.10 Neither Architect nor anyone employed by Architect shall be considered an employee of the Owner for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto.

ARTICLE 11 COMPENSATION

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

(Paragraphs deleted)

.2 Percentage Basis
(Insert percentage value)

8.30% of the constructed Cost of the Work, as calculated in accordance with Section

(Paragraphs deleted)

11.5.

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

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

Programming	\$25,000.00
Civil Engineering	\$19,500.00
Landscape Design	\$19,500.00

Topographic Survey	Surveyor's cost, plus Architect's 10% mark-up: Surveyor's cost not to exceed \$10,000.00 without prior approval.
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Geotechnical Engineering	Engineer's cost, plus Architect's 10% mark-up: Engineer's cost not to exceed \$20,000.00 without prior approval.
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Environmental Engineering for Hazardous Materials Inspection	Engineer's cost, plus Architect's 10% mark-up: Engineer's cost not to exceed \$7,630.00 without prior approval.
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Wetlands Delineation	Consultant's cost, plus Architect's 10% mark-up: Consultant's cost not to exceed \$4,500.00 without prior approval.
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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation to be determined, and agreed to by Owner and Architect, prior to commencement of Work.

§ 11.4

(Paragraphs deleted)

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

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	thirty	percent (	30	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	thirty	percent (	30	%)
Closeout Phase	five	percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work and final cost of construction.

(Table deleted)

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A – Waggoner & Ball, LLC Hourly Billing Rates.

(Paragraph deleted)

§ 11.7

(Paragraphs deleted)

Compensation for Reimbursable Expenses

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

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

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8 Payments to the Architect

§ 11.8.1

(Paragraphs deleted)

Initial Payments

§ 11.8.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the

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invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 % Per Annum

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

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

ARTICLE 12 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

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

[X] Other Exhibits incorporated into this Agreement:

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

Exhibit A – Waggoner & Ball, LLC – Hourly Billing Rates, as of 03/01/2023

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

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Andrew J. Sternad, Business Unit Leader

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

Init.

Additions and Deletions Report for

AIA® Document B101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:10:36 ET on 05/15/2023.

PAGE 1

AGREEMENT made as of the 15 day of May in the year 2023

...

City of Mandeville
3101 E Causeway Approach
Mandeville, LA 70448

...

Waggoner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130

...

Mandeville Police Station
Mandeville, Louisiana

PAGE 2

12 **SPECIAL TERMS AND CONDITIONS**

13 **SCOPE OF THE AGREEMENT**

...

The Program will be developed by the Architect as a Supplemental Service. The Program will be developed by evaluating current Police Department spaces (size, functionality, adjacencies), soliciting input from stakeholders, and by integrating City and Department requirements and goals and best practices for public safety buildings.

...

The Architect will evaluate the existing police department complex to determine if renovation of the existing facility is feasible. This evaluation will include the condition of the existing building and the complex's ability to accommodate the Department's stated Program. If it is determined that renovation is feasible, the Project will include renovation scope and possible new construction. If it is determined that renovation is not feasible, the Project will include the new construction of Police Department facilities. The site for the work is within the existing Paul D. Cordes Park in Mandeville, Louisiana. The project square footage will be confirmed following completion of the Program document. The Architect will request from the Owner a utility survey, GIS utility information, and other pertinent reports and studies.

PAGE 3

\$ 4,000,000.00

...

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

To be determined

~~§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)~~

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Keith J. LaGrange, Jr., P.E.
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
KLaGrange@CityofMandeville.com
(985) 624-3169

...

To be determined.

...

To be determined and provided by the Architect as a Supplemental Service.

PAGE 4

To be determined and provided by the Architect as a Supplemental Service.

...

Owner will provide supplemental survey information to document underground utilities that are not visible and whose location cannot be ascertained from visible site conditions.

...

Emily Hayden Palumbo
Waggoner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130
emily@wbae.com
(504) 684-1758 or (504) 524-5308

...

Morphy Makofsky, Inc.
336 N. Norman C Francis Pkwy
New Orleans, LA 70119
504-488-1317

...

Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113

...

Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113

...

Civil Engineer, Landscape Architect, Geotechnical Engineer, Environmental Engineer, Professional Land Surveyor

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

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

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

PAGE 5

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

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. General Liability:~~

\$ 1,000,000 for each occurrence and \$ 2,000,000 policy aggregate.

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Liability:~~

\$ 1,000,000 limit

~~§ 2.5.4 Workers' Compensation at statutory limits. Compensation:~~

\$ 1,000,000

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the Liability:~~

\$ 2,000,000 per claim and \$ 4,000,000 policy aggregate.

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect shall ensure that the Owner is listed as an additional insured under each policy of insurance described in this Section, excluding Worker's Compensation and Professional Liability Insurance. Furthermore, there shall be a waiver of subrogation in favor of Owner.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. All certificates of insurance shall be furnished to the Owner, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to Owner (Said certificates of insurance to be delivered to Owner before commencement of work performed under this Agreement.)~~

~~§ 2.5.9 To the fullest extent permitted by law, Architect will indemnify and hold Owner, its officials, employees, and agents harmless from and against: (1) any and all losses, damages or liabilities, suits, judgments of sums of money to any party accruing against Owner for loss of life or injury or damage to persons or property but only to the extent growing out of, resulting from, or by reason of any negligent act or omission in the operation of the Architect or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Architect under this Agreement; and (2) to the extent of proper payment from Owner, any and all claims and/or liens for labor, services, or materials furnished to the Architect in connection with the performance of its obligation under this Agreement.~~

PAGE 7

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

PAGE 9

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

PAGE 10

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

PAGE 11

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

§ 3.6.6.2 The Architect's ~~inspections~~ reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.7 Closeout Phase

§ 3.7.1 ~~The Architect shall prepare As-Constructed Record Drawings as a Basic Service. As-Constructed Record Drawings will be prepared based on redlined Contract Documents provided to the Architect by the Contractor. The Architect will provide to the Owner As-Constructed Record Drawings in PDF format.~~

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Owner</u>
§ 4.1.1.13	On-site project representation	<u>Owner</u>

§ 4.1.1.14	Conformed documents for construction	Not provided
§ 4.1.1.15	As-designed record drawings	Not provided
§ 4.1.1.16	As-constructed record drawings	Basic Services in Closeout Phase, based on as-built drawings provided by the Contractor
§ 4.1.1.17	Post-occupancy evaluation	Not provided
§ 4.1.1.18	Facility support services	Owner
§ 4.1.1.19	Tenant-related services	Not provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21	Telecommunications/data design	Owner
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Not provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25	Fast-track design services	Not provided
§ 4.1.1.26	Multiple bid packages	Not provided
§ 4.1.1.27	Historic preservation	Not provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29	Other services provided by specialty Consultants	To Be Determined

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Geotechnical Engineering	Architect
Topographic Survey	Architect
Environmental Engineering	Architect
Existing utility / GIS information	Owner

...

Programming.

Civil engineering – Paving design (slab on grade) including driveways, parking areas, curbs, sidewalks, planters, and hardscape; Site grading; Pavement striping plan; Design of domestic water services (within 5'-0" of building walls to public tie-in); Design of sanitary sewer (within 5'-0" of building walls to public tie-in); Typical sections and miscellaneous details; Preparation of Drawings and Specifications

Landscape design – Planting plans and construction details, specifications.

As-constructed record drawings – Drawings for Owner's use that reflect as-constructed built conditions. These drawings will be dependent upon the Contractor furnishing complete as-built documents.

Geotechnical Engineering

Topographic Survey

Environmental Engineering (Hazardous Materials & Wetland Delineation)

PAGE 13

Detailed cost estimating beyond that required in Section 6.3

On-site project representation

Facility support services

Telecommunications/data design

Security evaluation and planning

Furniture, furnishings, and equipment design

Existing utility / GIS information

PAGE 14

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

2. ~~()~~ Once weekly visits to the site by the Architect during construction, the duration of which shall be twelve months from the Notice to Proceed issued to the Contractor by the Owner to the Date of Substantial Completion.
3. ~~()~~ One initial and one follow-up, for a total of two, inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. ~~() inspections~~ One inspection for any portion of the Work to determine final completion.

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

PAGE 15

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

~~§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided, furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

~~§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

~~§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~

~~§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications~~

~~by and with the Architect's consultants shall be through the Architect. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

~~§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

~~§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

PAGE 17

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7, Agreement.~~

PAGE 18

Litigation in a court of competent jurisdiction

...

~~§ 8.3 Arbitration~~

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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

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

...

~~§ 9.4~~ Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If Owner terminates this Agreement under this Section 9.4, Architect shall be owed only payment for services properly performed, less any costs incurred by Owner in completing the services through other means.

...

~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section ~~9.3~~, 9.3 or Section 9.4, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

.1 — Termination Fee:

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

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

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

~~§ 9.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section ~~9.7.7~~.

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§ 10.10 Neither Architect nor anyone employed by Architect shall be considered an employee of the Owner for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto.

...
1. Stipulated Sum
(Insert amount)

...
() % of the Owner's budget for the 8.30% of the constructed Cost of the Work, as calculated in accordance with Section 11.6.

3. Other
(Describe the method of compensation)

11.5.

...
Programming \$25,000.00
Civil Engineering \$19,500.00
Landscape Design \$19,500.00

Topographic Survey Surveyor's cost, plus Architect's 10% mark-up:
Surveyor's cost not to exceed \$10,000.00 without prior approval.

Geotechnical Engineering Engineer's cost, plus Architect's 10% mark-up:
Engineer's cost not to exceed \$20,000.00 without prior approval.

Environmental Engineering for Hazardous Materials Inspection
Engineer's cost, plus Architect's 10% mark-up:
Engineer's cost not to exceed \$7,630.00 without prior approval.

Wetlands Delineation Consultant's cost, plus Architect's 10% mark-up:
Consultant's cost not to exceed \$4,500.00 without prior approval.

...
Compensation to be determined, and agreed to by Owner and Architect, prior to commencement of Work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

<u>Schematic Design Phase</u>	<u>fifteen</u>	<u>percent (</u>	<u>15</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>fifteen</u>	<u>percent (</u>	<u>15</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>thirty</u>	<u>percent (</u>	<u>30</u>	<u>%)</u>
<u>Procurement Phase</u>	<u>five</u>	<u>percent (</u>	<u>5</u>	<u>%)</u>
<u>Construction Phase</u>	<u>thirty</u>	<u>percent (</u>	<u>30</u>	<u>%)</u>
<u>Closeout Phase</u>	<u>five</u>	<u>percent (</u>	<u>5</u>	<u>%)</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

~~§ 11.5~~ When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work and final cost of construction.

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (	100 %)

~~§ 11.5.1~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

~~§ 11.6~~ When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A – Waggoner & Ball, LLC Hourly Billing Rates.

~~§ 11.6.1~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

Compensation for Reimbursable Expenses

~~§ 11.7.1~~ Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8 Compensation for Reimbursable Expenses Payments to the Architect

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

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

Initial Payments

§ 11.8.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 % Per Annum

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

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

ARTICLE 12 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

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

Other Exhibits incorporated into this Agreement:

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

Exhibit A – Waggoner & Ball, LLC – Hourly Billing Rates, as of 03/01/2023

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

OWNER (Signature)

(Printed name and title)

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Andrew J. Sternad, Business Unit Leader

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

ARCHITECT (Signature)

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

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

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

~~—~~%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- 1 AIA Document B101™ 2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- 3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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

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

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

WAGGONNER & BALL

May 15, 2023

Mr. Keith J. LaGrange, Jr, P.E.
Department of Public Works
City of Mandeville
1100 Mandeville High Blvd.
Mandeville, LA 70471

RE: Architect's Fee Proposal
Mandeville Police Station

Dear Keith,

Thank you for the opportunity to work with the City of Mandeville on the Police Station project. We look forward to working with you to support the City's and Police Department's vision and goals for the project. We have developed the fee proposal below based on an understanding of the availability and completeness of existing conditions documentation and programming. As requested, we have used as a basis for the proposed fee the State of Louisiana Fee Schedule and the current AIA B101-2017 Standard Form of Agreement Between Owner and Architect.

Owner's Current Budget for Construction	\$ 4,000,000.00
Architect's Fee	\$ 331,892.00
Fee Percentage	8.30% (rounded up from 8.297300%)

Fee calculated by the 2023 State of Louisiana Fee Schedule, assuming a Complexity Factor of 1.15 due to the scope to evaluate the existing buildings, possibility of including demolition scope, existing foundation and utility documentation, and to coordinate with the City Hall renovation project.

The fee calculated above is based on the Owner's Current Budget for Construction. Once an actual construction cost is determined at the time of bid, the Architect's Fee would be re-calculated as provided for in the AIA B101 Agreement.

The Architect's Fee of \$331,892.00 includes Architectural, Structural, and Mechanical, Plumbing, and Electrical scopes of work. Waggonner & Ball proposes to include as Supplemental Services the following scopes of work for the lump sum fees indicated:

Programming	\$ 25,000.00
Civil Engineering	\$ 19,500.00
Landscape Design	\$ 19,500.00

At the Owner's request, Waggonner & Ball will provide the following as Supplemental Services for a lump sum fee that includes the Consultant's cost plus the Architect's 10% mark-up. The following Consultants' costs are "Not To Exceed" without prior written approval from the Owner. Waggonner & Ball will provide to the Owner the proposals secured for the work and request approval to proceed with the proposed consultant.

Topographic Survey

Proposals were solicited from Kelly McHugh & Associates and Randall W. Brown & Associates. As of the writing of this proposal, only Kelly McHugh & Associates provided a proposal to perform the requested work.

Consultant's fee (not to exceed) \$10,000.00 + 10% Architect's Mark-Up

Geotechnical Engineering

Proposals were solicited from Stratum Engineering and Eustis Engineering.

Consultant's fee (not to exceed) \$20,000.00 + 10% Architect's Mark-Up

Environmental Engineering

The current police station complex was first built in 1983, after the use of asbestos and lead-based paint in most products ended. While the buildings likely do not contain asbestos or lead-based paint, a proposal was solicited for asbestos investigation, lead-based paint investigation, and hazardous materials (materials requiring special handling or disposal) investigation from Leaf Environmental and Southern Earth Sciences. Only Leaf Environmental provided a proposal to perform the requested work as follows:

Asbestos Investigation	\$3,300.00
Lead-Based Paint Investigation	\$2,340.00
<u>Hazardous Materials Investigation</u>	<u>\$1,990.00</u>
Consultant Total (not to exceed)	\$7,630.00 + 10% Architect's Mark-Up

Wetlands Delineation

A proposal was solicited from ELOS Environmental, LLC.

Consultant's fee (not to exceed) \$4,500.00 + 10% Architect's Mark-Up

(continued on next page)

Waggoner & Ball's current fee proposal is summarized as follows:

Owner's Current Budget for Construction	\$ 4,000,000.00
Fee Percentage	8.30% (rounded up from 8.297300%)

Architect's Fee for Basic Services	\$ 331,892.00
Programming	\$ 25,000.00
Civil Engineering	\$ 19,500.00
Landscape Design	\$ 19,500.00
Topographic Survey	\$ 11,000.00 (not to exceed)
Geotechnical Engineering	\$ 22,000.00 (not to exceed)
Environmental Engineering	\$ 8,393.00 (not to exceed)
<u>Wetlands Delineation</u>	<u>\$ 4,950.00 (not to exceed)</u>
Total Fee	\$ 442,235.00

Please don't hesitate to reach out to me to discuss our proposed scope of work and proposed fee.

Sincerely,



Emily Hayden Palumbo
Project Manager

Cc: David LeBreton, Jr., P.E., PTOE, PTP
Andy Sternad, AIA, AICP
Kelli Reinhardt, AIA, ASLA, PLA

Exhibit A

WB Current Rates as of 03/01/23

Rate Schedule

Principal	\$341 /hr
Senior Architect	\$226 /hr
Senior Project Designer	\$184 /hr
Architect	\$173 /hr
Senior Designer	\$142 /hr
Designer	\$116 /hr

Charges for outside services, equipment, and facilities not furnished directly by Waggoner & Ball will be billed at cost plus 10%. Such charges may include, but shall not be limited to, printing reproduction services; shipping, delivery, and courier charges; consumable materials; subconsultant fees and expenses; special fees, permits and insurance; transportation and accommodations. Mileage will be charged at the prevailing IRS rate per mile.

Project: Police Department Building Design

Budget Department: POLICE

Budget Amount: FY'23 \$400,000.00**

Resolution for: Professional Services Agreement for Waggoner & Ball

Contract Amount: \$442,335.00

Budget Adjustment Needed (Y/N): NO

Councilmember Sponsor: Danielson

Resolution Scope:

The Consultant scope of work is for a professional services AIA contract to perform programming, survey, geotechnical engineering, environmental, architecture, civil engineering, and landscape design work for the Police Department Building Design. The fee is based off an Owner's budget of \$4M.

Total Phases Amount =

- **Architecture = \$331,892.00**
- **Programming = \$25,000.00**
- **Civil Engineering = \$19,500.00**
- **Landscape Design = \$19,500.00**
- **Topographic Survey = \$11,000.00 (NTE)**
- **Geotechnical Engineering = \$22,000.00 (NTE)**
- **Environmental Engineering = \$8,393.00 (NTE)**
- **Wetlands Delineation = \$4,950.00 (NTE)**

Total Contract Fee = \$442,235.00

** 30% of the Architecture fee above (\$331,892.00) is utilized during construction, therefore the design portion of the contract is within the FY'23 budget amount and additional dollars will be required to be budgeted for contract overage.

Project Scope:

The proposed project scope is to improve the existing 40+ year-old structures on the Police Department Grounds with interior/exterior renovations, additions, or possible new building(s). Scope of work will include conceptual drawings to design and construction administration.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15 day of May in the year 2023
(In words, indicate day, month and year.)

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

City of Mandeville
3101 E Causeway Approach
Mandeville, LA 70448

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

Waggonner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130

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

Mandeville Police Station
Mandeville, Louisiana

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes:

(911028011)

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The Program will be developed by the Architect as a Supplemental Service. The Program will be developed by evaluating current Police Department spaces (size, functionality, adjacencies), soliciting input from stakeholders, and by integrating City and Department requirements and goals and best practices for public safety buildings. § 1.1.2 The Project's physical characteristics:

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

The Architect will evaluate the existing police department complex to determine if renovation of the existing facility is feasible. This evaluation will include the condition of the existing building and the complex's ability to accommodate the Department's stated Program. If it is determined that renovation is feasible, the Project will include renovation scope and possible new construction. If it is determined that renovation is not feasible, the Project will include the new construction of Police Department facilities. The site for the work is within the existing Paul D. Cordes Park in Mandeville, Louisiana. The project square footage will be confirmed following completion of the Program document. The Architect will request from the Owner a utility survey, GIS utility information, and other pertinent reports and studies.

§ 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.)

\$ 4,000,000.00

Init.

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3:

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

Keith J. LaGrange, Jr., P.E.
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
KLaGrange@CityofMandeville.com
(985) 624-3169

(Paragraph deleted)

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

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

To be determined.

§ 1.1.8 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

To be determined and provided by the Architect as a Supplemental Service.

.2 Civil Engineer:

To be determined and provided by the Architect as a Supplemental Service.

Init.

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Owner will provide supplemental survey information to document underground utilities that are not visible and whose location cannot be ascertained from visible site conditions.

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Emily Hayden Palumbo
Waggoner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130
emily@wbae.com

(Paragraphs deleted)(504) 684-1758 or (504) 524-5308

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)

§ 1.1.10.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Morphy Makofksy, Inc.
336 N. Norman C Francis Pkwy
New Orleans, LA 70119
504-488-1317

- .2 Mechanical Engineer:

Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113

- .3 Electrical Engineer:

Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113

§ 1.1.10.2 Consultants retained under Supplemental Services:

Civil Engineer, Landscape Architect, Geotechnical Engineer, Environmental Engineer, Professional Land Surveyor

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

Init.

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User Notes:

(911028011)

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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 General Liability:

\$ 1,000,000 for each occurrence and \$ 2,000,000 policy aggregate.

§ 2.5.2 Automobile Liability:

\$ 1,000,000 limit

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation:

\$ 1,000,000

(Paragraph deleted)

§ 2.5.6 Professional Liability:

\$ 2,000,000 per claim and \$ 4,000,000 policy aggregate.

§ 2.5.7 **Additional Insured Obligations.** The Architect shall ensure that the Owner is listed as an additional insured under each policy of insurance described in this Section, excluding Worker's Compensation and Professional Liability Insurance. Furthermore, there shall be a waiver of subrogation in favor of Owner.

§ 2.5.8 All certificates of insurance shall be furnished to the Owner, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to Owner (Said certificates of insurance to be delivered to Owner before commencement of work performed under this Agreement.)

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§ 2.5.9 To the fullest extent permitted by law, Architect will indemnify and hold Owner, its officials, employees, and agents harmless from and against: (1) any and all losses, damages or liabilities, suits, judgments of sums of money to any party accruing against Owner for loss of life or injury or damage to persons or property but only to the extent growing out of, resulting from, or by reason of any negligent act or omission in the operation of the Architect or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Architect under this Agreement; and (2) to the extent of proper payment from Owner, any and all claims and/or liens for labor, services, or materials furnished to the Architect in connection with the performance of its obligation under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

Init.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct one review to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon one final review indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

§ 3.7 Closeout Phase

§ 3.7.1 The Architect shall prepare As-Constructed Record Drawings as a Basic Service. As-Constructed Record Drawings will be prepared based on redlined Contract Documents provided to the Architect by the Contractor. The Architect will provide to the Owner As-Constructed Record Drawings in PDF format.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Not provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Basic Services in Closeout Phase, based on as-built drawings provided by the Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	To Be Determined
§ 4.1.1.30 Other Supplemental Services	To Be Determined
Geotechnical Engineering	Architect
Topographic Survey	Architect
Environmental Engineering	Architect
Existing utility / GIS information	Owner

§ 4.1.2 Description of Supplemental Services

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

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

Programming.

Civil engineering – Paving design (slab on grade) including driveways, parking areas, curbs, sidewalks, planters, and hardscape; Site grading; Pavement striping plan; Design of domestic water services (within 5'-0" of building walls to public tie-in); Design of sanitary sewer (within 5'-0" of building walls to public tie-in); Typical sections and miscellaneous details; Preparation of Drawings and Specifications

Landscape design – Planting plans and construction details, specifications.

As-constructed record drawings – Drawings for Owner's use that reflect as-constructed built conditions. These drawings will be dependent upon the Contractor furnishing complete as-built documents.

Geotechnical Engineering

Topographic Survey

Environmental Engineering (Hazardous Materials & Wetlands Delineation)

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

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

Detailed cost estimating beyond that required in Section 6.3

On-site project representation

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Facility support services
Telecommunications/data design
Security evaluation and planning
Furniture, furnishings, and equipment design
Existing utility / GIS information

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
11. Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Once weekly visits to the site by the Architect during construction, the duration of which shall be twelve months from the Notice to Proceed issued to the Contractor by the Owner to the Date of Substantial Completion.
- .3 One initial and one follow-up, for a total of two, inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One inspection for any portion of the Work to determine final completion.

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

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

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Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Init.

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If Owner terminates this Agreement under this Section 9.4, Architect shall be owed only payment for services properly performed, less any costs incurred by Owner in completing the services through other means.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3 or Section 9.4, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

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

(Paragraph deleted)

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

Init.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

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

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

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

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

§ 10.10 Neither Architect nor anyone employed by Architect shall be considered an employee of the Owner for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto.

§ 10.11 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Owner. If the Owner 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

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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.

ARTICLE 11 COMPENSATION

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

(Paragraphs deleted)

.2 Percentage Basis
(Insert percentage value)

8.30% of the constructed Cost of the Work, as calculated in accordance with Section

(Paragraphs deleted)

11.5.

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

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

Programming	\$25,000.00
Civil Engineering	\$19,500.00
Landscape Design	\$19,500.00

Topographic Survey	Surveyor's cost, plus Architect's 10% mark-up: Surveyor's cost not to exceed \$10,000.00 without prior approval.
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Geotechnical Engineering	Engineer's cost, plus Architect's 10% mark-up: Engineer's cost not to exceed \$20,000.00 without prior approval.
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Environmental Engineering for Hazardous Materials Inspection	Engineer's cost, plus Architect's 10% mark-up: Engineer's cost not to exceed \$7,630.00 without prior approval.
--	--

Wetlands Delineation	Consultant's cost, plus Architect's 10% mark-up: Consultant's cost not to exceed \$4,500.00 without prior approval
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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation to be determined, and agreed to by Owner and Architect, prior to commencement of Work.

§ 11.4

(Paragraphs deleted)

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

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	thirty	percent (	30	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	thirty	percent (	30	%)
Closeout Phase	five	percent (5	%)
Total Basic Compensation	one hundred	percent (100	%)

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§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work and final cost of construction.

(Table deleted)

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Exhibit A – Waggonner & Ball, LLC Hourly Billing Rates.

(Paragraph deleted)

§ 11.7

(Paragraphs deleted)

Compensation for Reimbursable Expenses

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

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

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8 Payments to the Architect

§ 11.8.1

(Paragraphs deleted)

Initial Payments

§ 11.8.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the

Init.

invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 % Per Annum

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

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

ARTICLE 12 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

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

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

Exhibit A – Waggonner & Ball, LLC – Hourly Billing Rates, as of 03/01/2023

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Andrew J. Sternad, Business Unit Leader

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

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Additions and Deletions Report for AIA® Document B101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:28:35 ET on 05/16/2023.

PAGE 1

AGREEMENT made as of the 15 day of May in the year 2023

...

City of Mandeville
3101 E Causéway Approach
Mandeville, LA 70448

...

Waggoner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130

...

Mandeville Police Station
Mandeville, Louisiana

PAGE 2

12 ~~SPECIAL TERMS AND CONDITIONS~~

13 ~~SCOPE OF THE AGREEMENT~~

...

The Program will be developed by the Architect as a Supplemental Service. The Program will be developed by evaluating current Police Department spaces (size, functionality, adjacencies), soliciting input from stakeholders, and by integrating City and Department requirements and goals and best practices for public safety buildings. § 1.1.2 The Project's physical characteristics:

...

The Architect will evaluate the existing police department complex to determine if renovation of the existing facility is feasible. This evaluation will include the condition of the existing building and the complex's ability to accommodate the Department's stated Program. If it is determined that renovation is feasible, the Project will include renovation scope and possible new construction. If it is determined that renovation is not feasible, the Project will include the new construction of Police Department facilities. The site for the work is within the existing Paul D. Cordes Park in Mandeville, Louisiana. The project square footage will be confirmed following completion of the Program document. The Architect will request from the Owner a utility survey, GIS utility information, and other pertinent reports and studies.

...
\$ 4,000,000.00

PAGE 3

To be determined.

...
To be determined.

...
To be determined.

...
To be determined.

...
To be determined

~~§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: Owner identifies the following representative in accordance with Section 5.3:~~
~~(Identify and describe the Owner's Sustainable Objective for the Project, if any.) (List name, address, and other contact information.)~~

Keith J. LaGrange, Jr., P.E.
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
KLGrange@CityofMandeville.com
(985) 624-3169

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

~~§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:~~

...

To be determined.

~~§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows: Owner shall retain the following consultants and contractors:~~
~~(List name, legal status, address, and other contact information.)~~

.1 Geotechnical Engineer:

To be determined and provided by the Architect as a Supplemental Service.

.2 Civil Engineer:

To be determined and provided by the Architect as a Supplemental Service.

.3 Other, if any:

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

Owner will provide supplemental survey information to document underground utilities that are not visible and whose location cannot be ascertained from visible site conditions.

§ 1.1.9 The Owner shall retain the following consultants and contractors: Architect identifies the following representative in accordance with Section 2.3:

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

.1 Geotechnical Engineer: Emily Hayden Palumbo
Waggoner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130
emily@wbae.com

.2 Civil Engineer:

.3 Other, if any:

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

(504) 684-1758 or (504) 524-5308

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

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

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

~~2~~ Mechanical Engineer:

~~3~~ Electrical Engineer:

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

~~§ 1.1.10.1 Consultants retained under Basic Services:~~

~~1~~ Structural Engineer:

~~Morphy Makofksy, Inc.
336 N. Norman C Francis Pkwy
New Orleans, LA 70119
504-488-1317~~

~~2~~ Mechanical Engineer:

~~Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113~~

~~3~~ Electrical Engineer:

~~Synergy Consulting Engineers, LLC
805 Howard Avenue, Suite 101
New Orleans, LA 70113~~

~~§ 1.1.10.2 Consultants retained under Supplemental Services:~~

~~Civil Engineer, Landscape Architect, Geotechnical Engineer, Environmental Engineer, Professional Land Surveyor~~

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

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

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~~§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. General Liability:~~

~~\$ 1,000,000 for each occurrence and \$ 2,000,000 policy aggregate.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Liability:~~

~~\$ 1,000,000 limit~~

~~§ 2.5.4 Workers' Compensation at statutory limits. Compensation:~~

~~\$ 1,000,000~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the Liability:~~

~~\$ 2,000,000 per claim and \$ 4,000,000 policy aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect shall ensure that the Owner is listed as an additional insured under each policy of insurance described in this Section, excluding Worker's Compensation and Professional Liability Insurance. Furthermore, there shall be a waiver of subrogation in favor of Owner.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. All certificates of insurance shall be furnished to the Owner, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to Owner (Said certificates of insurance to be delivered to Owner before commencement of work performed under this Agreement.)~~

~~§ 2.5.9 To the fullest extent permitted by law, Architect will indemnify and hold Owner, its officials, employees, and agents harmless from and against: (1) any and all losses, damages or liabilities, suits, judgments of sums of money to~~

any party accruing against Owner for loss of life or injury or damage to persons or property but only to the extent growing out of, resulting from, or by reason of any negligent act or omission in the operation of the Architect or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Architect under this Agreement; and (2) to the extent of proper payment from Owner, any and all claims and/or liens for labor, services, or materials furnished to the Architect in connection with the performance of its obligation under this Agreement.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

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

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

...

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

§ 3.6.6.2 The Architect's ~~inspections~~ reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.7 Closeout Phase

§ 3.7.1 The Architect shall prepare As-Constructed Record Drawings as a Basic Service. As-Constructed Record Drawings will be prepared based on redlined Contract Documents provided to the Architect by the Contractor. The Architect will provide to the Owner As-Constructed Record Drawings in PDF format.

...

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>

§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Owner</u>
§ 4.1.1.13	On-site project representation	<u>Owner</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Basic Services in Closeout Phase, based on as-built drawings provided by the Contractor</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18	Facility support services	<u>Owner</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27	Historic preservation	<u>Not provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>To Be Determined</u>
§ 4.1.1.30	Other Supplemental Services	<u>To Be Determined</u>
	<u>Geotechnical Engineering</u>	<u>Architect</u>
	<u>Topographic Survey</u>	<u>Architect</u>
	<u>Environmental Engineering</u>	<u>Architect</u>
	<u>Existing utility / GIS information</u>	<u>Owner</u>

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Programming

Civil engineering – Paving design (slab on grade) including driveways, parking areas, curbs, sidewalks, planters, and hardscape; Site grading; Pavement striping plan; Design of domestic water services (within 5'-0" of building walls to public tie-in); Design of sanitary sewer (within 5'-0" of building walls to public tie-in); Typical sections and miscellaneous details; Preparation of Drawings and Specifications

Landscape design – Planting plans and construction details, specifications.

As-constructed record drawings – Drawings for Owner's use that reflect as-constructed built conditions. These drawings will be dependent upon the Contractor furnishing complete as-built documents.

Geotechnical Engineering

Topographic Survey

Environmental Engineering (Hazardous Materials & Wetlands Delineation)

...

Detailed cost estimating beyond that required in Section 6.3

On-site project representation
Facility support services
Telecommunications/data design
Security evaluation and planning
Furniture, furnishings, and equipment design
Existing utility / GIS information

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- .1 ~~()~~ Two reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~()~~ Once weekly visits to the site by the Architect during construction, the duration of which shall be twelve months from the Notice to Proceed issued to the Contractor by the Owner to the Date of Substantial Completion.
- .3 ~~()~~ One initial and one follow-up, for a total of two, inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~()~~ inspections One inspection for any portion of the Work to determine final completion.

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

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§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

§ 5.8 ~~The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

§ 5.9 ~~The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

§ 5.10 ~~The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~

~~§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

~~§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

~~§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

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~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7 Agreement.~~

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Litigation in a court of competent jurisdiction

...

~~§ 8.3 Arbitration~~

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

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

...

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If Owner terminates this Agreement under this Section 9.4, Architect shall be owed only payment for services properly performed, less any costs incurred by Owner in completing the services through other means.

...

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section ~~9.3, 9.3~~ or Section 9.4, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

1 — Termination Fee:

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

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

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

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§ 10.10 Neither Architect nor anyone employed by Architect shall be considered an employee of the Owner for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto.

§ 10.11 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Owner. If the Owner 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.

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1 Stipulated Sum
(Insert amount)

~~()~~ % of the Owner's budget for the 8.30% of the constructed Cost of the Work, as calculated in accordance with Section ~~11.6~~.

3 Other
(Describe the method of compensation)

11.5

...

Programming	\$25,000.00
Civil Engineering	\$19,500.00
Landscape Design	\$19,500.00

Topographic Survey Surveyor's cost, plus Architect's 10% mark-up:
Surveyor's cost not to exceed \$10,000.00 without prior approval.

Geotechnical Engineering Engineer's cost, plus Architect's 10% mark-up:
Engineer's cost not to exceed \$20,000.00 without prior approval.

Environmental Engineering for Hazardous Materials Inspection
Engineer's cost, plus Architect's 10% mark-up:
Engineer's cost not to exceed \$7,630.00 without prior approval.

Wetlands Delineation Consultant's cost, plus Architect's 10% mark-up:
Consultant's cost not to exceed \$4,500.00 without prior approval

...

Compensation to be determined, and agreed to by Owner and Architect, prior to commencement of Work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	thirty	percent (	30	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	thirty	percent (	30	%)
Closeout Phase	five	percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:
 identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work and final cost of construction.

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred	percent (100 %)

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A – Waggonner & Ball, LLC Hourly Billing Rates.

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

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

Employee or Category

Rate (\$0.00)

Compensation for Reimbursable Expenses

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

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

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8 Compensation for Reimbursable Expenses Payments to the Architect

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

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

Initial Payments

§ 11.8.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

12% Per Annum

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

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

ARTICLE 12 SCOPE OF THE AGREEMENT

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

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

1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

2 Exhibits:

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

Other Exhibits incorporated into this Agreement:

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

Exhibit A – Waggoner & Ball, LLC – Hourly Billing Rates, as of 03/01/2023

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Andrew J. Sternad, Business Unit Leader

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

~~§ 11.10.2 Progress Payments~~

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

—%

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

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

~~ARTICLE 12 SPECIAL TERMS AND CONDITIONS~~

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

~~ARTICLE 13 SCOPE OF THE AGREEMENT~~

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

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

- ~~1~~ AIA Document B101™ 2017, Standard Form Agreement Between Owner and Architect
- ~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

- ~~3~~ Exhibits:

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

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

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

- ~~4~~ Other documents:

— (List other documents, if any, forming part of the Agreement.)

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

ORDINANCE NO. 23-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND AND REORDAIN SECTION 6-7, APPENDIX C OF THE CODE OF ORDINANCES AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City Council establishes the rules and regulations governing the sale of cemetery plots and the maintenance and control of the cemetery; and

WHEREAS, the City Administration desires to amend the pricing for crypts and niches in the mausoleum; and

WHEREAS, the City Council desires to amend the Code of Ordinance, Appendix C, which serves as a Fee and Fine Schedule and penalties set forth in the Code of Ordinances; and

WHEREAS the City Council of Mandeville desires to modify the following section of the City of Mandeville Code of Ordinances to delete references to specific fees and incorporate the revised Appendix C, exhibit A, as part of the text:

Section 6-7 (1) And Section 6-7 (2)

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 1-9 of the City of Mandeville Code of Ordinances be amended to:

Sec. 6-7. Administrative procedures

(1) *Burial permit:*

(a) Burial permit fees for in-ground burial ~~\$85.00~~ **\$100.00**

(b) ~~Administrative and cleanup 50.00~~ **Burial Permit fees for mausoleum burial\$100.00**

(c) Burial permit fees for in-ground burial of urns/ cremations ~~55.00~~ **\$80.00**

(d) ~~Administrative and cleanup 25.00~~ **Burial permit fees for mausoleum burial of urns/cremations\$80.00**

(2) *Sales of burial sites.* Burial sites shall be sold by the City of Mandeville in the amount provided for as follows: For any new purchases or transfers by the city of pre-existing burial sites in sections A. through K.

or for any future sites to be made available in the Mandeville Cemetery for burial sites shall be:

(a) Resident ~~\$1,100.00~~ **\$2,000.00**

(b) Nonresident ~~1,200.00~~ **\$2,200.00**

NOW THEREFORE, 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: 0

NAY: 0

ABSTENTIONS:0

ABSENT:0

and the ordinance was declared adopted this ____th Day of June 2023

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

APPENDIX C. CITY OF MANDEVILLE FEES & FINES

DIVISION 1.

GENERAL PROVISIONS

Sec. 1-9. - General penalty; continuing violations.

Where no specific penalty is provided therefor, the violation of any such provision of this Code of Ordinances or any such ordinance or resolution shall be punished by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment. Each day any violation of any provision of this Code of Ordinances or of any ordinance or resolution shall continue shall constitute a separate offense.

DIVISION 2.

ADMINISTRATION

Sec. 2-2. - Usage and fees of credit card or online convenience payments.

The city may provide credit card and online payment services for the payment of any city charges, fines, permits, taxes, fees and any remittance. The convenience fee for these services shall be paid by the party making the payment.

DIVISION 3.

ALCOHOLIC BEVERAGES

Section 3.3 Permits required; schedule of permits and fees.

- (1) *Manufacturers:* Five hundred dollars (\$500.00) for each establishment in the city.
- (2) *Wholesalers.*
 - a. Wholesalers dealing in high alcoholic content beverages: Five hundred dollars (\$500.00) for each place of business in the city.
 - b. Wholesalers dealing in low alcoholic content beverages: One hundred dollars (\$100.00) for each place of business in the city.
- (3) *Retailers.*
 - (a) Operation of an outlet for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class A.
 - (b) Operation of an outlet for low content alcoholic beverages for each place of business in the city: Thirty-five dollars (\$35.00). Class A.
 - (c) Operation of a package house for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class B.
 - (d) Operation of a package house for low content alcoholic beverages for each place of business in the city: Twenty-five dollars (\$25.00). Class B.

- (e) Restaurant/cafeteria: Operation of a bona fide restaurant or cafeteria where sixty (60) percent of the total business is in the sale of food, and light wine is sold for consumption on premises, for each place of business in the city: One hundred dollars (\$100.00).
 - (f) Charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be provided a fee free permit.
- (4) *Pro-rated fee*: The fee for any high content alcoholic beverage permit issued after July 1 in any year for any new business is one-half the annual fee.

Section 3.3-1 Permit required for sale of alcoholic beverages at special events.

- (1) Fees for nonprofit organizations in accordance with Chapter 2 of Title 12 of the Louisiana Revised Statutes shall be ten dollars (\$10.00).
- (2) Fees for private organizations other than charitable, religious or public service shall be fifty dollars (\$50.00) per day.
- (3) Fees for private organizations holding special events, the proceeds of which will be used solely for charitable, religious or public services shall be waived.
- (4) Fees for charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be waived provided written proof from the Internal Revenue Service of tax exempt status has been submitted.

Sec. 3-16. Renewal of permits.

- (1) *Penalties* If a dealer fails to file the application and pay the permit fees timely, there shall be added to the fee, in addition to other penalties provided in this chapter, a delinquency penalty of five (5) percent if the failure is for not more than thirty (30) days, with an additional five (5) percent for each additional thirty (30) days or fraction thereof during which the failure continues.

Sec. 3-20. Additional requirements and regulations for retail dispensers of alcoholic beverages.

- (1) Violations of subsection (b) of Section 3-20 of the City of Mandeville Code of Ordinances shall be fined as follows:
 - a. on the first offense two hundred dollars (\$200.00),
 - b. on the second offense five hundred dollars (\$500.00),
 - c. and upon the third or subsequent offense shall be fined five hundred dollars (\$500.00) plus suffer the revocation of his permit to sell intoxicating, spirituous, vinous or malt liquors.
- (2) Violations of subsection (c) of the City of Mandeville Code of Ordinances shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than ten (10) days or both.
- (3) Provided, that any offense under Section 3-20 of the City of Mandeville Code of Ordinances committed more than three (3) years prior to the commission of the crime for which the defendant is being tried shall not be considered in the assessment of penalties hereunder.

DIVISION 6.

CEMETERY

Sec. 6-7. Administrative procedures

(1) *Burial permit:*

- (a) Burial permit fees for in-ground burial ~~\$85.00~~ **\$100.00**
- (b) Administrative and cleanup ~~50.00~~ **Burial Permit fees for mausoleum burial
.....\$100.00**
- (c) Burial permit fees for in-ground burial of urns/ cremations ~~55.00~~ **\$80.00**
- (d) Administrative and cleanup ~~25.00~~ **Burial permit fees for mausoleum burial of
urns/cremations\$80.00**

(2) *Sales of burial sites.* Burial sites shall be sold by the City of Mandeville in the amount provided for as follows: For any new purchases or transfers by the city of pre-existing burial sites in sections A. through K. or for any future sites to be made available in the Mandeville Cemetery for burial sites shall be:

- (a) Resident ~~\$1,100.00~~ **\$2,000.00**
- (b) Nonresident ~~1,200.00~~ **\$2,200.00**

(3) *Prices for crypts and niches in the mausoleum:*

Singles/Main	
Tier A	\$5,950.00
Tier B	6,750.00
Tier C	6,450.00
Tier D	5,450.00

Single Modified Couch	
Tier A	\$6,350.00
Tier B	7,150.00
Tier C	6,850.00
Tier D	5,850.00

True Companion/In & Over	
Tier A	\$11,700.00
Tier B	13,300.00
Tier C	12,700.00
Tier D	10,700.00

Side-by-Side Singles	
Tier A	\$11,900.00
Tier B	13,500.00
Tier C	12,900.00
Tier D	10,900.00

NICHES

Level	Price
Tier A	\$2,300.00
Tier B	2,400.00
Tier C	2,500.00
Tier D	2,500.00
Tier E	2,400.00
Tier F	2,300.00
Tier G	2,000.00
Tier H	1,900.00

COMPANION NICHES

Level	Price
Tier A	\$4,600.00
Tier B	4,800.00
Tier C	5,000.00
Tier D	5,000.00
Tier E	4,800.00
Tier F	4,600.00
Tier G	4,000.00
Tier H	3,800.00

- (4) *Recordation.* All deeds transacted from this date forward shall be properly filed and recorded in the Land Records Office of the St. Tammany Parish Clerk of Court Office of Land Conveyance. Recordation charges and fees shall be charged on all transactions of purchases of burial sites designated a deed of ownership.

DIVISION 8

FIRE PREVENTION AND PROTECTION

Sec. 8-24. Penalty for False Alarms.

- (1) *Penalties for sending of false alarms:*

Number of False Alarms	Penalty
1 to 3	No fine assessed. Alarm user identification letter issued for 2 nd and 3 rd false alarm
4 to 5	\$250.00 fine per false alarm to alarm system user
6 and above	\$500.00 fine per false alarm to alarm system user

- (2) *Late Fee:* If an assessed fine has not been paid within thirty (30) days of the day the notice of fine was mailed or delivered by the alarm administrator and there is no appeal pending on the finding of the false alarm, the alarm administrator shall send a second notice of false alarm and fine by certified mail, return

receipt requested, along with a notice of late fee of twenty-five dollars (\$25.00). If payment is not received within ten (10) days of the day such notice was received, the fire district may take actions to collect the fine, including bringing claim in the appropriate small claims court or using the services of a collections agency.

DIVISION 8.5

FOOD AND FOOD SERVICE ESTABLISHMENTS

Sec. 8.5-7. - Violations and penalty.

Any food service operator violating the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon the conviction for such offense by the city court of Mandeville, Louisiana, shall be fined not less than:

- (1) *First offense:* ten dollars (\$10.00) nor more than fifty dollars (\$50.00) or be imprisoned for not more than twenty (20) days or both, in the discretion of the court.
- (2) *Second and succeeding offense:* not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) or be imprisoned for not less than twenty (20) days nor more than sixty (60) days, or suffer both fine and imprisonment in the discretion of the court.

Sec. 8.5-10. - Same—Penalty for violation.

Any person violating the provisions of section 8.5-9 shall be guilty of a misdemeanor and shall be fined not less than twenty dollars (\$20.00) nor more than one hundred dollars (\$100.00) for each such offense.

DIVISION 9

HEALTH AND SANITATION

Sec. 9-30.1. - Prohibiting scavenging of recyclable materials from residential areas within the corporate limits

- (b) Each removal of an item or items from a residential subdivision residence location or a single family residence location shall constitute a separate violation of this section. Unauthorized persons removing materials or bins other than those persons designated above shall be fined as follows:
 - (1) *first conviction of violation of this section:* twenty-five dollars (\$25.00) for each violation.
 - (2) *second conviction of violation of this section:* one hundred dollars (\$100.00) for each violation.
 - (3) *third and subsequent convictions of violation of this section:* two hundred fifty dollars (\$250.00) for each such violation.

Sec. 9-31. - Garbage service charge—Levied; collection of overdue charges.

- (1) *Monthly Service Charges:* The City of Mandeville shall levy, bill and collect a monthly garbage/trash service charge
 - (a) *Occupied dwelling, residence, and apartment:* seventeen dollars and eighteen cents (\$17.18) per month, broken down as solid waste at twelve dollars and eighty cents (\$12.80) and

recycling at four dollars and thirty-eight cents (\$4.38), for each occupied dwelling, residence and apartment.

- (b) *Apartment complexes which use a city approved dumpster:* seventeen dollars and eighteen cents (\$17.18), broken down as solid waste at twelve dollars and eighty cents (\$12.80) and recycling at four dollars and thirty-eight cents (\$4.38), per unit.
 - (c) *Commercial establishments:* a charge commensurate with the amount of refuse produced by said commercial establishment up to a maximum of five hundred dollars (\$500.00) per month.
- (2) *Unpaid Charges:* Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Should payment be collected through the Offset Claims Program, a fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected. Pursuant to L.R.S. 33:361, the agreement with the Louisiana Municipal Advisory and Technical Services Bureau Corporation for participation in the Offset Claims Program in the form attached hereto is approved, and the mayor is authorized to execute it.

Sec. 9-33. - Same—Penalty for nonpayment.

- (1) *Delinquency penalty:* A twenty-five (25) percent penalty charge shall be imposed for nonpayment of garbage service bills within twenty (20) days after their due date.
- (2) *Attorneys' fees:* In the event any delinquent garbage service bill is turned over to an attorney for collection, then there shall be added to the aggregate amount of the delinquent charge and penalty the sum of twelve (12) percent, but in no case less than twenty-five dollars (\$25.00), which shall be payable to the attorney.

DIVISION 10

MOTOR VEHICLES AND TRAFFIC

Sec. 10-66. - Impeding traffic and unattended motor vehicles.

- (b) *Penalty.* The registered owner of any motor vehicle or other means of conveyance violating this regulation shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed two hundred dollars (\$200.00) or imprisonment for a term not exceeding thirty (30) days or by both.

Sec. 10-88. - Failure or refusal to comply.

The penalty shall be a fine up to five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both for each violation.

Sec. 10-99. - Penalty for violation.

The penalty for any conviction of a violation of this includes all administrative costs, removal costs, and storage costs for each day or portion of day that the vehicle involved was impounded, together with a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both.

DIVISION 11

OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 11-22. - Public records request fee schedule.

(1)	Copies—Black and white	\$ 0.50	Per page
(2)	Copies—Color	1.00	Per page
(3)	Pre-produced/standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(4)	Custom/non-standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(5)	CD/DVD reproduction	15.00	0-1 Hour
		20.00	1-2 hours
		25.00	2-3 hours
		30.00	3-5 hours

		35.00	5-6 hours
(6)	Document transcription (at the then prevailing customary court reporter rate; plus any additional funds needed)	250.00	Deposit
(7)	After-hours review and copying: If the amount of documents or records requested is too vast to reasonably & timely review, count and copy during normal working hours, the party making the request must contact the legal department to schedule a time and place for such after-hour review. There shall be a maximum three-hour after-work-hours appointment at the cost of two hundred fifty dollars (\$250.00) per appointment in order for the party to view the requested documents at city hall. Each after-hour review shall be deemed separate for the purpose of payment. During such review(s), the party may designate a list of documents to be copied, and the city will prepare the documents and provide the requested documents as per law.		
(8)	It is specifically determined by the city that any document or material transferred to any media (i.e. such as more than one map transferred to digital CD or DVD media), then each document transferred shall be considered as separate items. For example, three (3) one-page documents transferred to a CD shall be considered as three (3) pages at fifty cents (\$0.50) plus fifteen dollars (\$15.00). The requesting party shall be responsible to pay the cost of each document transferred and the hereinabove scheduled cost of the applicable media used.		

GIS Map Duplicate Request Fee Schedule

Paper Size	Price	Additional Copies
(A) 8.5"x11"	\$5.00	\$1.00
(B) 11x17	\$10.00	\$2.00
(C) 18x24 (Bond Paper)	\$20.00	\$5.00
(D) 24x36 (Bond Paper)	\$25.00	\$10.00
(E) 36x36 (Bond Paper)	\$35.00	\$15.00
36x44 (Bond Paper)	\$40.00	\$20.00
36x48 (Bond Paper)	\$45.00	\$25.00
36x72 (Bond Paper)	\$50.00	\$30.00

*Digital Map (PDF, TIFF, JPEG, BMP)	\$5.00 per file, any size
*Aerial image add-on	\$10.00 in addition to hardcopy map fee
*Additional layers (no limit)	\$5.00 in addition to hardcopy map fee
*Customized Services (special data preparation, data conversion, data processing, data analysis etc).	\$40.00 / hour (1 hour min) in addition to hardcopy map fee

Digital GIS Data Feature Count With Pricing:

Feature Count	Price	Feature Count	Price
0 - 100	\$10	5,000 - 9,999	\$150
100 - 249	\$25	10,000 - 24,999	\$175
250 - 499	\$50	25,000 - 49,999	\$200
500 - 999	\$75	50,000 - 74,999	\$225
1,000 - 2,499	\$100	75,000 - 99,999	\$250
2,500 - 4,999	\$125	100,000 - 149,999	\$275

Sec. 11-83.3. - Alarm system installation and equipment requirements.

(f) *Penalty for failure to comply:* not less than one hundred [dollars] (\$100.00) nor more than two hundred fifty dollars (\$250.00) within any thirty-day period for each violation or shall perform community service, or both.

Sec. 11-83.8. - False alarms prohibited.

(g) *Penalty.* Violations of this ordinance or failure to comply with corrective action shall be subject to a fine of not less than one hundred fifty dollars (\$150.00) and not more than two hundred fifty [dollars] (\$250.00) for each violation.

Sec. 11-88. - Picnicking prohibited in certain areas.

(c) Whosoever shall violate this section shall be fined up to fifty dollars (\$50.00) or imprisoned for not more than ten (10) days, or both.

Sec. 11-110. - Definitions, application for license; form of license; investigation; issuance and renewal; license fee.

(j) *Fees.* Each organization applying for a license shall pay a fee in the following amounts:

(1) *A bingo license:* an annual fee in the amount of one hundred dollars (\$100.00), which said license fee shall be paid prior to the issuance of such license. All licenses issued pursuant to this subsection shall be for the fee of one hundred dollars (\$100.00), regardless of the period of time remaining in the current calendar year for which the same are issued.

(2) *A "one-event" license:* a twenty-five (\$25.00) fee for each such "one-event" application.

(3) *A "special game" license:* a twenty-five dollar (\$25.00) fee for each such "special game license" application.

(4) *Gross Profits filings:* All organizations which are issued licenses under the provisions of this article shall remit a fee to the City of Mandeville to provide for the examination and administration of records and audit fees according to the following scale based on the gross profits (i.e. net proceeds after allowable expenses) for the quarterly filing:

Net Proceeds	Percentage
\$1,000.00	1%
\$1,001.00 and up	3%

DIVISION 13

STREETS, SIDEWALKS AND PUBLIC PLACES

Sec. 13-13. - Mooring of noncommercial craft at public facilities on Bayou Castaine.

(d) *Failure to maintain sanitary facilities:* No waste water, oil, fuel, garbage, trash, refuse or other contaminants or waste, liquid or solid, shall be discharged into the waters of Bayou Castaine. Violation of this regulation shall be punishable by a \$500.00 fine and will be cause for immediate termination of the right to moor the vessel.

(4) *Penalties.* Whomever shall violate this section shall be fined one hundred dollars (\$100.00) per day for each day the vessel remains in the Harbor Wharfage Area beyond the current mooring period or imprisoned for not more than ten (10) days, or both, for each violation. Each day that such a condition continues shall be regarded as a new and separate violation.

DIVISION 14

TAXATION AND FINANCE

Sec. 14-3. - Same—Amount

- (b) *Retail dealers with gross sales less than ten thousand dollars:* businesses with gross sales of less than ten thousand dollars (\$10,000.00) shall pay an annual license fee of fifteen dollars (\$15.00).

Sec. 14-7. - Same—Amount.

- (1) *Minimum License:* The minimum license imposed as provided in [section 14-6](#) upon a company, society, association, corporation, firm or individual shall be the sum of ten dollars (\$10.00), provided the gross annual premiums without any deductions for dividends paid or otherwise credited to policy holders does not exceed two thousand dollars (\$2,000.00).
- (2) *Calculation of License:* the additional license thereafter shall be seventy dollars (\$70.00) on each ten thousand dollars (\$10,000.00), or fraction thereof, of gross annual premiums in excess of two thousand dollars (\$2,000.00).
- (3) *Maximum License:* the maximum amount of license tax from any one company, society, association, corporation, firm or individual shall not exceed twenty-one thousand dollars (\$21,000.00).

Sec. 14-8. - License tax on casualty and similar insurers.

Type	Gross Receipts	License Tax
1 st Class	\$0- \$2000	\$40.00
2 nd Class	\$2001-\$4000	\$60.00
3 rd Class	\$4001 - \$6000	\$80.00
4 th Class	\$6001 +	\$70.00 for each \$10,000 in excess of \$6,000.
<i>Maximum License</i>		\$9000.00

Sec. 14-11. - Low alcohol tax.

There is levied a tax [of] one dollar and fifty cents (\$1.50) per standard barrel of 31 gallons of low alcohol content beverages sold and consumed within the City of Mandeville.

Sec. 14-20. - License fees.

- (1) *Peddlers, as defined by R.S. 47:342 and falling under [section 11-48.1\(a\)\(1\)](#):* shall obtain a temporary license costing one hundred dollars (\$100.00) plus twenty-five (\$25.00) per cart.
- (2) *All other peddlers defined by R.S. 47:342:* shall obtain a license costing one hundred dollars (\$100.00).

Sec. 14-36. - Imposition of taxes.

- (a) *Scope, rates, tax of January 1, 1987.*

Rate	Item
one (1) percent of the sales price for each	item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due
one (1) percent of the cost price of each	item or article of tangible personal property

	when the same is not sold, but is used, consumed, distributed, or stored for use or consumption
one (1) percent of the gross proceeds	derived from the lease or rental of tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.
one (1) percent of the monthly lease rental price paid by lessee	monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property
one (1) percent of the gross proceeds	derived from the sale of services, as defined herein.

(b) Scope, rates, tax of July 1, 1991.

Rate	Item
One half of one (1/2%) percent of the sales price for each	item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due
One half of one (1/2%) percent of the cost price of each	item or article of tangible personal property when the same is not sold, but is used, consumed, distributed, or stored for use or consumption
One half of one (1/2%) percent of the gross proceeds	derived from the lease or rental of tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.
One half of one (1/2%) percent of the monthly lease rental price paid by lessee	monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property
One half of one (1/2%) percent of the gross proceeds	derived from the sale of services, as defined herein.

Sec. 14-43. - Remedies for collection, including interest; penalties, etc.

(c) Delinquent Payment:

- (1) *First thirty days late:* If the amount of tax due by the dealer is not paid on or before the twentieth (20th) day of the month next following the month for which the tax is due, there shall be collected, with said tax, interest upon said unpaid amount, at a rate not exceeding fifteen (15) percent per annum, or fractional part thereof, to be computed from the first day of the month next following the month for which the tax is due until it is paid;
- (2) *Each thirty days thereafter:* in addition to the interest that may be so due there shall also be collected a penalty equivalent to five (5) percent for each thirty (30) days, or fraction thereof, of delinquency, not to exceed twenty-five (25) percent in aggregate, of the tax due, when such tax is not paid within thirty (30) days of the date the tax first becomes due and payable; and
- (3) *Attorneys' fees:* in the event of suit, attorney's fees at the rate of ten (10) percent of the aggregate of tax, interest and penalty.

Sec. 14-104. - Rates of license tax.

(a) *Chain Store License Tax Schedule:*

Number of Stores in Group at Least	But Not More Than	License
2	10	\$10.00
11	35	\$15.00
36	50	\$20.00
51	75	\$25.00
76	100	\$30.00
101	125	\$50.00
126	150	\$100.00
151	175	\$150.00
176	200	\$200.00
201	225	\$250.00
226	250	\$300.00
251	275	\$350.00
276	300	\$400.00
301	400	\$450.00
401	500	\$500.00
501 and over		\$550.00

Sec. 14-107. - When payable, interest penalties, posting license.

(b) Delinquency Penalty

- (1) *for less than 30 days:* In addition to the other penalties otherwise provided for, a delinquency penalty of five (5) percent shall be paid if the delinquency in payment is for less than thirty (30) days;
- (2) *for each additional 30 days:* with an additional delinquency penalty of five (5) percent for each additional thirty (30) days or fraction thereof during which the delinquency continues.

Sec. 14-108. - Penalties.

In addition to the other penalties provided herein, whosoever shall violate the provisions of the article shall be fined not to exceed one hundred dollars (\$100.00) and shall be imprisoned for not more than thirty (30) days, or both.

DIVISION 15

TOBACCO AND TOBACCO PRODUCTS

Sec. 15-3. - Application for license; term of license; license fee.

(e) There is hereby imposed an initial license fee of twenty-five dollars (\$25.00) for the issuance of a license to sell tobacco products.

Sec. 15-7. - Renewal of permits.

- (1) *Renewal Application Timely Filed:* The application for renewal shall be accompanied by a renewal fee of ten dollars (\$10.00).
- (2) *Untimely Filed Renewal Application:* If a licensee fails to file a renewal application and pay the renewal fee timely, there shall be added to the fee a delinquency penalty of three dollars (\$3.00) if the failure is for not more than thirty (30) days, with an additional three dollars (\$3.00) for each additional thirty (30) days or fraction thereof during which the failure continues.

DIVISION 16

VEHICLES FOR HIRE

Sec. 16.5. - Fee for permit.

DIVISION 17

WATERS AND SEWERS

Sec. 17-12. - Deposits for water meters prescribed.

The following deposits for water meters shall be paid before water service is furnished to a customer:

Rate No. 1		Rate Nos. 2, 3 & 4	
By owner of a residence	\$50.00	Business operated by owner of structure	\$80.00
By tenant of a residence	\$75.00	Business operated by tenant of structure	\$125.00

Sec. 17-13. - Charge for turning on water.

After the first turning on of the water to any consumer, a charge of twenty-five dollars (\$25.00) shall be paid in advance for any turning on of water thereafter, in addition to all charges, no matter from what cause cut off, except that no charge shall be made after cutting off for repairs or extensions.

Sec. 17-14. - Monthly water service charges; collection of overdue charges.

Gallons	Residential	Commercial
First 3000 gallons	\$10.00	\$19.00
Next 16,000 gallons	\$1.10 per 1000 gallons	\$1.10 per 1000 gallons
Next 30,000 gallons	\$1.30 per 1000 gallons	\$1.30 per 1000 gallons
All over 50,000 gallons	\$1.50 per 1000 gallons	\$1.50 per 1000 gallons

A late fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected.

Sec. 17-15. - Monthly municipal sewer system charges; calculation and levy thereof; collection of overdue charges.

	Existing Sewer Users	New Sewer Customers	Overdue Charges
Residential Customers	\$12.00	\$12.00	\$25.00
Nonresidential Customers	\$20.00	\$20.00	\$25.00

Sec. 17-29. Special fees for citizens sixty-five years of age or older.

Fee	Price
Water Fee	\$5.00/month
Garbage & Trash Collection Fee	\$6.00/ month
Sewerage Fee	\$4.00/month
Any other designated special fee	50% of normally levied fee or \$1.00, whichever is greater

Customers who qualify for the special fees who are not connected to the municipal water system shall be levied and billed the aggregate total of other municipal services **not to exceed eight dollars (\$8.00) per month.**

DIVISION 18
BOARDS, COMMITTEES & COMMISSION

DIVISION 19
PLANNING & DEVELOPMENT (COMPREHENSIVE LAND USE REGULATION ORDINANCE)

CLURO 1.9.5. Penalty

Penalty for any violation of CLURO: Any person violating any provision of these regulations shall be guilty of a misdemeanor, and deemed a public nuisance and upon conviction shall be punished for each separate offense by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment, or as provided in Section 1.9 of the Code of Ordinances of the City of Mandeville, whichever is greater. Each day any violation of any provision of these regulations shall continue shall constitute a separate offense.

4.3.1.4. Fees for Requests to Amend the Official Zoning Map.

Request	Amount
R-1, R-1X or R-2 Zoning	\$75.00 per acre or fraction thereof, up to a maximum of \$1,500.00
R-3, MH, O/R or B-3 Zoning	\$150.00 per acre or fraction thereof, up to a total maximum of \$2,100.00
B-1, B-2, B-4, PM-1, PM-2, Planned	\$250.00 initial processing fee, plus \$150.00 per District, M-1, M-2, or Industrial Zoning acre up to ten (10) acres. For each acre or fraction thereof over 10 acres, \$10.00 per acre shall be charged.

4.3.2.4. Application and Fee.

(j) *Application Fee for Special Use Permit:* Application fee of fifty (\$50.00) dollars per acre site or fraction thereof shall be submitted in conjunction with an application for a Special Use Permit.

4.3.4.2. Fees for Filing Appeals and Variance Requests.

Type of Fee	Cost
Appeal to the Zoning Commission Fee	\$25.00

Variance Request Fee	\$75.00
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4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.

Type of Fee	Cost
Application Fee	\$15.00
Renewal Fee	\$10.00

5.1.9. Penalty for Failure to Obtain a Permit or Required Inspections and Reinspection of Failed (2)

Failure to Obtain an Approved Inspection Prior to Pouring of Slab/Footing

Number of Penalties	Penalty
1 st Offense	\$500 and letter from LA Licensed Civil Engineer
2 nd Offense	\$1,000 fine and letter from LA Licensed Civil Engineer
3 rd Offense	\$1,000 fine and removal of the structural slab or footing

Reinspection Fees

Number of Reinspection	Fee / Penalty
1 st Reinspection	\$40.00
2 nd Reinspection	\$80.00
3 rd Reinspection	\$120.00
4 th Reinspection	\$240.00
5 th Reinspection	Citation and "stop work" order issued

5.2.5.4. Sewer and Water Impact Fees.

Impact Type	Sewer Fee	Water Fee
Residential Impact Fee	\$900.00 per residential unit	\$1100.00 per residential unit
Non-Residential Impact Fee	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots

5.2.5.5. Water and Sewer Connections Fees.

1. Water Connection Fees:

¾" tap	\$315.00
1" tap	\$420.00
1.5" tap	\$520.00
2" tap	\$650.00
Contractors deposit	\$100.00 (Maximum \$90.00 refundable based on use)
Water connection inspection fee	\$25.00

2. Sewer Connection Fees:

4" tap	\$300.00
6" tap	\$400.00
Sewer connection inspection fee	\$25.00

3. *Reduction of Fee:* The City may reduce the normal connection fee charged by the City from \$300.00 to \$125.00 for residences mentioned in section 17-79(a) of the City Code. Owner must bear the cost of extending the sewer line to connect to the City's clean-out at the property line.

5.5. FEES FOR BUILDING PERMIT APPLICATIONS.

5.5.1 General Structure of Fees for Development Permits for Buildings	
If estimated construction cost is less than \$5,000.00	\$40.00 for each required inspection
Plan Review Fee for all Building Permits	10% of the building permit fee
5.5.2. Fees for Development Permits.	
Minimum Permit Fee	\$40.00
Single, 2-family, and townhome dwellings	multiply the under-beam square footage of the construction by thirty (\$0.30) cents
Commercial, multi-family, and combined use structures	multiply the under-beam square footage of the construction by thirty-five (\$0.35) cents
Demolition	\$100 plus \$500 streets bond
Moving Building	\$100 plus \$500 streets bond
5.5.3. Required Building Permit Fees for Minor Remodeling and Renovation.	
Minor Remodel/ Renovation requiring electrical wiring, plumbing or structural change	\$40.00 per required inspection
5.5.5. Required Fees for Tree and Shrub Removal Permits for Other Than R-1, R-1X and R-2 Districts.	
Landscape installations and tree and shrub removal	\$40.00
Minimum Permit Fee	\$40.00
5.5.6. Required Fee for Clearing Permit.	
Clearing permit	\$50.00
Inspection of site clearing work	\$50.00
5.5.7 Required Fees for Single- and Two-Family Residential Accessory Use Permits.	
Accessory structure for single and two family residential use	\$40.00
Accessory structures such as, but not limited to pools, fences, or masonry walls; storage buildings and detached structures; fixed or movable marquees and awnings	\$40.00 per required inspection
5.5.8. Required Fees for Electrical, Mechanical, Plumbing, and Fuel Gas Permits and Inspections.	
Electrical, mechanical, plumbing, and fuel gas permits	\$40 for inspection plus \$2.00 for each fixture, circuit, combustion producing device, device utilizing a chimney or duct, or any other separate fixture, fitting, or system requiring inspection.
5.5.9. Fees for Public Improvement Permits.	

Electrical Sign	\$10.00		\$20.00 per face	\$0.50 per SF	\$40.00		
Non-Electrical Sign	\$10.00		\$15.00 per face	\$0.50 per SF	\$40.00		
Temporary Sign	\$10.00		\$10.00 per face	\$0.50 per SF	\$40.00		
Street Banner Sign	\$10.00	\$15.00			\$40.00		
Billboard	\$10.00				\$40.00	\$100.00 per face	\$50.00 per face
Mural	\$10.00	\$25.00			\$40.00		

10.10 Licensing of Contractors

Type of License	Initial Fee	Annual Renewal Fee
Sign Contractor's License	\$150.00	\$50.00

12.4.1. [Subdivision application and associated fees.]

1. Low-Density Residential Subdivision (One- and Two-Family Homes).

Subdivision over 5 acres	\$5,000.00 + \$100.00 per lot.
Subdivisions less than 5 acres	\$250.00 per lot.
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

2. High-Density Residential and Non-Residential Subdivisions.

Subdivisions/Resubdivisions	\$0.05 per square foot of area.
Non-Residential Subdivisions/Resubdivisions	\$5,000.00 plus \$1,000.00 per acres or fraction thereof for every acre over 2.5 acres

3. Fees for Application of High-Density Residential and Non-Residential Subdivisions.

Application for tentative approval	20%
Application for preliminary approval	60%
Application for final approval	20%
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

4. Minor Subdivisions/Resubdivisions (No Utilities).

Application Fee	\$300.00
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DIVISION 20
MAYOR'S COURT

(1) Fines:

VIOLATION	FINE
SPEEDING 1-10	200.00
SPEEDING 11-15	215.00
SPEEDING 16-20	225.00
SPEEDING 21-30	240.00
SPEEDING 31-OVER	275.00
SPEEDING SCHOOL ZONE 1-0	250.00
SPEEDING SCHOOL ZONE 11-15	275.00
SPEEDING SCHOOL ZONE 16+	300.00
PASSING SCHOOL BUS	425.00
SEAT BELT	50.00
CHILD RESTRAINT 1ST OFFENSE	150.00
SMOKING IN VEHICLE WITH CHILD	250.00
DRIVING UNDER SUSPENSION	275.00
EXCESSIVE ACCELERATION	225.00
DRAG RACING	260.00
TEXTING WHILE DRIVING 1ST OFFENSE	250.00
TEXTING WHILE DRIVING 2ND OFFENSE	500.00
RECKLESS OPERATION	275.00
CARELESS OPERATION	225.00
FAILURE TO STOP	200.00
FAILURE TO YIELD	200.00
HIT AND RUN	275.00
FAILURE TO DIM HEADLIGHTS	175.00
FOLLOWING TO CLOSE	225.00
IMPROPER BACKING	225.00
NO TRUCK ROUTE 32:262	175.00
AVOID LIGHT/INTERSECTION THRU PROP	175.00
OFF-ROAD VEHICLE	175.00
CROSSING FIRE HOSE	175.00
HANDICAPPED PARKING	300.00
FAILURE TO REPORT ACCIDENT	200.00
IMPEDING TRAFFIC	175.00
NO U-TURN	200.00
CROSSING BARRICADE	150.00
OBSTRUCTION OF ROADWAY	175.00
IMPROPER LANE USAGE	175.00

PASSING ON SHOULDER	200.00
OPEN CONTAINER	275.00
NO DRIVERS LICENSE ON PERSON	175.00
EXPIRED DRIVERS LICENSE	175.00
NO DRIVERS LICENSE	225.00
NO PROOF OF INSURANCE	175.00
NO INSURANCE	225.00
SWITCHED LICENSE PLATE	225.00
EXPIRED LICENSE PLATE	175.00
FAILURE TO CHANGE ADDRESS	175.00
IMPROPER PARKING	150.00
NO MVI	175.00
NO REGISTRATION	225.00
NOISE ORDINANCE	225.00
IMPROPER TURN	200.00
RED LIGHT	200.00
HANDS FREE SCHOOL ZONE	250.00
HEADLIGHTS WHEN REQUIRED	75.00
PROPER EQUIPMENT	175.00
MODIFIED/LOUD EXHAUST	175.00
NO LICENSE PLATE	200.00
EXPIRED MVI	175.00
CONTEMPT	300.00

(2) Fees & Costs

Court Costs	\$30.00 per offense
Filing Fee	\$1.00 per page, not to exceed \$30.00
Witness Fee, Service of Process, and Cost for Mileage	\$50.00 per day, not to exceed \$150.00 per day

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

ORDINANCE NO. 23-19

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE REPEALING
AND REPLACING ARTICLE 10: SIGN CODE OF THE LAND USE REGULATIONS
OF APPENDIX A- COMPREHENSIVE LAND USE REGULATIONS OF THE CITY OF
MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, City Council of Mandeville approved and adopted Ordinance 15-11, which codified Article 10 Sign Code of the Land Use Regulations of Appendix A of the Comprehensive Land Use Regulations (CLURO) of the City of Mandeville; and

WHEREAS, the City of Mandeville Dept. Of Planning and Development contracted with Desire Line to review and amend the Sign Code; and

WHEREAS, the revised Code creates regulations that reflect current technology and terminology, removes and amends outdated and inappropriate standards, and clarifies definitions; and

WHEREAS, the revised Code ensures all regulations and prohibitions are compliant with the Louisiana and United States Constitutions, including but not limited to content neutrality and other 1st amendment considerations; and

WHEREAS, the Planning Commission recommended to approve the amendments to Article 10 as per **EXHIBIT A**.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Article 10 of the CLURO, be adopted as if incorporated herein *in extenso* and amended to read as set forth in **EXHIBIT A**;

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:



CITY OF MANDEVILLE, LA

PLANNING AND DEVELOPMENT

P: (985) 624-3103

W: www.cityofmandeville.com/planning

E: permits@cityofmandeville.com

City Council

Rick Danielson (at Large)
Jason Zuckerman (at Large)
Rebecca Bush (District I)
Dr. J. Skelly Kreller (District II)
Jill McGuire (District III)

CLURO Text Study

Sign Code Amendment

Study Intent: To conduct a text amendment to CLURO Articles 2, 5, 6, 7, and 10 to amend regulations relative to the installation of signs City-wide including, but not limited to provisions to ensure that regulations are content-neutral, clear, and concise and to address issues such as abandoned signs, hazardous signs, temporary signs, free-standing signs, murals, and materials used in sign construction..

Docket No. P23-04-02

Study Effect: Citywide

Public Notice Dates:

Public Hearing Date:

Findings.

1. **Background of CLURO and Sign Code in Mandeville.** The Comprehensive Land Use Regulations Ordinance (CLURO) was adopted in 2015 and the sign regulations have not been amended since its adoption. The Planning Commission and Council acted in 2022 to initiate a study of the code with the intent to:

- Create regulations that provide a means of implementing the policies & goals of the City of Mandeville Comprehensive Plan and other related long-range planning policy documents
- Create regulations that address market trends, incorporate best practices and address contextual issues throughout the City
- Remove or amend outdated or inappropriate standards
- Remove redundancies and conflicts
- Create clear definitions and terminology
- Ensure all regulations and prohibitions are compliant with the Louisiana and United States Constitutions, including but not limited to content neutrality and other 1st Amendment considerations
- Provide graphics and illustrations to supplement, replace and/or clarify written regulations; and
- Craft regulations that provide for effective administrative enforcement

A singular issue that attracted input during the period of the CLURO's implementation from 2015 to present was the issue of electronic signs. The 2015 CLURO adoption featured a ban on new electronic signs (electronic variable message or EMC and electronic message centers or EMC signs) and enabled the amortization of existing electronic signs. Despite a Council agenda featuring reconsideration of this prohibition and amortization, the prohibition has remained and the amortization period for these signs is now over.

2. **Justification for Sign Regulations Generally.** Without appropriate regulations, signs can pose a clear danger to vehicle traffic and pedestrians. Signs are a proper use of private property, a means of personal free expression and a necessary component of a commercial environment, however, an improperly regulated sign environment imposes health and safety dangers to the public.
3. **Signs and Traffic Safety.** It has been long recognized that sign controls are needed to promote traffic safety and avoid traffic accidents. Signs can distract motorists by impairing visibility. Traffic safety is improved by restricting the size, height, and locations of signs. Signs, if unregulated, can confuse motorists by mimicking traffic safety signals and signs and thereby cause serious injury or traffic fatalities. Effective sign regulation lessens hazardous conditions, confusion and visual clutter caused by the proliferation, improper placement, illumination and excessive height and size of signs which compete for the attention of pedestrians and vehicular traffic.

4. **Signs and Community Character.** Insufficiently-regulated signs may negatively affect the character of communities and the value of buildings. For example, blighted and antiquated signs and sign structures (i.e., the pole with a blank structure for a sign face) can contribute to an overall image of blight and a reduction of property values in declining areas if not addressed and removed via sign controls. Sign clutter and light pollution can reduce the effectiveness of signs because each sign is in competition for attention, thereby reducing their visibility.
5. **Sign Clutter.** While sign regulation serves the interests of the business community, unregulated competition among businesses where individual business signs are not adequately visible results in too many signs and a point of diminishing returns. Sign regulations help to maintain the scenic heritage and unique character of the community by implementing uniformity of standards and quality in signs. Signs substantially influence the appearance of the community, and sign regulation is essential to the community's long-term economic viability. Sign controls improve visual character.
6. **Reed v. Gilbert and Content Neutrality.** In 2015, the U.S. Supreme Court decided the case of *Reed v. Town of Gilbert*¹ (576 U.S. 155) that established strict scrutiny of content-based sign regulations. This and subsequent cases severely limited the circumstances in which content can be used to regulate signs. Best practices in sign regulation following this and subsequent court decisions focuses on regulating signs in a manner that is “content-neutral” meaning regulation of the time, place, and manner of signs regardless of the speaker or message conveyed in a sign.
7. **Temporary Sign Allowances and Enforcement.** In order to maintain content-neutrality in sign regulation the recommended amendments include the removal of regulations that are based on a number of temporary sign categories such as “real-estate signs,” “non-commercial signs,” “seasonal banners,” “garage sale signs,” and “election signs.” All of these sign types regulate signage based on the content or speaker (purpose or message) of the sign. In order to effectively regulate all of these categories of signs, the recommendations herein focus on clear regulation of temporary signs, including cumulative limits on the number and size of temporary signs (of any purpose), the reduction of permit requirements where possible (to preserve staff time and reduce the possibility for content-based permitting) and a precise focus on enforcement (to ensure that if a site exceeds these requirements for temporary signage it can be removed immediately). Although temporary signs can be adequately managed through a complaint-based field enforcement approach, these recommendations include the provision to prohibit snipe signs and feather signs, as many jurisdictions find that these sign types can become debris and can quickly contribute to sign clutter and nuisance.
8. **Current Sign Code.** The currently effective City of Mandeville sign code is intended to be content-neutral (and therefore compliant with first amendment protections as interpreted in the *Reed v. Gilbert* case), however the sign code can be enhanced by adding clarity and regulatory content regarding:
 - Eliminating regulatory categories of signs that are not content-neutral and could be interpreted as regulating speech based on the content or speaker;
 - Eliminating regulations that are outdated, such as those regulations for the amortization of electronic signs
 - Creating clear tables and definitions of sign types so that administration of the sign code is user-friendly and easy to understand
 - Clarifying the prohibition on EVM and ECM signs and billboards
 - Adding best practices regulations for murals
 - Clarifying and simplifying how temporary signs are regulated and how such signs can be removed if found to be noncompliant
 - Clarifications to the removal of abandoned signs or signs in disrepair
9. **Mandeville’s Community Character and Needs for Sign Regulation.** The City of Mandeville also has a specific aesthetic and historic character that is especially important given the proximity of residential and commercial uses. The Code of Ordinances specifically states that, “Since its incorporation in 1840, Mandeville has been a place to live and work in retreat from the stress, congestion and pollution of the metropolitan city².” To this end, Mandeville sign regulations should ensure that

¹ <https://www.signs.org/local-sign-code-guidance/reed-v-town-of-gilbert>

² CLURO Article 1, Section 1.2.4.

new signage placed in the City does not include intrusive lighting and is built to a human and pedestrian scale rather than a scale for heavy highway or interstate signage. The recommendations within this study aim to generally reduce the visual clutter of outdoor signage by:

- Expanding allowances for a-frame or sandwich board signs which have a traditional development aesthetic;
- Requiring all new detached signs to be designed as monument signs or use wooden sign posts; and
- Reducing the overall sign area allowances for commercial and residential districts, including the B-3 district.

10. **Reduction in Light Pollution.** Article 8 of the CLURO, regarding outdoor lighting states, “These regulations are intended to implement “dark skies” principles in the City of Mandeville Good outdoor lighting at night benefits everyone. It increases safety, enhances the City's nighttime character, and helps provide security. New lighting technologies have produced lights that are extremely powerful, and these types of lights may be improperly installed so that they create problems of excessive glare, light trespass, and higher energy use. Excessive glare can be annoying and may cause safety problems³.” Similarly, brightly lit and insufficiently shielded and directed sign lighting (either internal illumination or external lighting that creates up light), can cause light pollution in the suburban environment. The recommendations within this study aim to reduce potentially harmful light pollution from signage.

11. **Clear Prohibition of LED Strip Lighting.** LED strip lighting is an emerging trend in commercial lighting, however it can be extremely disruptive to residents and motorists due to it’s extreme brightness and use of this type of lighting for flashing or moving displays. This type of lighting is not appropriate in Mandeville so the recommendations herein include a clear prohibition on this type of lighting and signage including this type of lighting.

Example of LED Strip Lighting:



Image source: <https://borderline-lighting.com/shop/package-specials/window-light-led/>

12. **Flexibility for Signage Internal to a Site.** The recommendations in this study feature specific standards for drive-through signs and signs oriented to rear doors and internal circulation, as well as incidental signs and window signs. The intent of these amendments are to balance property owners’ need to guide vehicular and pedestrian traffic within a site while maintaining a landscape free of visual clutter along public streets.

13. **Allowances for Hanging Signs, Canopy Signs, Certain Neon Signs, and Blade Signs.** The recommendations in this study allow for creative use of various sign types such as signs that hang from a balcony above a walkway, signs that are printed on a canopy or awning, use of neon signs in limited circumstances that are innovative and have a distinctive appearance, and blade signs (signs that are affixed to a building wall but project outward from the building face). These types of signs can create a more historic or “small-town” feel through their aesthetic appearance, while allowing for sign visibility.

14. **General Intent.** Sign regulations established in this section balance concerns related to maintenance and safety with freedom of expression or speech. When signage content is considered, such consideration is to ensure public health and safety, and include signs necessary for emergency response, law enforcement, and the prevention of traffic or health fatalities.

³ CLURO Article 8, Section 8.1.10.1.

Summary of Recommended Amendments.

1. Reorganize sign ordinance headings to serve as a user-friendly guide and follow a general outline that includes: general intent → administration → definitions → prohibited and exempt signs → procedures → construction and design standards → nonconforming signs → additional sign procedures → enforcement.
2. Clearly prohibit billboards, unsafe placement of signs or signs placed in a right-of-way, and feather signs, among other sign types.

Example of a feather sign:



3. Exempt temporary signs from sign permit requirements, limit all sites to two temporary signs per site with a cumulative maximum of 8 square feet in residential and B-3 districts and one temporary sign per street frontage with a maximum of 16 square feet per sign in commercial districts and limit all temporary signs to be installed for a maximum duration of 90 days. Clarify that these signs may not be installed in any rights of way and that the City is authorized to remove illegally installed temporary signs.
4. Clarify the treatment of etched signage or text above a door, in a window, or within the architectural elements of a building.
5. Clarify how signs are to be measured when reviewed by the City.
6. Clarified roles of the Planning Director and Building Inspector in the processes of reviewing, permitting, and inspecting signs in the City.
7. Allow the use of neon and similar signage techniques only in limited circumstances and when innovative design is employed in keeping with best practice for the use of neon signage.
8. Added a set of consolidated tables to describe which types of signs are allowed in each zoning district.
9. Restricted free-standing signage to only monument-type signs or signs with wooden posts in residential and institutional districts.
10. Restricted the ability for signs in residential district to be illuminated (requiring shielding, prohibiting uplight, restricting lighting to certain sign types).
11. Reduced sign area allowances for all commercial and mixed use districts, including for complex developments.
12. Clarify the treatment of signs internal to a site that are oriented to drive-through uses, used for internal circulation and direction, or are incidental to a use and not visible from a right-of-way.
13. Reduce allowable window signage area and add clearly enforceable standards for window sign placement and methods.
14. Enabled legally nonconforming signs to replace sign face without losing their legally nonconforming status.
15. Removed outdated language relevant to the amortization of electronic signs.
16. Added flexibility for neon, roof, marquee, and etched signs in the Historic Preservation District, subject to Historic Preservation District Commission review and certificate of appropriateness.

EXHIBIT A: PROPOSED SIGN CODE TEXT

Key for reviewers:

* * *

The asterisks above indicate where existing code text should remain as is currently published.

- 1. That the City of Mandeville amend the Code of Ordinances, Appendix A – Comprehensive Land Use Regulation Ordinance, Division I. - General and Administrative Provisions, Article 2. – General Administrative Provisions, Section 2.5 – Responsibilities of City Departments and Staff, and Article 5. - Building Codes and Permitting Requirements, Section 5.8 – Required Licensing and Bonding of Contractors to remove references to billboards to read as follows:

ARTICLE 2 - GENERAL ADMINISTRATIVE PROVISIONS

* * *

2.5. RESPONSIBILITIES OF CITY DEPARTMENTS AND STAFF.

* * *

2.5.3. Qualifications and Duties of the Building Inspector.

- 1. *Qualifications of the Building Inspector.* The qualifications of the Building Inspector shall be defined by the civil service codes of the City of Mandeville. In addition, the Building Inspector shall be minimally required to have an IBC Certified Building Inspector, Plan Review and Coastal Construction Inspection certifications. The Building Inspector, or his designee(s), being the party responsible for plumbing, electrical and mechanical inspections, shall be required to have Plumbing, Electrical and Mechanical Inspection certifications by International Code Council (ICC), respectively.
- 2. *Duties of the Building Inspector.* The Building Inspector or his duly authorized representative shall perform the following duties:
 - a. Interpret the provisions of the adopted codes of the International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC) and the National Electrical Code (NEC) as identified in Article 5 and receive applications required by these regulations, issue permits and furnish the prescribed certificates. He shall examine premises for which permits have been issued and shall make necessary inspections to see that the provisions of law are complied with and that construction is prosecuted safely. He shall assure that all permits issued are in conformance with all adopted codes of the City by enlisting the approval of the Planning Director and the Director of Public Works (or by the City Engineer when the services of the City Engineer are determined necessary by the Public Works Director) for all permits involving work falling within the code provisions administered by these individuals.
 - b. The Building Inspector shall enforce all laws relating to the construction, alteration, removal, demolition, raising or lowering equipment, use and occupancy, location and maintenance of buildings and structures, including electrical, plumbing, air-conditioning, heat and appurtenances thereto, together with elevators, signs, marquees and awnings and any and all other separate ordinances wherein he is charged with the enforcement authority and responsibility. He shall, when requested by proper authority or when the interests of the municipality so require, make investigations in connection with matters referred to in these codes and render written reports on same. To enforce compliance with law, to remove illegal or unsafe conditions, to secure the necessary safeguards during construction, or to require adequate exit facilities in buildings and structures, he shall issue notices or orders as may be necessary; and

* * *

ARTICLE 5 - BUILDING CODES AND PERMITTING REQUIREMENTS

* * *

5.8. REQUIRED LICENSING AND BONDING OF CONTRACTORS.

* * *

5.8.1.2. Sign Contractor Registration Requirement.

1. No person shall engage in any business or activity described in Article 10 without complying with the terms of the following requirements.
2. Every person commercially engaged in constructing, erecting, installing, maintaining or operating outdoor advertising, advertising structures, advertising signs, painted signs on structures, signboards or similar devices, whether as a primary or incidental activity, and whether or not such person is otherwise registered by the City, shall obtain a sign contractor's registration and pay a fee as the Mayor and City Council shall deem appropriate.
3. In addition to the general sign contractor's registration requirement, electrical signs may only be installed by an electrician registered with the City.

* * *

2. **That the City of Mandeville amend the Code of Ordinances, Appendix A – Comprehensive Land Use Regulation Ordinance, Division II. – Buildings and Zoning Regulations, Article 6. – Land Use Classifications, Section 6.8 – Accessory Use Classifications, and Article 7 - Zoning District Regulations to remove references to speaker oriented on- and off- premise signs, clarify the sign standards applicable to the G-O district, and clarify that signs in the Historic Preservation Overlay District must undergo Commission review to read as follows:**

ARTICLE 6 - LAND USE CLASSIFICATIONS

* * *

6.8. ACCESSORY USE CLASSIFICATIONS.

* * *

6.8.3. Accessory Uses - Residential

The following activities are specifically regarded as accessory to residential principal uses and may only occur subsequent to the occupancy of the principal structure:

1. Incidental storage of household items or yard maintenance equipment owned by the occupant of the principal structure.
2. Offices or studios for personal use within an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on personal business or artistic activities of a non-commercial nature, so long as such activities do not fall within the definition of a home occupation.
3. Hobbies or recreational activities of a noncommercial nature.
4. The renting out, on a monthly or longer basis, of one (1) room within a dwelling unit to not more than two persons who are not part of the family that resides in the dwelling unit, provided the room is not equipped with cooking facilities.
5. Yard sales or garage sales, so long as such sales are not conducted on the same lot for more than three (3) days (whether consecutive or not) during any 90 day period.

6.8.4. Accessory Use – Outdoor Dining

Outdoor seating and tables for a restaurant that is otherwise allowed within the applicable zoning district and complies with applicable district regulations.

ARTICLE 7 - ZONING DISTRICT REGULATIONS

* * *

7.6. OVERLAY ZONING DISTRICT REGULATIONS.

* * *

7.6.2. G-O Gateway Overlay District.

* * *

7.6.2.8. *Building Elements.*

* * *

6. *Signage.* Signage in the Gateway Overlay District shall be provided in accordance with Article 10. - Sign Code.

* * *

7.6.4.4. Applicability

The regulations of the District shall apply to:

1. Exterior architectural features related to those buildings or structures that are classified as Contributing, Significant, or Landmark on the Historic Preservation District Survey; and
2. Demolition and relocation of buildings and structures that are 50 years old or older or buildings and structures that are classified as Contributing, Significant, or Landmark on the Mandeville Historic Preservation Survey; and
3. Exterior architectural features related to new construction; and
4. Elevation of any existing structure located within the District; and
5. Exterior architectural features related to additions and renovations to those buildings or structures that are classified as Contributing, Significant, or Landmark on the Historic Preservation District Survey; and
6. The installation of signage proposed to be affixed to any contributing or significant building or designated landmark within the District.

Landmarks and satellites located wheresoever in the City shall be subject to the jurisdiction of the Commission. Nothing in this ordinance shall be construed to prevent ordinary maintenance, repairs or other such activities that would involve the modification of, but not limited to, paint color, exterior hardware and light fixtures. Detached accessory buildings, as defined by the CLURO, shall be excluded from the regulations of the District unless specifically identified as Significant, Contributing or Landmark on the Historic Preservation District Survey.

* * *

7.7. TABLE OF PERMITTED USES BY ZONING DISTRICT.

* * *

7.7.2. Use of Symbols in Table of Permitted Uses

The following is a list of the symbols used in the Table of Permitted Uses to represent the procedure required for the placement of the use within the designated zoning district:

P – Permitted. A use as defined in Article 6 permitted by-right in the designated zoning district.

S- Special Use Permit. A use permitted-conditionally in the designated zoning district with issuance of a Special Use Permit by the Zoning Commission in accordance with procedures as provided in Article 4, based on standards applicable to the use and other conditions that the Zoning Commission finds are necessary to ensure compatibility between the proposed development and adjacent uses.

C - Conditional Use. A use permitted in the designated zoning district with the approval of the City Council by ordinance in accordance with the procedure for Conditional Use Permits and Planned Districts as provided in Article 4.

** - Special Development Criteria.* Uses shown with an asterisk are uses that are permitted in accordance with the guidelines of the Special Use Criteria provided in Article 8 of this Land Use Regulations Ordinance and/or the applicable zoning district regulations for the regulation of the specific use.

**** - Bed and Breakfast Residences* are only permitted within the R-1, Single Family Residential and R-1X, Single Family Residential districts where they are located within the Mandeville Historic Preservation District with approval of a Special Use Permit.

* * *

Use Classification	R.1	R.1X	R.2	R.3	MH	I	O	B.1	B.2	B.3	B.4	O/R	PM.1	PM.2	M.1	M.2	TC	H-P
6.8.3 Accessory Uses (Residential)	P	P	P	P	P					P		P	P	P	C			P
6.8.4 Accessory Outdoor Dining On-Site								S	S	S	S		S	S	C	S	S	
6.8.4 Accessory Outdoor Dining In Right-of Way									C	C	C		C	C	C	C	C	

3. That the City of Mandeville conduct a full-scale code amendment the Code of Ordinances, Appendix A – Comprehensive Land Use Regulation Ordinance, Division II. – Building and Zoning Regulations, Article 10. – Sign Code to read as follows:

ARTICLE 10 - SIGN CODE

10.1- INTRODUCTION AND GENERAL STATEMENTS

10.1.1. Findings.

The City Council, after due and careful study and deliberation, and in full consideration of comments received from interested members of the general public, hereby find and declare:

1. That the people of the City have a primary interest in controlling the erection, location and maintenance of signs in a manner designed to protect the public health, safety, and welfare.
2. That the rapid economic development of the City has resulted in a great increase in the number of businesses located in the City, with a marked increase in the number and size of signs advertising such business activities, creating conflicts between advertising signs themselves and between traffic regulating devices and advertising signs, which by their primary purpose draw attention to them potentially to the detriment of sound driving practices.
3. That it is necessary to the public safety that official traffic regulating devices be easily visible and free from such nearby visual obstructions such as blinking signs, distracting signs, excessive number of signs, or signs in any way resembling public signs.
4. That it is necessary to provide opportunities for both commercial and non-commercial speech in the form of signs.
5. That the construction, erection, and maintenance of large outdoor signs, suspended from or placed on top of buildings, walls or other structures constitutes a direct danger to pedestrian traffic below such signs, especially during periods when winds of high velocity are prevalent.
6. That the uncontrolled erection and maintenance of large or distracting signs seriously detracts from the enjoyment and pleasure of the natural scenic beauty of the Mandeville area.
7. That brightly lit signs are inconsistent with the City's status as a dark skies community and the overall character of the City.
8. That this Sign Code shall apply to the design, quality of materials, construction, location, electrification, illumination and maintenance of all signs and sign structures to be located within the City.
9. That effective sign regulation should not restrict speech on the basis of its content, viewpoint, speaker, or message.

10.1.2. Statement of Purpose and Intent.

The purposes of the Sign Code are hereby declared to be:

1. The protection of the health, safety and welfare of the citizens of Mandeville;
2. The exercise of free speech;
3. The protection and preservation of property values and the promotion of economic well-being throughout the community; and
4. The preservation and maintenance of the visual and aesthetic quality of the community in accord with the character of the City of Mandeville and the surrounding area through the establishment and enforcement of standards for the construction, location, and maintenance of all signs within the City.

10.1.3. Content Neutrality.

Any sign erected pursuant to the provisions of this Article or Sign Code may, at the option of the owner, contain a noncommercial message unrelated to the business located on the premises where the sign is erected. The noncommercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the sign is not a prohibited sign and otherwise conforms to the provisions of this Sign Code.

10.2. - SIGN CODE ADMINISTRATION.

10.2.1. Interpretation.

1. *Intent.* The provisions of this Article are intended to supplement and to be read and applied in pari material with all existing laws, ordinances and regulations of this City. The provisions of this Article shall not be deemed to have repealed or suspended any such existing law, ordinance or regulation of this City unless such result shall have been expressly stated or be clearly intended by the context and language of the provision in question.
2. *Conflicts.* In the event of a conflict in any particular circumstances between the provisions or requirements of this Article and the provisions or requirements of any other law, ordinance or regulation of this City the more restrictive provision or requirement shall apply unless a contrary application thereof is expressly directed or clearly intended by the context and language of the laws, ordinances and regulations in question.
3. *No standard.* Where the Sign Code is silent or where the rules of this Sign Code do not provide a basis for concluding that a sign is allowed, the sign in question will be prohibited.
4. *Building code.* Unless otherwise provided, all signs must be constructed and erected in accordance with the building codes of the City.
5. *Message.* This Article is not intended to and does not restrict speech based on content, viewpoint, speaker, or message. Any classification of signs in this Article that permits speech by reason of the type of sign, identity of the sign user, or otherwise, will be interpreted to allow noncommercial speech on the sign. To the extent that any provision of this Article is ambiguous, the term will be interpreted not to regulate based on the content or speaker of the message.

10.2.2. Applicability.

1. *In general.* Except as provided in this Section, the requirements of this Article apply to all signs, sign structures, awnings, and other types of sign devices located in the City.
2. *Permit required.* Except as provided for in Section 10.5 Exemptions, it is unlawful for any person to erect, relocate, or structurally alter any sign without first obtaining a sign permit in accordance with this Article.

10.2.3. Severability.

1. If any provision of the CLURO regulating signs is declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the CLURO regulating signs and all such provisions shall remain in full force and effect.
2. If any article, section, subsection, sentence, clause, or phrase of these regulations is, for any reason, held unconstitutional or invalid, such decision or holding will not affect the validity of the remaining portions hereof. It being the intent of the City Council to enact each section and portion thereof, individually and each such section will stand alone, if necessary, and be in force not with the validity of any other article, section, subsection, sentence, clause, or phrase of these regulations.

10.3. - DEFINITIONS.

For the purposes of this Sign Code, and unless the context indicates clearly contradictory intent, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not discretionary, the word "building" includes "structures" except "sign structures."

Any word, term or phrase used in this Sign Code and not otherwise defined herein but defined elsewhere in any other ordinance or regulation of the City of Mandeville shall be defined in accordance with the definition set forth in such other ordinance or regulation unless the context in which such word, term or phrase is used in this Article indicates that the application of that definition would lead to a result which is inconsistent, unintended, or out of character with the purpose of this Sign Code and the plan of regulation set forth herein. All remaining terms of this Sign Code shall carry their usual and customary meanings. Terms indigenous to the industry shall be defined in accordance with their usual and customary understanding in the trade industry or profession to which they apply, unless such terms are otherwise defined herein.

1. *Abandoned Sign.* A sign that has fallen into a state of disrepair or is otherwise deteriorated as a result of a lack of maintenance, repair or upkeep. Evidence of abandonment may include, but is not limited to, peeling paint or finish material; warped, bent or otherwise disfigured sign components; or a punctured or otherwise damaged sign face.

2. *A-frame sign.* A sign, ordinarily in the shape of an "A" or some variation such as a "T" shape, made of metal, wood, chalkboard, or white board, located on the ground and generally oriented to pedestrians, not permanently attached, and easily movable.

Figure 10.3.1: A-Frame Sign Example.



3. *Address Sign.* A sign that conveys the numeric address or identification of the premises on which it is located.
4. *Alteration.* A change in a sign's size, shape, electrical display, position, location, construction or supporting structure.
5. *Animated sign.* A sign that contains visible moving parts, flashing or osculating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means that move, change, flash, osculate or visibly alters in appearance.
6. *Attached Sign.* An attached sign is any sign that is physically connected to and derives structural support from a building or building appurtenance, such as wall signs, blade signs, awning signs, canopy signs, and hanging signs.
7. *Audible Sign.* An audible sign is any sign that is designed to, or which does produce sound discernable to, a person of normal hearing situated off the premises on which the sign is located.
8. *Awning.* A shelter supported entirely from the exterior wall of a building.
9. *Awning sign.* A sign that is attached to or painted onto an awning, canopy, or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. For the purposes of this code, awning signs are considered equivalent to canopy signs.

Figure 10.3.2: Awning Sign Example.



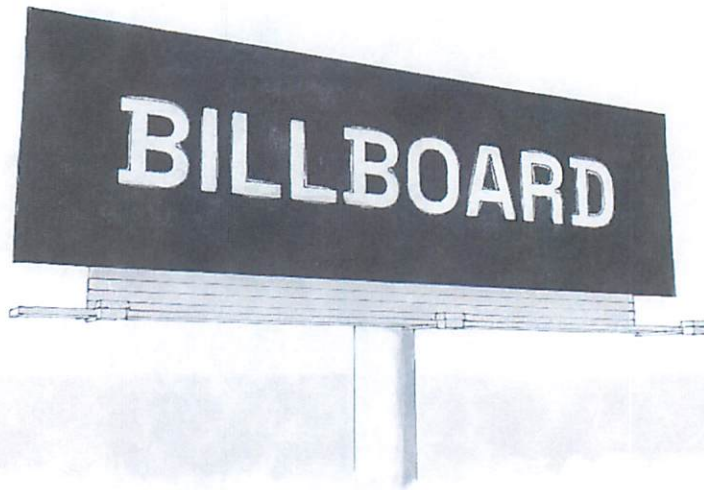
10. *Balloon sign.* An inflatable circular or round object tethered in a fixed location that displays signage either on its surface or as an attachment.

Figure 10.3.3: Balloon Sign Example.



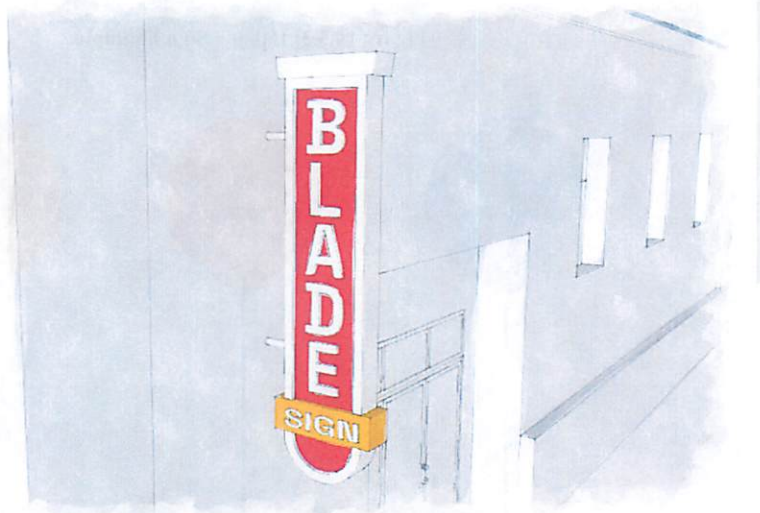
11. *Bench Sign.* A bench sign is a sign on any portion of a bench or other non-mobile structure or device intended for public seating or convenience.
12. *Billboard.* A billboard is a detached pole sign specifically oriented toward vehicular traffic on expressways, interstates, or highways.

Figure 10.3.4: Billboard Example.



13. *Blade sign.* A sign affixed to a building or wall in such a manner that its leading edge extends beyond the surface of such building or wall.

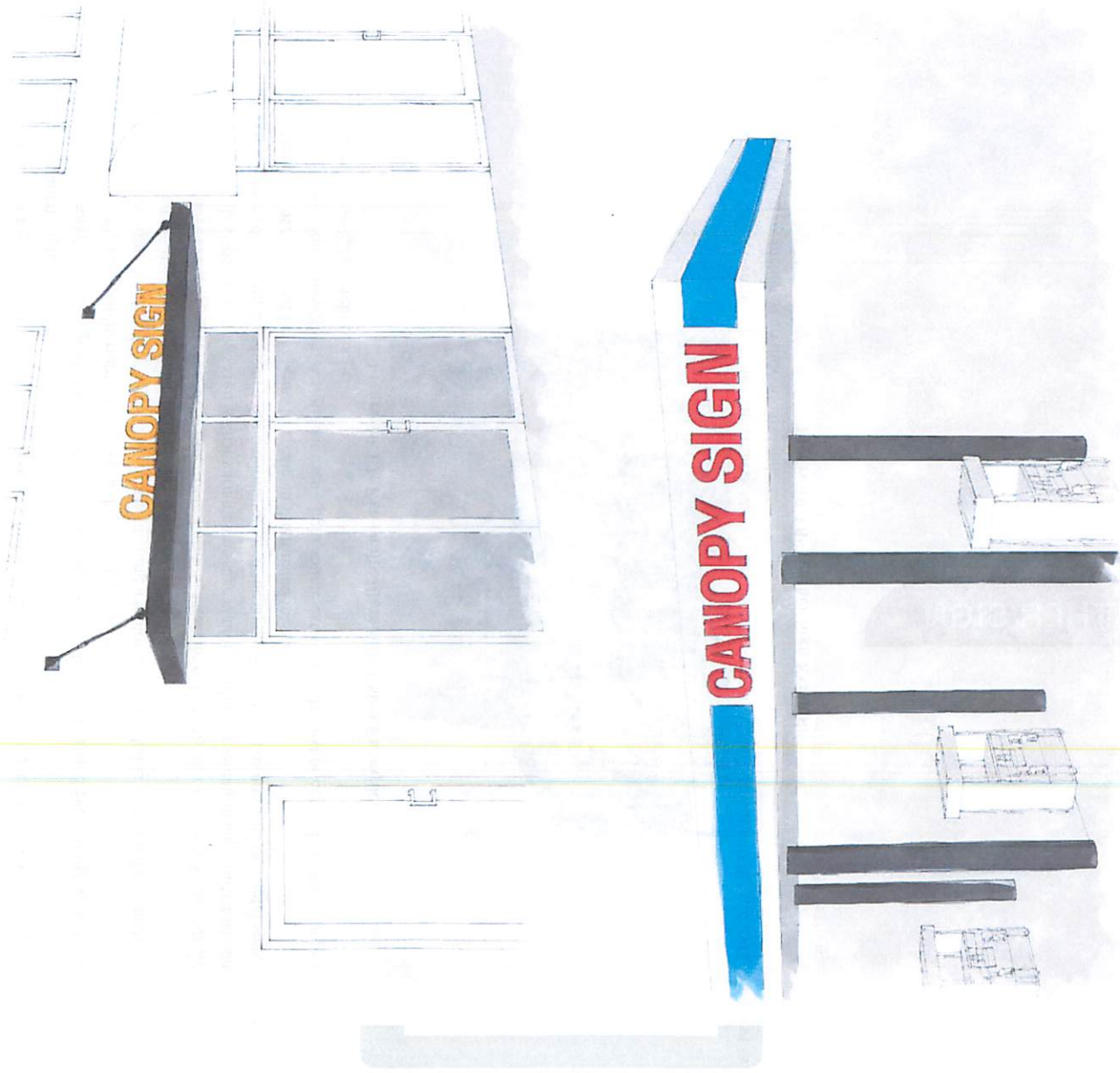
Figure 10.3.5: Blade Sign Examples.



14. *Canopy.* An overhead structure that provides weather protection for pedestrians. Awnings and marquees (defined herein) are different types of canopies.

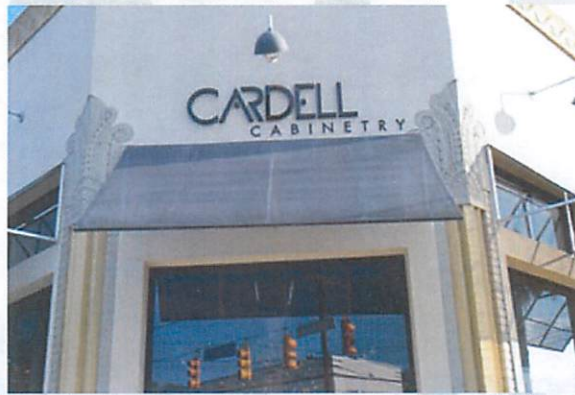
15. *Canopy sign.* A sign that is part of, or attached to, a canopy cover or canopy structure.

Figure 10.3.6: Canopy Sign Examples.



16. *Circulation Sign.* A detached sign that is located within 50 feet of an access way that connects private property to a public street or a driveway or pedestrian walkway providing internal circulation within a development site.
17. *Conforming sign.* A sign that is legally installed in conformance to all prevailing jurisdictional laws and ordinances.
18. *Copy.* The graphic content or message of a sign.
19. *Detached sign.* A sign that is not affixed or attached to a building. Detached sign may describe a pole, pylon, billboard, or monument sign.
20. *Drive-through sign.* A sign that is specifically oriented toward vehicles within a drive-through queue and is not oriented toward traffic on a public right-of-way, regardless of sign content.
21. *Electrical Sign.* An electrical sign is any sign containing a motor or wiring that is connected or attached, or intended to be connected or attached, to an electrical energy source.
22. *Electronic Message Centers (EMC), Electronic Variable Message (EVM) Signs, or Digital Signs.* An electrically activated, changeable copy or message sign with a variable message and/or graphic presentation capability that can be electronically programmed by computer from a remote location or at the sign. Also known as an EMC or digital sign, these signs typically use arrays of LED lights to create an illuminated message.
23. *Externally illuminated sign.* A sign that uses a light source external to the text or copy elements to improve visibility of the sign in low-light conditions.

Figure 10.3.7: Externally Illuminated Sign Example.



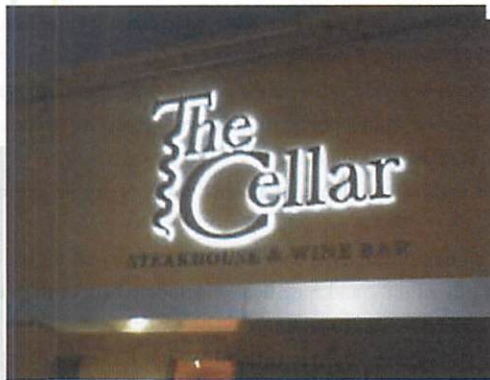
24. *Feather sign.* A vertical portable sign that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.

Figure 10.3.8: Feather Sign Example.



25. *Flag.* Fabric or bunting containing colors, patterns, symbols, or copy that can be raised and lowered on a flag pole. A photo, drawing or similar depiction of a flag on non-fabric material is not included in this definition. Feather signs, banners, or other signs elsewhere defined in this section are not flags.
26. *Flashing Sign.* Any sign that conveys a message through one or more light sources turning off and on, which includes signs with animations, video, blinking lights or message changes on an electronic message center that exceed authorized frequencies.
27. *Freestanding Sign.* A freestanding sign is a sign supported by a sign structure secured in the ground and which is wholly independent of any guy wire, support wire, building, fence, vehicle or object other than the sign structure, for support. A freestanding sign is synonymous to a detached sign.
28. *Grade or ground.* The elevation or level of the street closest to a sign to which reference is made, as measured at the street's centerline, or the relative ground level in the immediate vicinity of the sign.
29. *Haloed letter signs.* A sign using illumination set behind text to enhance visibility.

Figure 10.3.9: Haloed Letter Sign Example.



30. *Hanging sign.* A sign that is hung perpendicular to a building façade beneath the underside of an awning, canopy, or other structural protective cover over a door, entrance, window, or outdoor service area.

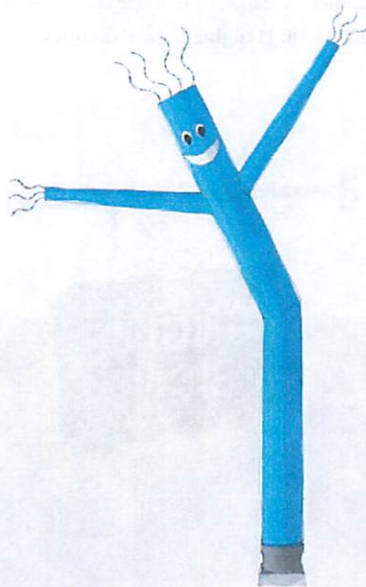
Figure 10.3.10: Hanging Sign Examples.





31. *Illuminated Sign.* An illuminated sign is any sign which has characters, letters, figures, designs or outlines illuminated by a light source which is designed to illuminate such signs.
32. *Incidental Sign.* A sign that cannot be read from a public right-of-way. For purposes of this definition, incidental signs include sign faces that cannot be seen from a public right-of-way or private street, and signs consisting solely of lettering less than two and one half (2 ½) inches in height.
33. *Indoor Sign.* Any sign, located within a building and directed towards people within the building, not including window signs.
34. *Inflatable Sign.* An inflatable sign is any sign dependent in whole or in part for its structural integrity on the infusion into said sign of compressed air or other fluids, and specifically including balloons larger than two (2) feet in diameter or two (2) foot square in area or other gas or liquid filled figures.

Figure 10.3.11: Inflatable Sign Example.



35. *Internally illuminated sign.* A sign that is illuminated by internal elements.
36. *Lights.* Lights serving as signs include the following:
 - a. *Searchlight:* A strong or bright light with a reflector in a swivel so that its beam may be sent or directed in various directions.
 - b. *Beacon:* A strong or bright light focused or directed in one or more directions.
 - c. *Flashing Lights:* Any light or light source or reflection of light source that is intermittent in duration, color, or intensity or which creates or is designed to create an illusion of intermittency in duration, color, or intensity.

- d. *String of Lights*: A string of electrical conductors containing two (2) or more lights or light sockets.
 - e. *Laser*: A device emitting a narrow, intense beam of light waves that have been amplified and concentrated by stimulated atoms, or the light produced by such device.
 - f. *Neon or Tubular Signs*: Signs with neon, argon or similar gas in a tube which is charged with electricity and used to create an illuminated tubular sign or an illuminated decorative element. The tubing may contain an alternative illumination technology, such as, but not limited to, light-emitting diodes (LEDs). Any nongaseous illumination technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology. See Sign Standards for further requirements for the use of neon or tubular signage elements.
 - g. *LED Signs*: See Electronic Message Centers
 - h. *Projected Sign*. A projected sign is a sign or visual image created by the projection of light onto a surface.
37. *Marquee Sign*. A marquee sign is any sign attached to and made part of a marquee. A marquee is defined as a permanent roof-like structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather. Marquee signs are a type of attached sign.

Figure 10.3.12: Marquee Sign Example.



38. *Monument Sign*. A monument sign is a detached, low, freestanding sign with the entire length of the sign in contact with the ground or a pedestal that rests upon the ground including the following construction types:
- a. The sign is constructed or connected directly on or to a sign support consisting of a concrete slab base or foundation or a base or foundation of similar type of construction; or
 - b. Monolithic construction in which the sign's base or support is of uniform composition with the material comprising the sign area of said sign and the base or support of said sign is directly affixed in or to the ground.
- A sign base, foundation or support consisting in whole or in part of above ground poles, piers, piling or similar types of supports that are not concealed by a continuous base that extends the full length and width of the sign shall not be considered a monument sign.

Figure 10.3.13: Monument Sign Example.



39. *Multi-Occupant Premises (Shopping Center / Campus), Complex Sites, and Large Site Development.* Buildings with multiple separately leased units or large site developments having more than four hundred (400) feet of street frontage.
40. *Mural.* An image that is painted directly on an exterior wall surface or uses a mosaic method of application. The definition of mural does not include applied vinyl cling wrap or similar techniques.
41. *Non-Conforming Sign.* A non-conforming sign is any sign structure or sign which was lawfully erected and maintained prior to such time as it came within the purview of this code or any amendments thereto and which fails to conform to all applicable regulations and restrictions of this code.
42. *Pavement Sign.* A sign painted on the pavement in an area with on-site traffic movement.
43. *Pole sign or pylon sign.* A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports and not attached to or dependent for support from any building.
44. *Portable Sign.* A portable sign is any sign other than a trailer or vehicle sign that is not permanently affixed to a building, structure or the ground or a sign designed to be moved from place to place. These signs primarily include but are not limited to: signs mounted upon a trailer, wheeled carrier or other non-motorized mobile structure, with or without wheels.
45. *Public Information Sign.* A sign owned and operated by the City, Parish, State or other agency of the state that is located in the public right-of-way and provides public safety or public service messages.
46. *Rear Door Sign.* A sign on or at a rear door of a unit within a non-residential building.
47. *Repurposed Sign.* A sign which features a portion of signage or architectural material that has been repurposed to be installed as an attached wall sign, hanging sign, or detached sign.
48. *Revolving or Rotating Sign.* A revolving or rotating sign is any sign whose sign face is designed to move or turn on any axis.
49. *Roof Sign.* A roof sign is any sign erected or painted upon, against or directly above a roof or on top of or above the parapet of a building. Any sign that extends above the lowest point of the highest roof plane is considered a roof sign.

Figure 10.3.14: Roof Sign Example.



50. *Sign.* "Sign" is defined as a medium of communication, including its structure and component parts, which is used or intended to be used to attract attention to its subject matter or location, including paint on the surface of a building.
51. *Sign Area.* The entire area of a sign on which copy is to be placed calculated in accordance with this Article or Sign Code.
52. *Sign Face.* Sign face is the part of the sign that is or can be used to identify, advertise, communicate, inform, or convey a visual representation or message.
53. *Sign Height.* Sign height shall be defined as the vertical distance from the natural grade of the lot to the highest point of either the sign or sign structure, whichever is greater.
54. *Sign Premises.* The contiguous land in the same ownership that is not divided by any highway, street, alley or right-of-way. For purposes of this Article a single premises:
 - a. May include more than one lot of record when such lots are devoted to a single unity of use; or
 - b. May consist of a separate structure on the same lot of record when, in the opinion of the Planning Director, such separate structure appears to be a separate premises.
55. *Sign Structure.* A sign structure is the supporting structure upon which a sign or sign face is fastened, attached, or displayed or is intended to be fastened, attached, or displayed; provided however, this definition shall not include a building or fence. The base of a monument sign is part of the sign structure.
56. *Snipe Sign.* A snipe sign is a sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to poles, stakes, fences, or to other like objects.
57. *Subdivision Entrance Sign.* A subdivision entrance sign is a sign located in close proximity to the entrance or exit of a residential subdivision.
58. *Temporary.* A use, structure or activity characterized by an intentional limited duration, transitory nature, or is by design able to occur or exist for short periods of time.
59. *Temporary Sign.* A nonpermanent sign that may include wooden stakes as a support structure, cloth, fabric (such as banners), plastic wallboard, or other like materials intended to be displayed for a limited time period.
60. *Trailer Sign.* A trailer sign is any sign or sign structure attached to or composed in whole or in part of a trailer frame or chassis or skid or skid frame or body or of any materials which have ever previously constituted in whole or in part such a trailer, skid, frame, chassis, or body.
61. *Unsafe sign.* Any sign which, because of its location, coloring, illumination, or animation, interferes with a motorist's perception of vehicular or pedestrian traffic, intersectional traffic, or traffic control devices, or traffic direction signs. Any sign which, because of its construction or state of repair, is likely to fall or blow down or cause possible injuries to passersby.

62. **Vehicle Sign.** A vehicle sign is any sign displayed on or from any mode of transportation, including but not limited to cars, buses, trucks/trailers, trains, boats, or airplanes.
63. **Wall Sign.** A wall sign is an attached sign which is painted on or which projects less than twelve (12) inches from the wall of a building, and is painted on, attached to, or erected against any exterior wall or window of a building or structure with the exposed face of the sign being in a plane parallel to the plane of said wall or window and not extending above the building.
64. **Window Sign.** A window sign is any sign which is painted on, applied to, attached to or projected upon the exterior or interior of a building glass area, including doors, or located within one (1) foot of the interior of a building glass area, including doors, that can be perceived from any off-premises contiguous property or public right-of-way.

Figure 10.3.15: Window sign examples.



10.4. - PROHIBITED SIGNS.

10.4.1. Prohibited Sign Locations.

Except where specifically authorized by this Article, the following signs are prohibited in the locations set forth below.

1. Any sign that prevents free ingress or egress from any door, window, or fire escape;
2. Any sign attached to a standpipe or fire escape;
3. Any sign that obstructs free and clear vision at any location where, by reason of position, it may interfere with or obstruct the view of traffic sign lines or traffic control devices; and
4. Any sign attached to any public utility pole, structure or streetlight, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, statue, memorial, or other location on public property, except those signs constructed, approved, or permitted by the City. Nothing in this section will be construed to prohibit a person from holding a sign while located on public property, provided the person holding the sign is located on public property determined to be a traditional public forum and does not block ingress and egress from buildings or create a safety hazard by impeding travel on sidewalks, bike and vehicle lanes, and trails.

10.4.2. Prohibited Sign Types.

Prohibited signs are subject to removal (except legal nonconforming signs as defined by this Article) by the City at the sign owner's or user's expense. The following types of signs are prohibited within the City of Mandeville:

1. Abandoned or unsafe signs.


2. Audible signs.
3. Beacons.
4. Bench signs.
5. Billboards.
6. Electronic Message Centers (EMC) and electronic variable message (EVM) signs. No new or existing signs may be converted to EMC or EVM signs.
7. Feather signs.
8. Flashing signs.
9. Inflatable signs.
10. Lasers.
11. Portable signs, trailer signs, or signs mounted on vehicles, shipping containers, or similar items.
12. Projected signs.
13. Revolving or rotating signs.
14. Roof signs or signs above the wall or parapet of a building except where specifically allowed in the Historic Preservation Overlay District.
15. Signs attached to an un-reinforced masonry parapet.
16. Search lights.
17. Signs attached to trees, shrubs, or any living vegetative matter.
18. Signs that encroach into a public right-of-way, other than public directional signs, public service signs, public information signs, subdivision entrance signs or official notices.
19. Signs resembling traffic control devices or emergency devices.
20. Freestanding signs that restrict or impair visibility at the intersection of the right-of-way lines of two streets, or of a street and a railroad right-of-way, or of a street and a pedestrian or bicycle right-of-way.
21. Snipe signs.
22. Strings of lights including LED strip or string lights incorporated into window or façade displays.
Exception for holiday lights: Strings of lights are allowed when used as holiday decorations during the period beginning the Sunday prior to Thanksgiving to the second Sunday in January of the succeeding year.
23. Any sign not specifically defined and allowed by the provisions of this Article.
24. Any sign that violates LA RS 14:106 or laws prohibiting obscene or offensive material.

10.5. - EXEMPTIONS.

1. *Exempt activities.* When normal maintenance and repair of an existing conforming or legally nonconforming sign does not involve structural changes to the existing size, height, area, location; these activities do not require a permit and include but are not limited to activities such as painting, repainting, cleaning, or changing a sign face.
2. *Exempt signs.* The following sign types do not require a permit:

Table 10.5.1: Signs Allowed Without a Permit.

Sign Type	Maximum Number and / or Other Design Standards	Maximum Size	Permitted Zoning Districts
Incidental signs	Unlimited provided sign(s) not visible from the public right-of-way	4 square feet	I Institutional B-1 Neighborhood Business District
A-frame signs	a) No more than four feet in height; b) Displayed outdoors only during the hours of 7:00 a.m. to 10:00 p.m. and stored indoors at all other times; c) Limited to one sign per use; d) Separated by a minimum distance of 20 linear feet from the nearest A-frame sign; e) Located to avoid interference with pedestrian traffic and comply with standards of accessibility required by the ADA or other accessibility codes.	6 square feet per sign face	B-2 Highway Business District B-3 Old Mandeville Business District B-4 Major Crossroads Business District O/R Office / Residential District
Indoor signs	Lighted indoor signs shall be located at least five (5) feet inside of any window visible from any street right-of-way or residential zoning district	No maximum	PD Planned District M-1 Light Manufacturing M-2 General

			Manufacturing TC Town Center
Address signs	One address sign may be provided for each premises in addition to all other permitted signs. This sign may be illuminated.	Two (2) feet by three (3) feet.	All districts
Etched signs in windows, above a door, or integral to an architectural component of a building.	Limited to one per building.	No maximum.	All districts
Directional or informational signs erected by a public agency, including official notices	Unlimited.	No maximum	All districts
Integral decorative or architectural features of buildings	Excludes painted images, text or copy, or any feature containing moving parts or moving or flashing lights subject to Planning Director administrative determination. Examples of an architectural feature of a building may be: a recessed portion of a façade that includes decorative elements, or a logo embossed into building materials. 	No maximum	All districts
Temporary signs	<ul style="list-style-type: none"> a) No illumination; b) The sign may be located on a development site for a one-time period (per sign) of no more than ninety (90) days; c) Any temporary sign that exceeds any criteria listed herein must be proposed as a permanent sign and permitted in accordance with the detached sign regulations in of this Sign Code. 	<p>Two signs allowed per site with a maximum cumulative area of 8 square feet in residential and B-3 districts</p> <p>One sign permitted per street</p>	All districts

		frontage with a maximum area of 16 square feet per sign in all other districts	
Flags, pennants, or other similar signage	Limited to three (3) per site.	Cumulative total of 60 square feet	All districts

10.6. - SIGN PERMIT APPLICATION PROCEDURES.

10.6.1. Requirement to Obtain a Sign Permit.

1. It shall be unlawful to construct, erect, repair, alter, relocate, or display with the City of Mandeville any sign without first obtaining a sign permit from the Planning Director and paying the fee set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances, unless specifically excluded from the requirement of a permit by this Code.
2. If a sign permit is required for any establishment that also will require a development permit for renovation, remodeling or new construction, the developer must apply for the sign permit at the same time as the development permit.

10.6.2. Application Requirements for Sign Permits.

1. In applying to the Planning Director for the issuance of a sign permit the following shall be required:
 - a. A completed sign permit application providing all applicable information required by the Building Inspector;
 - b. Written consent of the owner of the property or his agent granting permission for the construction, maintenance and display of the sign or sign structure;
 - c. Name, address and telephone number of the premises owner, the sign owner, the sign contractor and any designated contact person;
 - d. A description of the size and location of all existing signs on the premises; and
 - e. Such additional information as may be required by the Planning Director in furtherance of a determination that the provisions of this Ordinance and all other applicable laws and ordinances of the City of Mandeville are being complied with. Such additional information may include, but shall not be limited to:
 - (1) *Survey.* A current survey by registered land surveyor of the premises in question that shall provide sufficient information to determine the allowable total sign area, based on linear footage of street frontage as required by this Code;
 - (2) *Dimensioned Site Plan of Premises.* A required site plan of the premises shall:
 - (a) Be drawn to scale and fully dimensioned indicating the location of all structures, including sign structures, both existing and proposed to be constructed, altered, or moved on the premises; and
 - (b) Note in writing the existing and intended use of all buildings or structures; and
 - (c) Depict the location and identity of all existing or proposed utility poles, lines, structures, servitudes, and rights-of-way; and
 - (d) Depict and identify any applicable greenbelts or vegetation protection zones and the location, size, and type of all existing trees within said greenbelts or protection zones or located elsewhere on said premises if such tree is proposed to be cut, trimmed or removed in the construction or use of the proposed sign structure or any displays exhibited thereon. Tree size shall be shown both in overall height above the ground and trunk diameter at breast height (dbh).
 - (3) *Elevations and Details.*
 - (a) *Sign elevations and details.* Required elevations and details shall be drawn to scale and fully describe the dimensions, structural supports and all pertinent structural details, foundations, materials, method of attachment, conformance with wind pressure requirements and electrical wiring and components of all signs to be constructed, altered or moved sufficient to determine compliance with the provisions of this Sign Code.

- (b) *Building elevations.* In the case of an application for a permit for an attached sign, an elevation of the building shall provide the linear footage of the facade upon which the sign or signs are proposed to be placed as well as an accurate depiction of the location and size of the proposed sign(s) and all existing signs on the facade occupied by the applicant.
2. The Planning Director shall have full discretion to determine the completeness of a sign permit application. Incomplete sign permit applications shall be deferred for action until all information required has been provided to enable informed action in conformance with this Code.

10.6.3. Sign Permit Review and Issuance.

- 1. All applications for sign permits shall be reviewed by the Planning Director prior to the issuance of any permit.
- 2. If the applicant's proposed sign is found by the Planning Director to comply with the provisions of the Sign Code and of all other laws, ordinances, and regulations of this City; the Planning Director shall approve the application and issue the permit.
- 3. If the proposed sign is found by the Planning Director to violate any provisions of this Sign Code or of any other laws, ordinances or regulations of the City, the Planning Director shall advise the applicant in writing and the application shall be denied unless the applicant submits an amended application that complies with all applicable requirements within thirty (30) days of written notice of the denial.

4. *Sign measurement and review.*

a. *Sign area.*

- (1) *Signs on a background.* Measurement shall include the entire area of the background, including any material or color forming the sign face and the background used to differentiate the sign from the structure against which it is mounted. The area of a sign shall be defined as the square foot area enclosed within the perimeter of a single sign face with each face contributing to the aggregate area of any sign. In cases where there is no definable simple geometric shape, the simplest geometric shape or rectangle enclosing the outer edges of the advertising message shall determine the sign area. In cases of backlit canopies or awnings with copy, the entire area of the awning shall be considered as the sign area.
- (2) *Freestanding letters or logos.* For signs consisting of freestanding letters or logos, sign area is calculated as the sum of the area of the squares or rectangles that encompass the text and/or logo(s) or, if available, the calculated total sum of the area of each freestanding letter or logo component.
- (3) *Sculptural signs.* The sign area of a three-dimensional, free-form, or sculptural (non-planar) sign is calculated as fifty (50) percent of the sum of the area of the four vertical sides of the smallest cube that will encompass the sign.
- (4) *Monument signs.* If the sign features a sign face mounted on an unadorned base, the base shall not be included in the total area of a monument sign. If the sign face covers the base of the sign, the whole sign face shall be included in the total area calculation.
- (5) *Double faced signs.* Signs may have copy or images on both sides, however the measurement of sign area for the purpose of administering this code is limited to the area of a single sign face.
- (6) *Supports or bracing.* Sign area does not include any supports or bracing.

b. *Sign height.*

- (1) *Generally.* Sign height includes the entire structure, including decorative elements and base. For detached signs, height is calculated as the total vertical distance from the natural grade of the lot to the highest point of either the sign or sign structure, whichever is greater.
- (2) *Monument signs.* Measurement of monument sign height includes the sign structure and base, and does not include the height of an earthen berm located below the sign.

c. *Sign clearance.* Sign clearance is calculated as the vertical distance measured from grade, or the base of the building, to the lowest point of the sign.

- 5. *Specific Review and Issuance Procedures for Signs for a special use or conditional use.* The Zoning Commission may grant exceptions to the standards in this section for properties subject to the Special Use Permit process.

10.6.4. Required Fees for Sign Permits.

- 1. At the time of submission of an application for a sign permit, a non-refundable plan review application fee shall be paid in accordance with the fee schedule established in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

2. When application for a permit is approved and prior to the issuance of a permit, a permit fee shall be paid based on the schedule set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

10.6.5. Inspection of Signs and Issuance of Certificate of Completion.

1. Applicants are responsible for requesting inspections, including a preliminary sign inspection, wherein the Building Inspector will verify that sign location and area meet the requirements of the Code, as approved, before the start of construction.
2. Upon twenty-four hour (24) advance notice by the permit holder, the following required inspections shall be made by the Planning Director or their designated agent:
 - a. A foundation inspection prior to pouring concrete for any approved freestanding sign.
 - b. Final electrical inspection for all electrical signs.
 - c. Final inspection for completion of sign in accordance with approved plans.
3. No permanent utilities may be permanently connected and no structure or sign, the construction of which necessitates the issuance of a permit under the provisions of this Sign Code, shall be used or displayed until the Planning Director shall have issued a certificate of completion stating that the construction and proposed display or other activity has been found to be in compliance with the permit issued therefor and with the provisions of this Article. If a requested certificate of completion is refused, the Planning Director shall state in writing the reasons for that refusal and deliver those written reasons to the applicant.

10.7. DESIGN AND CONSTRUCTION STANDARDS FOR ALL SIGNS.

10.7.1. Compliance with Building Code and Licensing of Sign Contractors.

1. No sign shall be constructed, erected, installed, structurally altered, changed or relocated before first securing a permit, except those signs specifically excluded from the requirement of a permit by this Sign Code.
2. All new signs shall comply with the structural requirements of the International Building Code (IBC) and with the provisions of this Sign Code and any other codes of the City of Mandeville, whichever is more restrictive.
3. No person shall engage in any business or activity described in this Sign Code without complying with the terms of this Sign Code.
4. Every person commercially engaged in constructing, erecting, installing, maintaining or operating outdoor advertising, advertising structures, billboards, advertising signs, painted signs on structures, signboards or similar devices, whether as a primary or incidental activity, and whether or not such person is otherwise licensed by the City, shall obtain a sign contractor's license and pay a fee of one hundred fifty dollars (\$150.00) for the first year and fifty dollars (\$50.00) annually thereafter.
5. *Application and Issuance.* Applications for licenses shall be made to the City clerk, on forms to be provided by the clerk. If the application is accompanied by the fee provided in this Sign Code and if there is no violation of any state law or City Ordinance in the application, the license shall be issued.
6. *Public Liability Insurance Required.* It shall be unlawful for any person to engage in the business of constructing, erecting, installing, maintaining or operating signs within the City, unless and until such person shall have filed with the City a certificate evidencing the existence of public liability and property damage insurance issued to such person by an insurance or bonding company authorized to do business in this state in a sum of not less than three hundred thousand dollars (\$300,000.00) for bodily injury and not less than fifty thousand dollars (\$50,000.00) for damage to property in any one occurrence.

10.7.2. Wind Pressure; Design Requirements and Working Stresses.

1. *Wind Pressure.* In the design and erection of all signs, the effect of wind shall be carefully considered. All signs shall be constructed to withstand a wind pressure of thirty (30) pounds per square foot.
2. *Design Requirements.* Before any permit required by this Sign Code shall be granted the applicant shall submit to the Building Inspector a design and stress diagram or plans and elevations containing the necessary information to enable the Building Inspector to determine that such sign complies with all the regulations of this code. When necessary to make such a determination, the Building Inspector may require engineering data certified and signed by a Louisiana registered structural engineer.
3. *Strength of Parapet or Wall.* A parapet wall must be designed to have sufficient strength to support any sign which is attached thereto.

4. *Supports and Braces.* Supports or braces shall be of metal and shall be adequate for wind loadings specified in subsection 1. "Wind Pressure" within this section. All metal, wire cable supports and braces and all bolts used to attach signs to brackets, or brackets and signs to the supporting building or structure, shall be of galvanized steel or of an equivalent material. All sign supports shall be an integral part of the sign design.
5. *Sign Anchoring.* Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.
6. *Marquee Signs.* Marquee signs shall be constructed entirely of metal or non-combustible material and may be attached to, or hung from a marquee. Any such signs when hung from a marquee shall be at least nine (9) feet at its lowest level above the sidewalk or ground level, and further, such signs shall not extend outside the line of such marquee. Signs painted or sewn onto awnings or canopies, when considered as marquee signs, shall be exempt from the material provisions of this section.
7. *Working Stresses.* In all signs, the allowable working stresses shall conform with the requirements of the International Building Code (IBC).
 - a. The allowable working stresses for steel and wood shall be in accordance with the provisions of the International Building Code (IBC).
 - b. The working strength of chains, cables, guys or steel rods shall not exceed one-fifth (1/5) of the ultimate strength of such chains, cables, guys or steel rods.

10.7.3. Material Specifications.

Permitted signs shall be constructed only of the following materials:

1. *Incombustible Materials.* Corrosion resistant metal or other incombustible materials;
2. *Fiberboard.* Highly compressed fiberboard which weighs not less than sixty (60) pounds per cubic foot and is not less than one-eighth (1/8) inch in thickness;
3. *Plywood.* Exterior grade plywood not less than three-eighths (3/8) inch in thickness and bearing the stamp of an approved testing agency;
4. *Approved Plastics.* Of a thickness and shape necessary to withstand the loadings specified in section 10.7.2 of this Sign Code. Proper allowance or provision shall be made in connections to provide for thermal contraction and expansion. Notwithstanding any other provisions of this code, plastic materials which burn at a rate no faster than two and one-half (2.5) inches per minute when tested in accordance with American Standard of Testing Material D 635 shall be deemed approved plastics and may be used as the display surface material and for the letters, decorations and facings on signs.
5. *Glass.* When glass is used for sign letters or transparent or translucent panes, it shall be at least double strength thickness for sign areas up to and including three hundred (300) square inches. When glass is used for sign letters or transparent or translucent panels for sign areas in excess of three hundred (300) square inches at least one-quarter (0.25) inch wire glass shall be used and maximum span between supports shall be four (4) feet.
6. *Wood Structure.* The framework or standards upon which the sign rests may be of wood. Any wooden portion of such structure in contact with the ground shall be either of redwood or any other wood which is a commercially available wood treated with an approved preservative. Sign supports may be no more than two (2) in number and shall be of sufficient strength and foundation to preclude the need for visible cross-bracing.
7. *Metal Structure.* All signs of one hundred fifty (150) square feet or over shall be of metal construction and shall have no more than two (2) structural supports.
8. *Repurposed Sign.* Any sign that uses repurposed sign materials as defined in this code shall be reviewed as the type of sign it is proposed to be repurposed within. An example of this would be: If a developer proposes to use an old pole sign as an attached wall sign, the proposal shall be reviewed as an attached wall sign.

10.7.4. Auxiliary Specifications.

1. *Obstruction to Exits.* No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress.
2. *Obstruction to Ventilation.* No sign shall be erected which interferes with any opening required for ventilation.
3. *Clearance from Electrical Power Lines and Communication Lines.* Signs shall maintain all clearances from electrical conductors in accordance with the National Electric Code and all communications equipment or lines located within the City.

4. *Clearance from Surface and Underground Facilities.* Signs and their supporting structures shall maintain clearance and non-interference with all surface and underground facilities and conduits for water, sewage, gas, electricity, or communications equipment or lines. Furthermore, placement shall not interfere with natural or artificial drainage of surface or underground water.
5. *Clearance of Projecting Signs.* Signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet above the sidewalk and all such signs shall be at least eighteen (18) inches inside of the curbline as measured toward the building.
6. *Signs at Intersections.* Freestanding signs shall not restrict or impair visibility at the intersection of the right-of-way lines of two (2) streets, or of a Street and a railroad.

10.7.5. Electrical Sign Regulations.

10.7.5.1. Building Code.

All electrical signs shall be built and installed in compliance with the National Electric Code and the Southern Building Code. All electrical wiring for signs shall be permanently installed and placed underground in metal conduits in accordance with the National Electrical Code.

10.7.5.2. Licensing.

Electrical signs may only be installed by an electrician licensed by the City of Mandeville.

10.7.5.3. Electrical Sign Permit.

The following shall be required prior to the issuance of an electrical permit in conjunction with the erection of an electrical sign:

1. Wiring schematic or plan fully describing the electrical work to be done.
2. Compliance with U.L. Standards for electrical work to be done.

10.7.5.4. Electrical Inspection Fees.

An electrical inspection shall be required in conjunction with the erection of an electrical sign. This fee is in addition to the permit fee required under section 10.6.4 "Required fees for sign permits." Such fees are hereby set as:

1. Forty (\$40.00) Dollars - To cover the cost of one (1) electrical inspection.
2. Forty (\$40.00) - Shall be charged for each reinspection required.

10.8. SIGN STANDARDS.

10.8.1. General Requirements for all Districts.

10.8.1.1. Landscaping Requirements for Free-Standing Signs.

1. *Signs Requiring Tree Removal.* If the application involves a freestanding sign, monument sign in the greenbelt or freestanding sign outside of the greenbelt or calls for the cutting or removal of any tree of a height in excess of twenty (20) feet or trunk diameter in excess of six (6) inches (dbh), the Planning Director shall not approve the application or issue the requested permit until a landscaping plan for the proposed activity is submitted to and approved by the Landscape Inspector.
2. *Application Requirements.* Such landscaping plan shall consist of a design to transition from the monument sign structure to a decorative ground cover and low planting.
3. *Review Criteria.* In reviewing such a plan, the Landscape Inspector shall consider such factors as the location, type, number and size of the trees to be removed or cut, any other vegetation which would be damaged or destroyed by the proposed activity, the size and nature of the proposed activity, the character of the premises on which the activity is proposed and of the area surrounding said premises, the obtrusiveness or non-obtrusiveness of the proposed activity on the surrounding area, and the avoidance of the creation or continuation of more or less denuded areas within view of adjacent properties or public ways.
4. *Live Oaks Protected.* No permit shall be granted on any application or for any activity which would call for the cutting or removal of any live oak tree or which might damage or injure any live oak tree.

10.8.1.2. Encroachment on Utilities.

1. *Signs Encroaching on Utilities.* If the applicant's proposed activity as set forth in his permit application is, upon review, found to involve work or construction on, over or under any existing or proposed utility poles, lines, structures, servitudes

or rights-of-way, the applicant shall notify the affected utility or utilities in writing of proposed activities and advise each affected utility that any objections to the proposed activity must be submitted in writing to the Planning Director within thirty (30) days of the receipt of such notice.

2. *Permit Approval Withheld Pending Objections or Non-Response.* The Planning Director shall not issue any permit until the applicant provides written permission from each affected utility for the sign placement. If an objection is submitted by an affected utility, the Planning Director shall not issue a permit until such time as the objection shall be withdrawn. If the Utility Company is non-responsive to the request, the Planning Director shall interpret such nonresponse as a “no” answer and shall not proceed with permitting.

10.8.1.3. Limited Use of Neon in Signage Design.

Neon elements may be permitted in signage design only if elements are an integral part of the sign's imagery or aesthetic design and integrated within the body of the sign. The use of neon or tubular elements in a sign exclusively for sign borders or lettering is prohibited.

10.8.2. Permitted Signs Allowed by District and Use.

10.8.2.1 Residential Zoning Districts and Uses.

Permitted Signs Allowed in Residential Zoning Districts R-1, R-1X, R-2 Residential Planned, and for Residential Uses.					
Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs	Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>One (1) attached wall sign or hanging sign is allowed per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> • Wall or hanging sign maximum area is six (6) square feet. • No illumination allowed. 	<p>Limited to only Subdivision entrance sign, subject to the following additional requirements:</p> <ul style="list-style-type: none"> • Maximum sign area is forty-eight (48) square feet per sign. • Maximum number is two (2) per subdivision or neighborhood placed either across a street from one another or at the entrance point and exit point of a neighborhood. • Maximum height is five (5) feet from grade. Maximum height of two (2) feet for the base of the sign. • May be externally illuminated provided the light source is not visible from any adjacent residence and does not cause any uplight or glare. 				NOT PERMITTED

10.8.2.2 Nonresidential Uses in Residential Zoning Districts.

Permitted Signs Allowed for Nonresidential Uses in Residential Zoning Districts.					
Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs	Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>One (1) attached wall sign or hanging sign is allowed per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> • Wall sign maximum sign area is twenty-four (24) square feet. • Hanging sign maximum sign area is six (6) square feet. • Hanging sign must have a minimum clearance height of eight (8) feet from grade. • No illumination allowed. 	<p>One (1) monument sign is allowed per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> • Maximum sign area is twenty-four (24) square feet per sign. • No illumination allowed. • Maximum height is seven (7) feet from grade. Maximum height of two (2) feet for the base of the sign. • Minimum set back of fifteen (15) feet from the nearest property line. 	NOT PERMITTED			<p>Six (6) signs permitted per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> • Maximum size is five (5) square feet per sign. • Maximum height is six (6) feet from grade. • Signs may be externally or internally illuminated but may not cause any uplight or glare. • Signs must be located within fifty (50) feet of an internal circulation lane or a pedestrian walkway.

10.8.2.3 All Land Uses in R-3 and MH Districts.

Permitted Signs Allowed by District: All Land Uses in R-3 and MH Districts.					
Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs	Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>Up to two (2) attached wall or hanging signs per lot is permitted, subject to the following:</p> <ul style="list-style-type: none"> • Wall sign maximum area is forty-eight (48) square feet per sign. • Hanging sign maximum area is six (6) square feet per sign. • Hanging signs require a minimum clearance height of eight (8) feet above the ground. • Wall and hanging signs may be externally illuminated provided the light source is not visible from any adjacent residence. 	<p>One (1) monument sign per lot is permitted, subject to the following:</p> <ul style="list-style-type: none"> • Maximum sign area is thirty-two (32) square feet. • May be externally illuminated provided the light source is not visible from any adjacent residence and does not cause any uplight or glare. • Maximum height is seven (7) feet from grade. Maximum height of two (2) feet for the base of the sign. • Minimum setback is fifteen (15) feet from the nearest property line. • Not permitted to locate in any area between the right-of-way and any required greenbelt. 	<p>NOT PERMITTED</p>			

10.8.2.4 All Land Uses located in B-3 and TC Districts.

Permitted Signs Allowed by District: All Land Uses located in B-3 and TC districts.	
Attached (wall) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs or Free-Standing Signs with Wooden Posts
<p>One (1) wall, canopy, or hanging sign per street façade is permitted, subject to the following:</p> <ul style="list-style-type: none"> • Wall sign maximum sign area is twenty-five (25) square feet or twenty-five (25) percent of the area of the wall it is located on, whichever is smaller. • Wall signs may not project more than six (6) inches from the wall on which they are attached. • Wall signs must be located on flat unadorned wall sections and must not obscure windows, entries, or other architectural features. • Wall sign attachments shall be made through the joints in masonry rather than into brick or architectural features. • Canopy sign maximum sign area is twelve (12) square feet. • Canopy signs must be made of a durable canvas material and designed to complement the building architecture. Text may be located on the canopy but may not cover more than twenty (20) percent of the canopy area. • Hanging sign maximum sign area is six (6) square feet. • Hanging sign minimum height clearance from grade is eight (8) feet. • If illuminated, signs may only use fully-shielded external illumination or haloed letters. 	<p>One (1) monument or free-standing sign per lot is permitted, subject to the following:</p> <ul style="list-style-type: none"> • The maximum sign area allowed is thirty-two(32) square feet. • The maximum height is seven (7) feet from grade. • For monument signs, the maximum height for the base of the sign is two (2) feet. • The Zoning Commission may approve an exception allowing height to be increased if natural grade is four (4) or more feet below the crown of the abutting street. • The minimum setback is five (5) feet from the closest abutting right-of-way. • If illuminated, may only use fully-shielded external illumination or haloed letters and may not cause any uplight or glare. • If a free-standing sign is used, two-posts measuring four inches by four inches or larger must be used. Posts must be composed of wood and must be incorporated as a visual design element of the sign.
<p>The Zoning Commission may grant exceptions to the standards in this section for properties located in the B-3 district through the Special Use Permit process.</p>	
<p>Residential uses in the B-3 and TC districts must follow the regulations in 10.8.2.1. Permitted Signs Allowed in Residential Zoning Districts R-1, R-1X, R-2 Residential Planned, and for Residential Uses.</p>	

10.8.2.5 All Land Uses located in B-1, B-2, B-3, B-4, O/R, PM-1, PM-2, M-1, M-2, I, and TC Districts.

Permitted Signs Allowed by District: All Uses in B-1, B-2, B-3, B-4, O/R, PM-1, PM-2, M-1, M-2, I, and TC Districts.			
Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>Two (2) signs are allowed per lot, subject to all the following:</p> <ul style="list-style-type: none"> The maximum size is forty-eight (48) square feet per sign. May be externally or internally illuminated provided the light source is not visible from any public street and the lighting does not cause any uplight or glare. 	<p>One (1) per lot is permitted, subject to all the following:</p> <ul style="list-style-type: none"> May not exceed the size of the subject wall on which it is applied. May use paint, mosaic, tile, or other applied material provided materials are durable and weather-resistant. May not include integrated illumination, electrical, or moving components but may be illuminated by non-integrated light source provided the light source is not visible from any public street and does not cause any uplight or glare. 	<p>No maximum number, subject to all the following:</p> <ul style="list-style-type: none"> Signs are temporary; and Signs are located inside the building; and Signs shall not, in the aggregate, cover more than twenty-five (25) percent of the area of any window or ten (10) percent of all window area for the building; and Signs cannot be illuminated. 	<p>Six (6) signs are allowed per lot, subject to all the following:</p> <ul style="list-style-type: none"> Maximum sign area is five (5) square feet per sign. Maximum sign height is six (6) feet from grade. Signs may be externally or internally illuminated but may not cause any uplight or glare. All signs must be located within fifty (50) feet of an internal circulation lane or a pedestrian walkway.
<p>The Zoning Commission may grant exceptions to the standards in this section for properties located in the B-3 district through the Special Use Permit process in Section 4.3.2. Procedures and Fees for Special Use Permit Approvals.</p>			

10.8.2.6 Land Uses located in B-1, B-2, B-4, O/R, PM-1, PM-2, M-1, and M-2 Districts.

Permitted Signs Allowed by District and Use: Land Uses located in B-1, B-2, B-4, O/R, PM-1, PM-2, M-1, and M-2 Districts.		
Land Use	Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs or Free-Standing Signs with Wooden Posts
All land uses not occupying complex sites	<p>One (1) wall, canopy, hanging, or blade sign is permitted per street façade, subject to all the following:</p> <ul style="list-style-type: none"> • Maximum area for a wall or blade sign is one (1) square foot per linear foot of building façade. • If a building façade has a linear footage of thirty-five (35) feet or less, the wall or blade sign may have a maximum area of 35 feet. • The blade sign must have a minimum clearance height of eight (8) feet above the ground. • If a building façade has a linear footage exceeding one-hundred-twenty (120) feet, the maximum area of the wall or blade sign is one-hundred-twenty (120) square feet. • Maximum sign area for a canopy sign is twelve (12) square feet. • Maximum sign area for a hanging sign is six (6) square feet. The hanging sign must have a minimum clearance height of eight (8) feet above the ground. • Sign may be externally or internally illuminated but may not cause any uplight or glare 	<p>One (1) monument or free-standing sign is allowed per lot, subject to all the following:</p> <ul style="list-style-type: none"> • The maximum sign area allowed is one hundred (100) square feet. • The maximum height is seven (7) feet from grade with a maximum height of two (2) feet for the base of the sign. • The Zoning Commission may approve an exception allowing a height increase if natural grade is four (4) or more feet below the crown of the abutting street. • The minimum setback is fifteen (15) feet from the closest abutting right-of-way and 100 feet from the nearest residential property line. • Sign may be externally or internally illuminated but may not cause any uplight or glare • If a free-standing sign is used, two-posts measuring four inches by four inches or larger must be used. Posts must be composed of wood and must be incorporated as a visual design element of the sign.
All land uses occupying complex sites	<p>One (1) wall, canopy, hanging, or blade sign is permitted per unit, subject to all the following:</p> <ul style="list-style-type: none"> • Wall and blade maximum sign area is calculated at one and one-fourth (1.25) square feet per linear foot of the unit facade. The linear footage shall be measured along the wall of the facade on which the sign will be located. For units with less than twenty-five (25) linear feet the maximum size is thirty-two (32) square feet. • Canopy sign maximum sign area is twelve (12) square feet per unit. • Hanging sign maximum sign area is six (6) square feet per unit. Hanging signs must have a minimum clearance height of eight (8) feet above grade. • Sign may be externally or internally illuminated but may not cause any uplight or glare 	<p>One (1) monument or free-standing sign is permitted per street frontage provided the maximum sign area is calculated at one half (0.5) square feet per linear foot of street frontage up to a maximum of 120 square feet per sign.</p> <p>Sign may be externally or internally illuminated but may not cause any uplight or glare.</p> <p>If a free-standing sign is used, two-posts measuring four inches by four inches or larger must be used. Posts must be composed of wood and must be incorporated as a visual design element of the sign.</p>

10.8.3. Specific Sign Design Standards for the B-3 District.

1. *Purpose.* The purpose of this section is to promote the establishment of signage within the B-3 district that is consistent with the area's historic character and pedestrian-oriented streetscapes. The Zoning Commission may grant exceptions to the standards in this section through the Special Use Permit process.
2. *Design Principles.* The Planning Director and Zoning Commission shall consider the following design principles when reviewing signage requests in the B-3 District.
 - a. Signs should reflect the historic character of Old Mandeville and should be compatible with the existing development in Old Mandeville regardless of sign content or message;
 - b. Signs should appear aesthetically simple, easy to read and proportional to building design elements and in scale with the pedestrian environment;
 - c. Signs should use material and colors that complement the primary building color and overall streetscape;
 - d. Wall signs should be at a level that is easy to see for pedestrians passing along the sidewalk and in locations that do not obscure windows, doors, or significant architectural features; and
 - e. Signs should use external downward directed lighting that produces an even glow on the sign and does not reflect or spill over onto the sidewalk or adjacent properties; and
 - f. New signs should be compatible with historic signs.
3. *Design Requirements.* The following design requirements shall apply in addition to standards in this Article and the B-3 zoning district standards.
 - a. *Materials.* Wall and free-standing signs shall be constructed of metal, glass, stone, concrete brick, wood or other material that the Planning Director finds have a substantially similar appearance of one of these materials and equal or greater durability. Awning and canopy signs may be printed on the valance of the awning or canopy.
 - b. *Illumination.* Signs shall be externally illuminated with the following exceptions:
 - (1) Neon signs in building windows or on walls that are no larger than eight (8) square feet in area; or
 - (2) Backlit or haloed letters or logos attached to building walls, where the lighting source is shielded so that the light source is not visible from above the sign.

10.8.4. Specific Sign Design Standards for the Historic Preservation Overlay District.

1. *Purpose.* The purpose of this section is to promote signage in the Historic Preservation Overlay District that is compatible with historic structures and streetscapes. The allowances and procedures outlined below are intended to ensure that signage installed in this district has the flexibility to use designs that are historically authentic and compatible with historically significant signage in Mandeville.
2. *Design Allowances.* Attached and monument signs are permitted in accordance with Section 10.8.2. Permitted Signs Allowed by District, however the following allowances shall be permitted in the Historic Preservation Overlay District, subject to review of the Historic Preservation District Commission. Signs installed in the Historic Preservation District Overlay shall be subject to the certificate of appropriateness review process if they fall into the categories listed in Appendix A, Division II, Article 7, Section 7.6.4.4. Applicability. Sign types allowed in this district include:
 - a. Etched signs in windows, above a door, or integral to an architectural component of a building.
 - b. Marquee signs.
 - c. Roof signs, provided the sign design employs historically authentic methods or appearance and the sign is equal to or smaller than existing or historically documented roof signs in the immediate vicinity.
 - d. Neon signs, provided the sign complies with 10.8.1.3. Limited Use of Neon in Signage Design.
 - e. Murals, provided no more than five (5) percent of the mural's area is lettering.

10.9. NONCONFORMING SIGNS.

10.9.1. Regulation of Legally Non-conforming Signs.

1. *Expansion prohibited.* No legally non-conforming sign may be enlarged or altered in a way which would increase its nonconformity with the provisions of this Sign Code.
2. *Compliance required to increase on site signage.* No conforming sign shall be permitted to be erected on the same lot with an existing non-conforming sign until the non-conforming sign has been removed or brought into conformance with the provisions of this Article.
3. *Signs Eligible for Characterization as "Legally Non-conforming."* All signs that existed legally before the adoption of this Article or existed legally when constructed but were found to be noncompliant with a provision of this Article that was passed subsequent to their construction, and do not conform to its provisions will be permitted to remain in accordance with this section and be termed a legally nonconforming sign.
4. *Loss of Legally Non-conforming Status.* A legally non-conforming sign shall immediately lose its legal non-conforming designation if:
 - a. The sign is altered in any way, which tends to make the sign less in compliance with the requirements of this code than it was before the alteration;
 - b. The sign structure is relocated;
 - c. The site contains a use or development that has lost its legally non-conforming status (and is illegally nonconforming); or
 - d. The site becomes vacant (building is demolished) or contains an unoccupied commercial or institutional building as evidenced by the expiration of an occupational license for the building.On the happening of any (a) or (b), the sign shall be immediately brought into compliance with this code and a new permit secured thereof, or shall be removed.
5. *Damage or destruction.* Legally nonconforming signs that are in whole or in part destroyed by force majeure or acts of public enemy may be restored in accordance with the conditions below:
 - a. Should any legally non-conforming sign be damaged by any means to an extent of more than fifty (50) percent of its replacement cost at time of damage, it shall not be reconstructed except in conformity with the provisions of this Article.
 - b. Should any legally non-conforming sign be damaged by any means to an extent of less than fifty (50) percent of its replacement cost at time of damage, it may be reconstructed provided the restoration is accomplished with no increase in height or area and in compliance with (c), (d), and (e) of this subsection.
 - c. Such restoration of a legally nonconforming sign must commence within six (6) months after the nonconforming sign was damaged or destroyed. Said six-month period shall begin on the date that a state of emergency is lifted from the property in question or from the earliest date that the property can reasonably be accessed by the property owner following a disaster that prevents access. After this six month period has passed, if the sign has not been repaired the sign shall lose its legally nonconforming status.
 - d. Commencement of restoration shall be evidenced by submittal of a complete application for a sign permit with the Planning Director.
 - e. Restoration of legally nonconforming sign must be completed within the time frame prescribed by the building permit. Any extension to the requirements of this section must be approved by the Planning Director and evidenced by an extended building permit.
6. *Maintenance and Repair of Legally Non-conforming Signs.*
 - a. Nothing in this section shall relieve the owners or users of legally non-conforming signs or the owners of the property on which legally non-conforming signs are located from any provisions of this Sign Code regarding safety, maintenance and repair of signs provided, however, that any repainting, cleaning or other normal maintenance or repair of the sign or sign structure does not materially alter or modify the sign.
 - b. The replacement of a sign face shall be permitted as a maintenance or repair action for a legally nonconforming sign, provided no changes are made to the sign structure and that the sign area and height does not increase.

10.10. OTHER COMMON SIGN PROCEDURES.

10.10.1. Appeals.

A sign permit applicant shall have thirty (30) days from permit denial to submit to the Zoning Commission an appeal of the decision or a petition for other applicable relief from the provisions of the otherwise offended law, ordinance, or regulation. Timely application to the Zoning Commission shall stay the denial of the sign permit application for ninety (90) days. The application shall be denied after said ninety (90) days and the requested permit refused if the applicant cannot show that all necessary relief has been granted by the Zoning Commission.

10.10.2. Commencement of Work Under Sign Permit; Automatic Expiration.

1. All permits issued under the terms of this Article 10 Sign Code shall expire automatically if the permitted activity or other work described in the application has not commenced within ninety (90) days from the date of the issuance of the permit and any construction or other work required under the terms of the application shall not be substantially completed within one hundred twenty (120) days of the date of issuance of the permit.
2. The Planning Director may, for good cause shown, grant an applicant two (2) extensions, not to exceed a total of ninety (90) days of such periods.
3. Any period in which progress on the completion of any work authorized by the permit is stayed by operation of law shall not be considered in the accrual of the periods of time for commencement and completion of permitted work.

10.10.3. Suspension or Revocation of Sign Permit

The Planning Director may, in writing, suspend or revoke a sign permit issued based on a misstatement of material fact or fraud.

10.10.4. Maintenance of Signs and Premises.

1. **Sign Maintenance.** Each sign that has been erected in accordance with the provisions of this Sign Code shall be maintained in substantially the same condition as when the final inspection was made and the sign inspection sticker was issued. Failure to maintain the sign, including exterior painting, shall constitute a violation of this Article. The Planning Director may after notice to the owner and hearing before the Zoning Commission order the removal of any sign that is not maintained in accordance with the provisions of this section. Such removal shall be at the expense of the owner or lessee.
2. **Premises Maintenance.** All signs and the premises surrounding them shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

10.11. ENFORCEMENT OF THE PROVISIONS OF THE SIGN CODE AND PENALTY FOR VIOLATION.

10.11.1. Enforcement and Sign Removal.

1. *Authority.* The provisions of this Article shall be enforced by the police. The provisions of this Article shall be administered by the Planning Director. All such officers shall have the power and authority to make inspections of signs, sign structures or premises necessary to carry out their duties in the coordination and the enforcement of the provisions of this Article.
2. *Misrepresentation.* The Planning Director may revoke any sign permit where there has been a violation of the provisions of this Article or misrepresentation of fact on the sign permit application.
3. *Authority to remove signs.* The Planning Director or their designee is authorized to remove prohibited signs, unsafe signs, abandoned signs, signs constructed without a permit, and signs that have lost their legal nonconforming status as per this Code.
4. *Removal of unlawful signs.*
 - a. If the Planning Director shall find that any sign or other advertising structure regulated herein is unsafe or insecure, is a menace to the public, is abandoned or is maintained in a dilapidated condition, or has been constructed or erected or is being maintained in violation of the provisions of this Article, they shall give written notice to the permittee or owner thereof or, if he is unable to identify such persons, to the owner of the property on which the sign is located. If the person so notified fails to remove or alter the structure within one (1) month after conviction of violation or imposition of penalty so as to comply with the provisions of this Sign Code, such sign may be removed or altered immediately by the Planning Director at the expense of the permittee, sign owner, or owner of the property upon which it is located. The Planning Director shall refuse to issue a permit to

any permittee or owner who refuses to pay costs so assessed. The Planning Director may cause any sign which is an immediate peril to persons or property to be removed summarily without notice.

- b. Signs upon public streets, sidewalks, right-of-way, or other public property may be immediately removed without prior notice.
- c. Any unlawful temporary or portable type sign located on private property that has not been removed after twenty-four (24) hours from notification may be removed by the City at the private property owner's expense. The City may dispose of the subject sign(s) immediately.
- d. Neither the City, nor any of its agents are liable for any damage to the sign when removed in accordance with this section.
- e. In addition to the penalties provided by these regulations, the provisions of this section may be enforced and violations thereof may be abated in accordance with the provisions and procedures set forth in sections 9-44 through 9-48 of Chapter 9 of the Code of Ordinances of the City of Mandeville.

10.11.2. Violation.

- 1. In case any sign structure or sign is erected or structurally altered or maintained or used in violation of the provisions of this Article, any proper City official or his or her duly authorized deputies or representatives may institute any appropriate action or proceedings to prevent such unlawful act or to prevent any illegal act, conduct or use in or about or concerning any such sign, sign structure or premises. Each day any such violation continues shall constitute a separate violation of this Article. The Planning Director may call upon the Chief of Police to furnish necessary personnel to carry out his orders.
- 2. Any resident of the community who believes that a violation of any of the provisions of this Article is occurring may file a written complaint with the Planning Director. Such complaint shall fully set forth the acts or omissions constituting the alleged violation and the site or sites at which such violation or violations are alleged to be occurring. The Planning Director shall record properly such complaint, investigate the allegations underlying said complaint, and take action on such complaint and investigation as provided by this Article.

10.11.3. Penalty.

Any person violating any provision of this Article shall be guilty of a misdemeanor, and upon conviction shall be punished as provided in section 1.9 of these Land Use Regulations of the City of Mandeville.

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

ORDINANCE NO. 23-20

AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE COMMERCIAL LEASE FOR THE MANDEVILLE DEPARTMENT OF MOTOR VEHICLES OFFICE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, pursuant to Ordinance 21-09, the City of Mandeville (the “City”) originally leased from Sunlight Causeway, LLC (“Lessor”) the below described property (hereinafter, the “Leased Premises”) to be utilized by the City of Mandeville for its Mandeville Office of Motor Vehicles, pursuant to a Lease Agreement originally made between the City of Mandeville, as tenant, and Sunlight Causeway, LLC, as lessor, executed as of April 14, 2021 (the “Lease”):

“1715 North Causeway Blvd., Mandeville, Louisiana, premises consist of an area approximately 3336 square feet of office space and seventy (70) parking spaces which is attached hereto and made a part hereof.”

WHEREAS, said Lease has a term of five years with the option to renew until April 30, 2026;

WHEREAS, since the execution of the aforementioned Lease, Sunlight Causeway, LLC has sold its interest in the property to Causeway Place, LLC, and the lease was subsequently amended in April 2022 to reflect the change in ownership;

WHEREAS, the City of Mandeville desires to continue to use the property for the Mandeville Office of Motor Vehicles and to amend the Lease to reflect another recent change in ownership interest with the current owner of the property, Beacon Lighthouse Properties, LLC- Causeway Plaza, all as is set forth in that certain Second Amendment to the Commercial Lease (the “Amendment”), by and between the City and Beacon Lighthouse Properties, LLC- Causeway Plaza, as attached as Exhibit 1 hereto; and

WHEREAS, the City Council finds that the provisions of the Second Amendment, as attached (including its attachments) and incorporated herein by reference as if fully set out, are in the best interest of the City and the health, safety, and welfare of its residents, and in accord with public purposes.

NOW, THEREFORE, BE IT ORDAINED, that the City Council of the City of Mandeville hereby authorized execution, on behalf of the City of Mandeville, of the Second Amendment, and to execute any and all other instruments and to take such other action as is necessary to effectuate the terms of the Lease and to carry out the purposes of the Amendment, as amended.

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

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared and adopted this ___ day of _____, 2023

Kristine Sherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ___ day of _____, 2023 at _____ o'clock a.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ___ day of _____, 2023 at _____ o'clock a.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ___ day of _____, 2023, at _____ o'clock a.m.

CLAY MADDEN, MAYOR

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

STATE OF LOUISIANA

This FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "First Amendment") is being entered into effective as of May 1, 2023, by and between **BEACON LIGHTHOUSE PROPERTIES, LLC- CAUSEWAY PLAZA** (hereinafter referred to as the "Lessor"), a Louisiana limited liability company, and **CITY OF MANDEVILLE** (hereinafter referred to as the "City" or "Tenant"), a municipal corporation of the State of Louisiana, with reference to the following facts, each of which the parties agree is true:

- A. Lessor's predecessor-in-interest, Causeway Place, LLC, a Louisiana limited liability company, and the City of Mandeville entered into a Lease dated April 26, 2022, a copy of which is attached hereto as "**Exhibit A**" and incorporated herein by this reference (the "Lease"), pursuant to which the City leased that certain premises owned by Lessor's predecessor-in-interest located at 1715 N. Causeway Blvd., Mandeville, Louisiana 70471 (the "Leased Premises"), the commencement date of which was May 1, 2021.
- B. A transfer of interest by sale was completed for the Leased Premises on May 1, 2023. Said sale transferred the legal ownership of the property from Causeway Place, LLC to Beacon Lighthouse Properties, LLC- Causeway Plaza.
- C. Tenant has been duly authorized to execute and deliver this Agreement under the terms and provisions of the ordinance or resolution of its governing body, attached hereto as "**Exhibit B**", and by other appropriate official approval, and further represents and warrants that all requirements have been met, and procedures have occurred in order to insure the enforceability of this Agreement, and Tenant has complied with such requirements as may be applicable to this Agreement.
- D. Beacon Lighthouse Properties, LLC- Causeway Plaza, by its signature below acknowledges and accepts all the obligations, terms and conditions of the Lease Agreement between Causeway Place, LLC and the City of Mandeville, for the remaining terms of the lease agreement. The City of Mandeville, by its signature below, likewise acknowledges and accepts the same.
- E. Lessor and Tenant desire to enter into this Second Amendment for the purpose of modifying the Lease in certain respects to reflect change in ownership as hereinafter provided.

NOW, THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 1, 2023, as follows:

1. **Definitions.** All capitalized terms used herein and are not otherwise defined herein shall have the same meaning assigned thereto as in the Lease.
2. **Ownership.** The Lease is hereby amended to show the following Change of Ownership:

New Owner:

Michael D. Haydel
Beacon Lighthouse Properties, LLC- Causeway Plaza
511 S. Jahncke Ave.
Covington, Louisiana 70433

3. **Payment.** The heading titled "**PLACE OF PAYMENTS**" of this lease is amended by deleting the existing text and substituting, in lieu thereof, the following:

Commencing on May 1, 2021, rental payments shall be made as payable to **Beacon Lighthouse Properties, LLC- Causeway Plaza** through Check payable to Beacon Lighthouse Properties, LLC at 511 S. Jahncke Ave, Covington Louisiana 70433;

4. **Full Force and Effect.** Except as expressly modified hereby, the remaining terms and conditions of the Lease shall remain valid and effective as presently written. The terms

and provisions of this Second Amendment shall control to the extent of any inconsistencies between this Second Amendment and the Lease.

5. Miscellaneous.

- (a) Headings. The headings, captions, and arrangements used herein are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms hereof nor affect the meaning thereof.
- (b) Governing Law. This Second Amendment and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction and venue of the 22nd Judicial District Courts located in the Parish of St. Tammany, in the State of Louisiana, in the event of any legal proceedings in connection with this Agreement. Both parties agree and hereby attest that they have thoroughly read and reviewed the entire agreement and are familiar with all of the terms and conditions. Both parties attest that they have the authority to sign on behalf of their agency.
- (c) Invalid Provisions. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (d) Enforceability. This document is enforceable in accordance with its terms immediately upon execution hereof by both parties, notwithstanding that most obligations, right and duties are performable from and after the Effective Date.
- (e) Entire Agreement; Acknowledgment of Amendment. Lessor and Tenant mutually acknowledge that this amendment to the Lease Agreement is the sole amendment to the Lease and all other terms and conditions contained therein remain in effect. The terms of this Agreement may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
- (f) Affidavit. Both parties agree and hereby attest that they have thoroughly read and reviewed the entire agreement and understand all of the terms and conditions. Both parties attest that they have the authority to sign on behalf of their agency and are executing the same willingly and voluntarily of its own volition.

[The remainder of this page is intentionally left blank.]

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

THIS LEASE AMENDMENT is executed in duplicate in the Parish of St. Tammany, State of Louisiana, on the _____, day of _____, 2023, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

CITY OF MANDEVILLE

Signature: _____

Printed: _____

Title: _____

Witness:

Signature: _____

Printed: _____

THIS LEASE AMENDMENT is executed in duplicate in the Parish of St. Tammany, State of Louisiana, on the _____, day of _____, 2023, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

BEACON LIGHTHOUSE PROPERTIES, LLC- CAUSEWAY PLAZA

Signature: _____

Michael Haydel, Sole Member/Manager

Witness:

Signature: _____

Printed: _____

[EXHIBIT "A" and "B" CONTAINED ON THE FOLLOWING PAGES]

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

ORDINANCE NO. 23-21

AN ORDINANCE FOR THE CITY OF MANDEVILLE TO AMEND SECTION 13-6 OF THE CODE OF ORDINANCES, TO INCLUDE ADDITIONAL POWERS OF THE CITY TO PROTECT CITY RIGHTS-OF-WAY DURING THE LOCATION/PLACEMENT OF PUBLIC AND PRIVATE UTILITIES THEREIN AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Public and private utilities desire to expand their infrastructure within the municipal boundaries of the City of Mandeville through access and utilization of the City’s public rights-of-way;

WHEREAS, the City of Mandeville agrees that the expansion of certain public and private utilities within the municipal boundaries of the City will provide a public benefit and assist in the economic development of the area, and the City has a reasonable expectation of receiving these benefits;

WHEREAS, the City of Mandeville desires to allow for the access and use of the municipal rights-of-ways, subject to a procedure that ensures notice to the City, safeguards existing uses and utilities provided to avoid disruption, and to protections to the City and its citizens in the event of any disruption of services, damage to property or other obstruction as a result of the use of its rights-of-ways by public or private utilities;

WHEREAS, the City of Mandeville desires to amend Section 13-6 of the Code of Ordinances to prescribe the procedure for use of municipal rights-of-ways by public and private utilities and to allow for enforcement of any violation of the procedure prescribed herein, including the requirement that any work performed on the right-of-way may also include a deposit of cash or surety bond to safeguard the City from disruption of services, damages to property or other obstruction as a result of the use of its right-of-ways by any user.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-6 be adopted to read as follows:

Section 13-6. Procedure for placement of public and private utilities in City rights-of-way

A. Purpose

9. The City is empowered to require a guarantee deposit of cash or surety bond on a case by case basis in an amount as determined by the City. Guarantee deposits will be refunded upon receipt of notice from the City that the work has been satisfactorily

completed. Failure to comply with the terms of the permit will result in forfeiture of the deposit. Deposits will also be forfeited if the terms of the permit remain unsatisfactory or not completed after five (5) years from the date of issuance. The forfeiture of the deposit, or the lack of a deposit, shall in no way relieve the permittee from any other claim for damages and costs suffered by the City due to his failure to comply with said permit. Unsatisfactory completion of a permit may also result in non-approval of future permits for the same applicant until the unsatisfactory condition is rectified.

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

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared and adopted this ____ day of _____, 2023

Kristine Sherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2023 at _____ o'clock a.m.

CLERK OF COUNCIL

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

ORDINANCE 23-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE WITH RESPECT TO PARCEL D, MARINERS VILLAGE SECTION 46, T-8-S, R-11-E, GREENSBURG LAND DISTRICT, CITY OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED ON THE LEGAL DESCRIPTION PREPARED BY KELLY J. MCHUGH & ASSOCIATES, INC., CIVIL ENGINEERS & LAND SURVEYORS, DATED 08/04/95, CONTAINING 15.012 ACRES; CONDITIONALLY APPROVING THE SITE PLAN FOR SUCETTE HARBOR, PREPARED BY TRAPOLIN PEER ARCHITECTS (HOTEL & EVENT SPACE), ARRIVE ARCHITECTURE GROUP (ACTIVE ADULT BUILDINGS), WITH URBAN AND LANDSCAPE SITE PLANNING FROM DESIGN WORKSHOP; REQUIRING THAT THE SUBJECT PROPERTY BE ZONED PLANNED COMBINED USE DISTRICT(“PCUD”); GRANTING A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT OF THE ENTIRE SITE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

RECITALS:

WHEREAS, Woodward Harbor, L.L.C. (“Woodward Harbor”), on behalf of LSU Health Foundation, New Orleans, has applied for the approval of site development plans and a conditional use permit for a project on Parcel D, Mariners Village Section 46, T-8-S, R-11-E, Greensburg Land District, City of Mandeville, St. Tammany Parish, Louisiana, more particularly described on the legal description prepared by Kelly J. Mchugh & Associates, Inc., Civil Engineers & Land Surveyors, Dated 08/04/95, containing 15.02 acres of land (Parcel “D”), attached hereto as Exhibit “1; and

WHEREAS, the City of Mandeville’s Comprehensive Plan, dated 2007 (“Comprehensive Plan”), identifies Parcels D for future use as a “Planned/Marina District” (see Comprehensive Plan – Map 2); and

WHEREAS, the Comprehensive Plan classifies the subject parcel of land as ones suitable for “mixed use” (see Map 5c – West Marina Issues); and

WHEREAS, the Comprehensive Plan establishes that “Mandeville is a lakefront community that provides access to Lake Pontchartrain for residents and visitors” and that “marinas, located on the east and west ends of Old Mandeville, provide unique opportunities for the establishment of mixed-use

neighborhoods with a maritime focus,” with a goal “to provide diverse mixed-use marina environments and easy marine access for residents and visitors” (see Comprehensive Plan - Goal 11, page 35); and

WHEREAS, Article 3.3, entitled *General Definitions of the Land Use Regulations*, of the Comprehensive Land Use Regulations Ordinance (“CLURO”) defines a planned development as “land under a unified control to be planned and developed as a whole in a single development operation or a definitely programmed series of development operations or phases” (see definition 183) and contains no further definitions or subclassifications of a planned development; and

WHEREAS, Article 7.5.15, entitled *PD- Planned District*, of the CLURO outlines that the Planned District allows for “design flexibility in conjunction with a site plan review procedure for the approval of residential, commercial, industrial or a combination of these uses on one unified development site by ordinance of the City Council subsequent to the recommendation of the Planning Commission,” and further, that “Development sites approved by ordinance under the site plan review procedures of a Planned District shall be approved as a Planned Residential District (PRD), a Planned Commercial District (PCD), a Planned Industrial District (PID), or a Planned Combined Use District (PCUD) in accordance with the classification of the use or uses proposed and/or existing”; and

WHEREAS, in conformity with the procedures established in Article 4.3.3, entitled *Procedures and Fees for Conditional Use Permits and Planned District Zoning*, of the CLURO, Woodward Harbor has submitted an Application for Planned District and Conditional Use Approval for Sucette Harbor, a mixed-use development, with designs and drawings prepared by Trapolin Peer Architects (Hotel) dated March 15, 2022, revised on September 23, 2022, Arrive Architecture Group (Active Adult Buildings), dated August 1, 2018, revised on August 31, 2022, and Design Workshop (Urban and Landscape Site Planning), dated February 18, 2022, revised on August 26, 2022, attached hereto *in globo* as Exhibit “2”;

WHEREAS, Article 9.1.1.11, entitled *Provisions for “Parking Bank,”* of the CLURO allows for “parking spaces to be held in reserve as landscaped open space” for the potential future benefit of the public and the applicant/owner (see Exhibit “3”); and

WHEREAS, the City of Mandeville Planning and Zoning Commission (“Planning and Zoning Commission”), after giving proper notice, conducted public hearings for the proposed Sucette Harbor project on September 21, 2022, October 12, 2022, February 13, 2023, March 7, 2023, March 20, 2023, and April 17, 2023 and reported its findings and recommendations to the City Council of the City of Mandeville (“City Council”) on or about April 25, 2023 for a Conditional Use Permit and Planned District Zoning Approval; and

WHEREAS, the City Council has considered Article 4.3.3.8, entitled *Review and Evaluation Criteria*, of the CLURO with regards to the subject project and has reviewed the favorable recommendations of the Planning and Zoning Commission, attached hereto as Exhibit “4,” as well as the

site development plans for Sucette Harbor; and

WHEREAS, Parcel D is undeveloped ; and

WHEREAS, the City Council intends herein with this Ordinance to approve the site and development plans for Parcel D, to approve a conditional use permit for the subject project, and to authorize the land uses set forth below in Table 1; and

NOW THEREFORE, BE IT ORDAINED by the City Council, acting as the governing authority of the City of Mandeville, that the site development plans for **Sucette Harbor**, as well as all other drainage, landscape, parking, tree mitigation, marina, and building plans as contained in Exhibit “2,” are approved. The site plans, as contained in Exhibit “2,” for Sucette Harbor are specifically made a part of this ordinance and are incorporated herein by reference.

BE IT FUTHER ORDAINED by the City Council that the following land uses and intensities shown in Table 1 are approved, and a conditional use permit is granted to the applicant and the owner, for the development of the subject parcels of land as follows:

Table 1: Authorized Land Uses and Development Limits.

Land Use/Building Type	Limits
Residential Uses:	
Multi-family/Age Restricted Housing	201 Units
Commercial Uses:	
Hotel	84 Rooms 108,813 sf
Retail and Office	11,700 sf
Marina	110 Boat slips
Parking Spaces, including parking bank	589 spaces

BE IT FURTHER ORDAINED by the City Council that the subject parcel of land be approved for use as a Planned Combined Use District (PCUD) and re-zoned to the extent necessary.

BE IT FURTHER ORDANINED by the City Council that all variances and departures from the CLURO are granted for the subject project consistent with the attached site plans for Sucette Harbor.

BE IT FURTHER ORDAINED by the City Council that the Clerk of the Council be authorized and empowered to take any and all actions, within her discretion, deemed necessary to promulgate the provisions of this Ordinance.

The ordinance having been submitted to a vote; the vote thereon was as follows: