

INTEROFFICE MEMO

TO: Alicia Watts Elizabeth Sconzert

- FROM: Alia Casborné
- DATE: November 7, 2024

SUBJECT: Special Events Application Recommendations

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

Mande Milkshakers

Applicant: Tina Rhinehart

Kings Day Parade & Festival

Date/Time: Saturday, January 11, 2025 – 3:00 p.m – 6:00 p.m. Rain Date: NA Location: Lakeshore to Trailhead (See Map Attached)

Approval Requests:

- MPD Map & Detail Approval
- Permission to apply for ATC Permit

Contingencies:

- Certificate of Insurance (COI)
- ATC Permit
- MPD Map & Detail Approval
- Milkshakers will handle Trailhead cleanup

OLL Knights of Columbus Council 9240

Applicant: Julio A. Aviles

Mandeville Stands for Life – A Pro-Life Chain Event

Date/Time: Saturday January 25, 2025– 1:00 p.m – 2:00 p.m. Rain Date: N/A Location: Hwy 190 (See Map Attached)

Approval Requests:

MPD Map & Detail Approval

Contingencies:

- Certificate of Insurance (COI)
- MPD Map Approval

- MPD approval of no detail
- Chain must agree to not block sidewalks or Hwy intersections.

Northshore Community Foundation

Applicant: Donna Jenkins

Crawfish Cookin' for a Cause

Date/Time: Saturday, March 29, 2025 – 10:00 a.m. – 6:00 p.m. Rain Date: N/A Location: Mandeville Lakefront Harbor (See Map Attached)

Approval Requests:

- MPD Map & Detail Approval
- Permission to apply for ATC Permit

Contingencies:

- Certificate of Insurance (COI)
- ATC Permit
- MPD Map & Detail Approval
- Foundation will handle cleanup

Kings Day Parade

City of Mandeville 675 Lafitte Street Mandeville, LA 70448



HULC MP

www.cityofmandeville.com Telephone: (985) 624-3127 or 624-3147 Fax: (985) 624-3128

	Mayor Clay Madden					
	SPECIAL EVENT PERMIT APPLICATION					
Name	of Organization or Group Mande Milkshakers of Authorized Representative Tina RhinehartNon-Profit/ g Address700 Carondelet St	Tax-Exempt # _	82-1035168			
Applic	City Mandeville					
Date(s	Location: Mandeville Lakefront and Mandeville Trailhead	ain Dates(s)	N/A			
Descri	New Recurring of Event: Fundraiser Festival, Carnival or Market Other: ption/Purpose of Event Community Event Estimate TDETAILS - Check all that apply:	Parade We	edding			
1	Are patron admission, entry or participant fees charged?	Yes	No			
2	Is the event open to the public?	Yes	No			
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	Yes	No			
4	Will you require barricades for the event?	Yes	No			
5	Are you requesting that Police be present during the event?	Yes	No			
6	If you answered YES, to number 5, how many officers are you requesting	6	(2)			
7	If you are requesting Police, will they need to direct traffic?	Ves	No			
8	Will alcohol be consumed, distributed, or sold at this event?	Ves Yes	No			
9	Will food be distributed, prepared or sold at this event?	Ves Ves	No			
10	Will there be canopies or tents?	Yes	No			
11	Will there be vendor booths? Merchandise or product sales?	Yes	No			
12	Are you planning to have inflatable attractions, games or rides?	Yes	√ No			
13	Will there be bleachers, stages, fencing or other structures?	Yes	No			



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Do you plan to provide portable toilets? * See Guidelines*	Yes	1 No
Will there be security staff?	Ves	
Are you planning to have amplified sound?	Ves Ves	
Will you need access to power or water? (please circle)		
Will there be any signs, banners, decorations, or special lighting?	Yes	No
	Will there be security staff? Are you planning to have amplified sound? Will you need access to power or water? (please circle)	Will there be security staff? Image: Yes Are you planning to have amplified sound? Image: Yes Will you need access to power or water? (please circle) Image: Yes Will there be any signs, because descertion Image: Yes

ecked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.

2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.

3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.

4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions, and with applicable laws and ordinances. The event organizer or other authorized representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By:

Printed Name: Tina Rhinehart

Organization Represented: Mande Milkshakers

Office Held Captain

Date 7/12/2024

Please email completed application to acasborne@cityofmandeville.com.

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.

City of Mandeville 3090 E. Causeway Approach Mandeville, LA 70448

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<u>www.citvofmandeville.com</u> Telephone: (985) 624-3127 or 624-3147 Fax: (985) 624-3128

	SPECIAL E	VENTS DEPARTMENT	USE ONLY
to event date.		rganizer must be paid i	n advance at least 30 days prior
Certificate of Insurand			
Police Department	DEPARTMENT	AL EXPENSES	INITIALS
Fire District #4			
Public Works			
TOTAL COSTS			=
Recommendation of §			
) Transhead	Λ
12 polico O	Phcers (Millshakers D	ay for Le, City paystorb)
			e cleanupa
Tro Ilinor	0	y for 1/2 deta	äl
Mayor Clay Madden	dil		<u>11-6-24</u> Date
City Council Approva	1		
Alcohol Permit:			
Yes	No	Date Approved:	
Waiver of Lakefront Fo	ood & Drink Ordina	ance:	
Yes	_ No	Date Approved:	



MANDEVILLE POLICE DEPARTMENT

Special Event Addendum

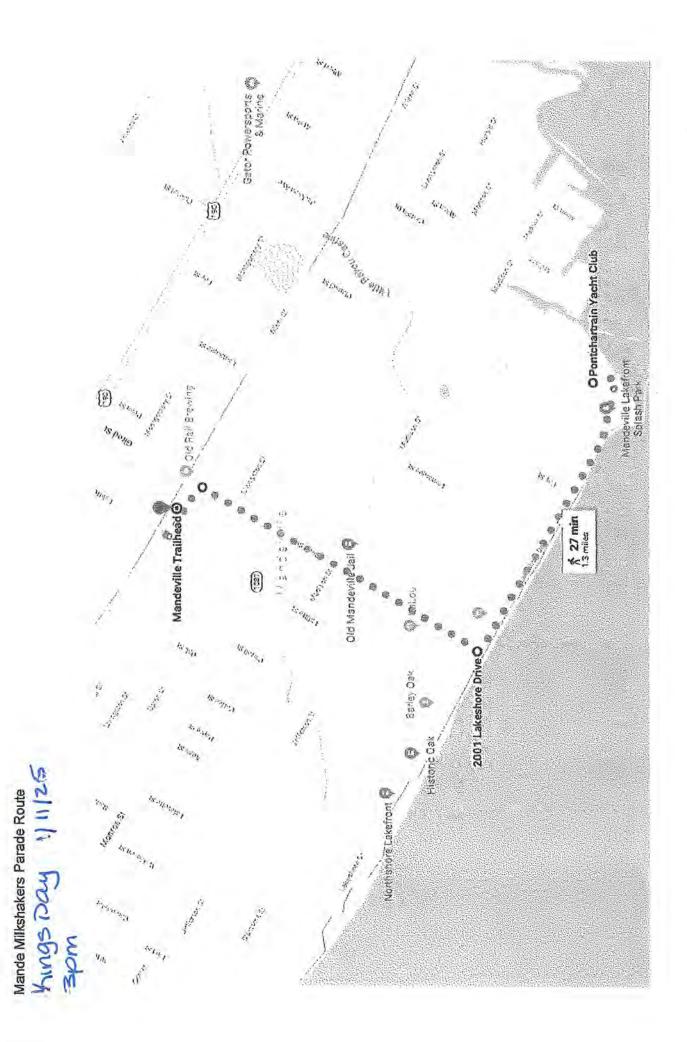
Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event:
2. Location of event: Lakebort & Sauchead
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? (YES) NO
5. Are you requesting that Police be present during the event? (YES) NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? 12
8. Name and contact number of Event official?
lina Bhine part - 985-705-3375

9. Will alcoholic beverages be present?	YES NO
10. Expected number of people at event?	

		City of Mandeville 3101 East Causeway App	1 Descal	
		Mandeville, Louisiana 985-624-3147 985-624-3	70448	
		**SPECIAL EVENTS (3-D		
		LIQUOR LICENSE APPLIC	ATION	
1.	Liquor license to be	issued to: MUNAL	Mullesina lints	
2.	Legal name(s): Indi-	vidual, Partners, or Corporation	Mande Wallich	ahoris
3.	Apply for: Class "A	"2 Class,"B"/High Content	Low, Content_/Restaurant_	surcer i-
•	Business location and Telephone (dress The CANDAC	ULLI SF	
	Mailing address	Too Caronde	UL SF	
	Contact Person	Tina Chiloda	a the	
	Phone Num	ner 1985 105 3375	S-Mail Address: Manale Yna	Thesenleits
	Fax Number	······································	a submitted and a submitted and a submitted by the submit	Changin all. Com
	Type of organization	Jacobian Providence Andrew And	Neb Address and Critics	values como
	and the second sec	al al	,	dental corres
	(If individual complete line A only		on-Profit _LLP _LLC _ Othe	
	If a Corporation, LL	C, LLP, or Partnership, supply nam	e, title, social security #, home address	
	and telephone # of a	Il officers, members, managers, par	thers, agents or other representative.	
	The list of names be	low should each furnish a notarized	Schedule "A	
	Jina Rhi	nehart Capto	un	100%
	100 Carr	mdelet St Mai	ndoville 1970448	985 7053375
	None	Title	SSN '2 Gated	
	Resident Address	City State Zip	House Floure Mander	- 1
	Num	Title	SSN /S Owigd	
	Rendent Address	City State Z-p	Hota Data Sutter	÷
	Is this application by regularly and continu	a new owner to take over an existing to the present time?	ng business that has been selling liquo _ If yes, list.	e i l
	Trade come	Ganativerane addres		_
	Does applicant hold a location?	State or City of Mandeville liquor 1	icense for current year at any other	
	NO_If yes: Nai		ation:	
	Has applicant applied	I for state liquor license? r been denied a state or local liquo		
	le pramise located in	r been denied a state or local fiquor	r license? <u>10</u>	
	Is applicant the owne	tof the premises to be occupied?	prohibited by local or state taws? \underline{NC} \underline{ND} If no, does applicant hold a	
	bona fide written leas	e? (Supply copy of lease with	h and stich by	
	If premises leased, gi	ve name and address of lesser.	ALL PITOL	
	Describe the part of th	he building to be occupied by busin	ness: mia	
	Open date for this loc	ation 1/11/25	1.1	
	Describe in detail you	ir busines , and appe gr sales, act	livity, or service you perform:	
jue	iginal approved Sales sted from the St. Tam	<u>Tas Clearance Certificate</u> must many Parish Sales Tax Departm	be attached to the application, ant (form attached).	
	1/	iven on this application is type and	leoneer. A aler	~
	ure of Applicant	INUKINE	11_Tite: Lapita	
nat	ure of Preparer		Date	
				i i

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/10/2024

THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, AN	JRAI D TH	VCE IE CI	DOES NOT CONSTITUTE	A CONTRACT	er the co between t	VERAGE AFFORDED HE ISSUING INSURE	ATE HO BY TH R(S), A	E POLICIES
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	an	ADD e ter	TIONAL INSURED, the pol	noticy cortain n	alloloo mane	IAL INSURED provisi require an endorseme	onsorb ont. A s	e endorsed. tatement on
ODUCER				ONTACT Jason H				
surance Shield Inc			P	HONE IC. No. Ext): 985-79		FAX (A/G, N	. 985.	792-4777
86 Hwy 21 Suite # 510					ertifiedfi.com		0]; 000	04 1111
					URER(S) AFFOR	DING COVERAGE		NAIC #
adisonville			LA 70447	SURERA: Covingt	on Specialty	insurance Company		interes in
SURED			Ih	ISURER 8; Progres	sive			
Mande Milkshakers LLC			11	SURER C :				al train
700 Carondelet St.			IN	BURER D :				1
			1	SURER E :				1
Mandeville				ISURER F ;				
			NUMBER:			REVISION NUMBER:	1.27	5
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY P EXCLUSIONS AND CONDITIONS OF SUCH P	ERT	AIN,	THE INSURANCE AFEORDED	BY THE POLICIE	OR OTHER I S DESCRIBED PAID GLAIMS.	DOCUMERAT MATLI DECK	PAT TO	LAR HOT I MULTIN
TYPE OF INSURANCE	NSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LI	WITS	
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	1	00,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10	And in case of the owner owne
						MED EXP (Any one person)	\$ 5,0	
	X	X	VBA896686 01	01/05/2024	01/05/2025	PERSONAL & ADVINJURY	\$ 1,0	00,000
GEN'L AGGREGATE LIMIT APPLIES PER:					11111	GENERAL AGGREGATE	\$ 2,0	00,000
POLICY PRO: LOC						PRODUCTS - COMP/OP AG	g ş 2,0	00,000
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 30	0.000
ANY AUTO	51	1.10			1.1.1	BODILY INJURY (Per person		
AUTOS ONLY X SCHEDULED	X X 06601646	s ^ ^ 00001045 03/13/2024 09/13/20	X X 06601646	09/13/2024		nH) \$		
HIRED NON-OWNED AUTOS ONLY			S ONLY			1 mail 1	PROPERTY DAMAGE (Per accident)	\$
	_	_		- 14 P			\$	
UMBRELLA LIAB OCCUR				11 1 1 1	1111.1	EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE					1.1	AGGREGATE	\$	
UED RETENTION \$	_	-	and the second se	11.			\$	
AND EMPLOYERS' LIABILITY VIN						PER OTH STATUTE ER		
OFFICER/MEMBEREXCLUDED?	NIA					E.L. EACH ACCIDENT	\$	
(Mandatory in NH)		11				E.L. DISEASE - EA EMPLOY	EE \$	
DESCRIPTION OF OPERATIONS below	-	-		1.1		E.L. DISEASE - POLICY LIM	T S	
						1		
Certificate holder is also additional insured Walk a Mile in Her Shoes Event October 27,2024								
ERTIFICATE HOLDER		-	0	ANCELLATION				
City of Mandeville 3101 East Causeway Appr Mandeville La 70448	oac	h		THE EXPIRATION ACCORDANCE WI	TH THE POLIC	escribed policies be Freof, notice will Y provisions.	CANCEL BE DE	LED BEFORE LIVERED IN
Manaeville La 70448				UTHORIZEO REPRESE	NTATIVE			
				Ja				

The ACORD name and logo are registered marks of ACORD

Mandeville Stands for Life

City of Mandeville 675 Lafitte Street Mandeville, LA 70448



Mayor Clay Madden

	SPECIAL EVENT PERMIT APPLICATION	4			
Name	of Organization or Group Our Lady of the Lake Knights of Columbus Co	ouncil 9240			
	Name of Authorized Representative Julio A Aviles Non-Profit/Tax-Exempt # 72-1062954				
Mailin	g Address 1208 Fairfield Dr.				
	andevilleState LA Zip	70448			
	ant Phone #912-441-6706Alt. Phone # 912	-484-6706			
E-Mai	jaavilesortiz@gmail.com Application Fe	e Paid?	YESNO		
Name	of Event: Mandeville Stans for Life - A Pro Life Life Chain Event				
Date(s) of Event: Day_01/25/2025_Date/_/Time_1:00-2:00PM_Rair	Dates(s)N/A	A		
	Location: Hwy 190 between St. Ann Dr./Meadowbrook Blvd & Causeway Overpas				
	Type of Event: New Recurring Fundraiser Concert Race/Run/Walk Parade Wedding Festival, Carnival or Market Other: Life Chain				
		Attendance1	00		
EVEN 1	T DETAILS - Check all that apply:				
	Are patron admission, entry or participant fees charged?	Yes	No		
2	Is the event open to the public?	Yes	No		
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	Yes	No		
4	Will you require barricades for the event?	Yes	No		
5	Are you requesting that Police be present during the event?	Yes	No		
6	If you answered YES, to number 5, how many officers are you requesting				
7	If you are requesting Police, will they need to direct traffic?	Yes	No		
8	Will alcohol be consumed, distributed, or sold at this event?	Yes	No		
9	Will food be distributed, prepared or sold at this event?	Yes	No		
10	Will there be canopies or tents?	Yes	No		
11	Will there be vendor booths? Merchandise or product sales?	Yes	No		
12	Are you planning to have inflatable attractions, games or rides?	Yes	No		
13	Will there be bleachers, stages, fencing or other structures?	Yes	No		

City of Mandeville 675 Lafitte Street Mandeville, LA 70448



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14	Do you plan to provide portable toilets? * See Guidelines*	Yes	No
15	Will there be security staff?	Yes	No
16	Are you planning to have amplified sound?	Yes	No
17	Will you need access to power or water? (please circle)	Yes	No
18	Will there be any signs, banners, decorations, or special lighting?	Yes	No
3. If a) 4. A lo de	Folice presence is required, contact Mandeville Police Department at (98) falcohol is being served, please complete the City Liquor License Applicate pplication. The City permit is required to apply for the State permit. Site Plan MUST be included with the application illustrating a detailed ocation of stages, tents, power, food vendors, alcohol sales, portable to retailed map indicating the route to be taken, where safety personnel will be raffic control personnel (if applicable).	tion and Appendix A to include d layout of the event, showin illets, etc. Run/Walk events a	e with the g the precise also require a
	INSURANCE/INDEMN	тү	
acce Louis to be Clerk The M with al other conduc	City of Mandeville requires a minimum \$1,000,000 liability ins ptable to the City of Mandeville, with an AA-@ or better rating, siana, and naming the City of Mandeville as an additional insur e included as an attachment to this application. The Insurance on later than 30-days prior to the event in order for the Specia layor of Mandeville has the right to revoke any permit application Il permit directions and conditions, and with applicable laws authorized representative heading such activity shall carry ction of the event.	authorized to do business red. A copy of the Insuran Certificate must be subm I Events Permit to be issue ion or permit. The applican and ordinances. The even the permit upon his pers	s in the State of ce Certificate is itted to the City ed. Int shall comply nt organizer or son during the
and en any cla	ndersigned applicant, by signature below, shall hold harmless t mployees and shall indemnify and, if requested, defend the Cit aim or injury to property or persons that may arise as a res ions under or in connection with the permit.	v, its officers, agents, and	employees for
docum comply subject Signed		the Special Events Guidel	ines and agrees to
	d Name: Julio A Aviles		
Organi	ization Represented: Our Lady of the Lake Knights of	Columbus Council 93	240
Office	Life Discology	11/4/201) 4

Please email completed application to acasborne@cityofmandeville.com.

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.

City of Mandeville 3090 E. Causeway Approach Mandeville, LA 70448

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SPECIAL	EVENTS DEPARTMENT USE O	ONLY
Any expenses required of the event to event date.	organizer must be paid in adv	ance at least 30 days prior
Fee received Date		
Certificate of Insurance? YES	_ NO	
Police Department		INITIALS
Public Works		
TOTAL COSTS		-
Recommendation of Special Events Do not block Side - NO police detail	emaiks or Hwi	
Approved: L.Cluffault Mayor Clay Madden		<u>11 - (e - 24</u> Date
City Council Approval		
Alcohol Permit:		
YesNo	Date Approved:	
Waiver of Lakefront Food & Drink Ordir	nance:	
YesNo	Date Approved:	

Mandeville "Stands for Life!" Life Chain - January 25, 2025

Mandeville - Life Chain Event

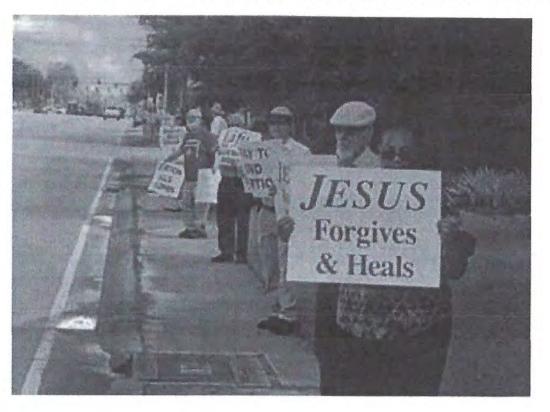
1:00-2:00 PM

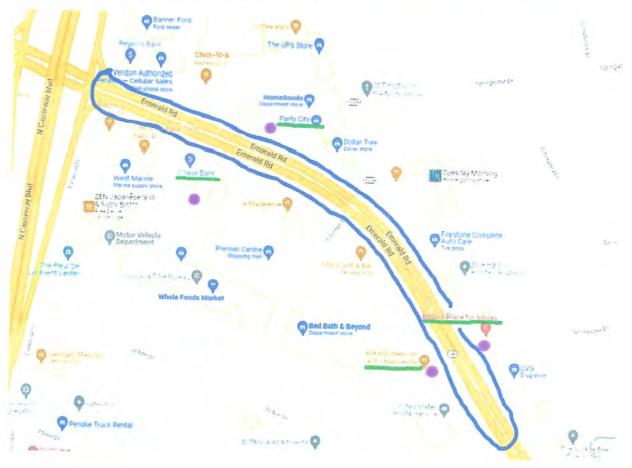
Join Our Lady of the Lake Knights of Columbus (Council 9240) & Respect for Life Ministry as we stand for life along the roadside waving signs in the form of "life chains," serving as a witness for the unborn and their mothers to share our pro-life message with fellow citizens. We will be joining other communities across Louisiana who will be conducting "life marches" as well.

Location - Highway 190 between St. Ann Drive/Meadowbrook Blvd and Causeway/Hwy 190 Off-Ramp / N. Causeway On-Ramp (at the Causeway overpass) – see attached map. We will meet prior to the event, beginning at 12:30, to distribute pro-life signs at the following staging areas:

- Beside Chase Bank (St. Peter Council 12906) 3500 US-190 W, Mandeville, LA 7047, Mandeville, LA.
- Next to El Paso Mexican Grill (Our Lady of the Lake Council 9240) 3410 U.S. Hwy 190, Mandeville, LA 70471
- Next to Bippo's Place for Smiles (Our Lady of the Lake Respect Life Ministry) 2935 U.S. Hwy 190, Mandeville, LA 70471
- Between Starbucks & Party City (Our Lady of the Lake Council 9240) 3601 & 3371 U.S. Hwy 190, Mandeville, LA 70471

Note: These locations are marked as **purple dots** on the map below. <u>After the event</u>, we will collect the signs at these same locations for reuse at future events.





The City of Mandeville has requested that we not 1) block the highway or intersections and 2) stand behind the sidewalk as to not obstruct pedestrian use.

For more information contact John Lodge at <u>JW-TCLODGE@att.net</u>.

Crawfish Cookin for a Cause

<u>www.cityofmandeville.com</u> Telephone: (985) 624-3127 or 624-3147 Fax: (985) 624-3128

City of Mandeville	
675 Lafitte Street	
LA 70448	a ray o rout.



	Mayor Clay Madden				
	SPECIAL EVENT PERMIT APPLICATION				
	of Organization or Group Northshore Community Foundatio				
Name Mailin	of Authorized Representative Donna Jenkins	lon-Profit/7	Tax-Exempt # 6	1-1517784	
City ^C	ovington State	A 7	n 70433		
Applic	005 000 5005		5-966-1448		
E-Mail	dswi65@amail.com			YESNO	
Date(s	of Event: Crawfish Cookin for a Cause s) of Event: DaySaturday Date03/24/25Time10a- Location: Mandeville Lake Front Between Jackson and For	<u>lep</u> Ra	in Dates(s <u>)^{nor}</u>	Ie	
	of Event: New Recurring Fundraiser Concert Race/Run/V Festival, Carnival or Market ption/Purpose of EventRaise Money for Local Charities	Other:	Parade We	edding	
EVEN	T DETAILS - Check all that apply:				
1	Are patron admission, entry or participant fees charged?		Yes	No	
2	Is the event open to the public?		Yes	No	
3	Are Street Closures Requested? If yes, please contact Mandeville P	olice Dept.	Ves Ves	No	
4	Will you require barricades for the event?		Yes	No	
5	Are you requesting that Police be present during the event?		Ves Yes	No	
6	If you answered YES, to number 5, how many officers are you reque	sting	3		
7	If you are requesting Police, will they need to direct traffic?		Ves	No	
8	Will alcohol be consumed, distributed, or sold at this event?		Yes	No	
9	Will food be distributed, prepared or sold at this event?		Yes	No	
10	Will there be canopies or tents?		Yes	No	
11	Will there be vendor booths? Merchandise or product sales?		Yes	No	
12	Are you planning to have inflatable attractions, games or rides?		Yes	No	
13	Will there be bleachers, stages, fencing or other structures?		Yes	No	

City of Mandeville 675 Lafitte Street Mandeville, LA 70448



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14	Do you plan to provide portable toilets? * See Guidelines*	Yes	No
15	Will there be security staff?	Yes	No
16	Are you planning to have amplified sound?	Yes	No
17	Will you need access to power or water? (please circle)	Yes	No
18	Will there be any signs, banners, decorations, or special lighting?	Yes	No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.

2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.

- 3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
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Signed By: Donna ten	ntier
Printed Name: Donna Jenkins	
Organization Represented: Crawfish Cooki	n' for a Cause
Office Held Primary Advisor	Date August 20, 2024
Please email completed applicat	ion to acasborne@cityofmandeville.com.
Thoroughly read the information	outlined in the Special Events Guidelines

and throughout this Application.

City of Mandeville 3090 E. Causeway Approach Mandeville, LA 70448

l



<u>www.cityofmandeville.com</u> Telephone: (985) 624-3127 or 624-3147 Fax: (985) 624-3128

	SPECIA	AL EVENTS DEPARTMENT US	EONLY
to event date.		nt organizer must be paid in a	dvance at least 30 days prior
Certificate of Insuran	ce? YES	NO	
	DEPARTM	ENTAL EXPENSES	INITIALS
Police Department			
Fire District #4			
Public Works			
TOTAL COSTS			
Recommendation of s 3 portice c (8 hours s * 1		nts Committee: 5. Street Closure 500 foral	- 10 am-lepm
Approved: Mayor Clay Madden	idd	уч 	<u>11-6-24</u> Date
City Council Approva	al		
Alcohol Permit:			
Yes	No	Date Approved:	
Waiver of Lakefront Fo	ood & Drink C	Ordinance:	4
Yes	No	Date Approved:	



MANDEVILLE POLICE DEPARTMENT

Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: 10 AM - 6 PM 2. Location of event: Mandal II & Kate Front Between Jackson 4Fey 3. Will the event take place on a public roadway? (YES) NO 4. Are you requesting public streets be blocked off? (YES) NO 5. Are you requesting that Police be present during the event? (YES) NO 6. Are you paying for a Police detail? (YES) NO 7. If you answered yes to number 6, how many officers? <u>S</u> 8. Name and contact number of Event official? Dont Jenting 985 966-5857

9. Will alcoholic beverages be present? YES NO 10. Expected number of people at event?

City of	Mandeville
3101 East Ca	useway Approach
Mandeville,	Louisiana 70448
985-624-3147	985-624-3149 Fax

10 - -

	SPECIAL EVENTS (3-DAY)	
	LIQUOR LICENSE APPLICATION	
1.	Liquor license to be issued to: Concerner of Concerner for G Causes 1.15	
2.	Legal name(s): Individual, Partners, or Corporation NONASSAR (COMMUNIA) Foundation	
3.	Apply for: Class "A"Class "B"/High ContentLow ContentRestaurant Business location address Mandeville Kake from Between Foyd Jackson	
4.	Business location address Mandeville hake front Between toy & Jack son	
	relephone ()	
5.	Mailing address 807 North Columbia Stract Counstin, LA 70482	
6.	Contact Person DON DA JERGERAL	
	Phone Number CT65 9 66 - 5887 E-Mail Address: DSWJ65 & gmail COM	
	Fax Number () Web Address	
7.	Type of organization:	
	□Individual □ Partnership □ Corporation Non-Profit □ LLP □ LLC □ Other	
0	He Come in TIC VID	

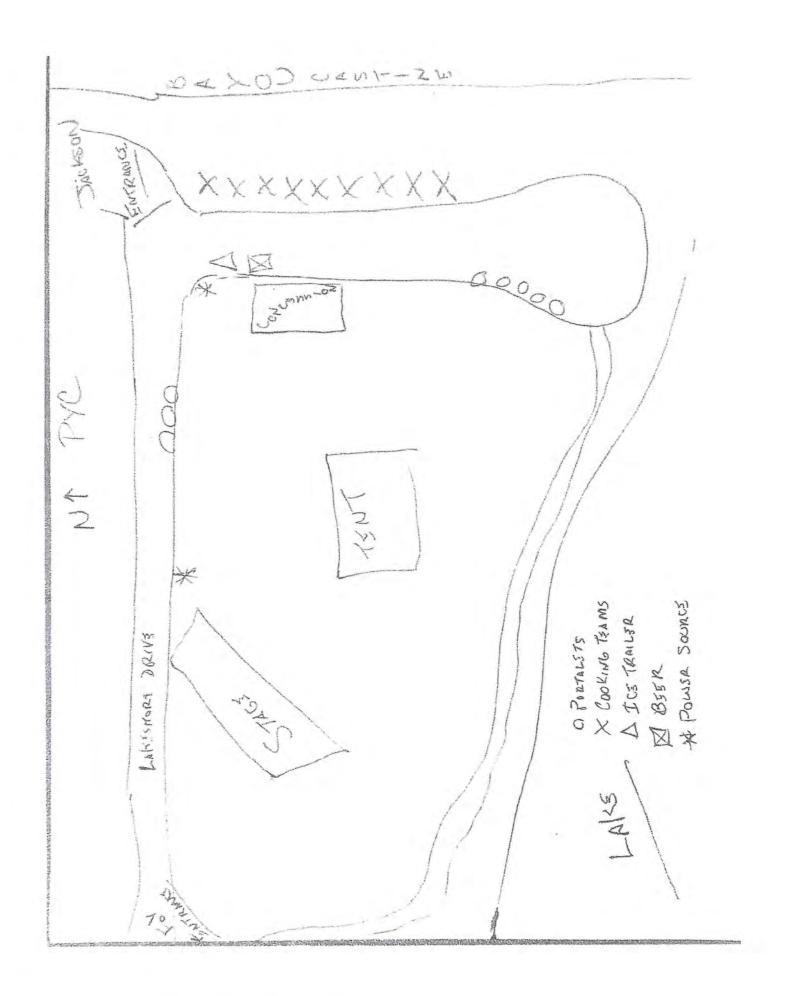
If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address δ. and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

Name	Tate	SSN	Se Owned
Resident Address	City State Zip	Home Phone N	anther
Name	Title	55N	S Owned
Resident Address	City State Zip	Home Phone No	unber
Name	Tule	SSN	% Owned
Residem Address	City State Zip	Home Phone Ne	mber

- 9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? _____ If yes, list.
- Trade name address Owner-s name Does applicant hold State or City of Mandeville liquor license for current year at any other License # 10. location] If yes: Name_
- Has applicant applied for state liquor license? <u>h</u> 11.
- Has the applicant ever been denied a state or local liquor license? 12.
- 12.
- Is premise located in an area where the sale of liquor is prohibited by local or state laws? 13.
- Is applicant the owner of the premises to be occupied? ____If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
- If premises leased, give name and address of lesser. 14.
- Describe the part of the building to be occupied by business: 15.
- 16. Open date for this location
- Describe in detail your business. i.e.: Type of sales, activity, or service you perform: 17.

An original approved <u>Sales Tax Clearance Certificate</u> must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).

I affirm that the information given on this application is true and corr	rect.
Signature of Applicant COMO Libring	_ Tide: PR: MOUNT ACLUSSON
Signature of Preparer DONME of ulin	Date Q . 210 2021
	())) () () () () () () () () () () ()



Winter on the Water

CITY OF MANDEVILLE

LIQUOR LICENSE PERMIT SPECIAL EVENT

ISSUED TO

CITY OF MANDEVILLE

FOR THE

WINTER ON THE WATER PARADE AND FESTIVAL -- DEC. 7, 2024



Douglas Schmidt, City Clerk

4000 fr 10. Date



INTEROFFICE MEMO

TO: Doug Schmidt Alia Casborne

FROM: Alicia Watts

DATE: September 27, 2024

SUBJECT: Special Events Application Approvals

All of the below events were grouped in globo on motion by Ms. Strong-Thompson and seconded by Ms McGuire, approved on motion by Mr Vogeltanz, second by Ms Strong-Thompson, approved by all

1.Amendment to the Approved Special Event Permit for the St. Tammany Fire District #4 -"Mandeville Fire/ EMS Firefighter Challenge" event to now be held on September 28, 2024, from 12:00pm

- 4:00pm. Location: Mandeville Harbor, Mandeville, La. (Councilwoman McGuire)

2. Approval of the Special Event Permit Application and Liquor License for City of

Mandeville – "Creole Culture Festival" event to be held on November 2, 2024, from 3:00pm – 9:00pm. Rain Date: N/A. Location: Mandeville Trailhead – 675 Lafitte Street, Mandeville, LA. Approval requests: permission to apply for ATC Permit, contingent upon ATC Permit (Councilwoman McGuire)

- 3. Approval of the Special Event Permit Application and Liquor License for Old Mandeville Business Association – "Sips of The Season" event to be held on December 6, 2024, from 5:00pm – 9:00pm. Rain Date: December 13, 2024. Location: Girod Street, Mandeville, LA. Approval requests: MPD Map & Detail Approval, and permission to apply for ATC Permit, contingent upon Certificate of Insurance, ATC Permit, MPD Map & Detail Approval, coordination of signage pickup, and coordination of dumpster location with Public Works (Councilwoman McGuire)
- 4. Approval of the Special Event Permit Application and Liquor License Application for City of Mandeville – "Winter on the Water Santa Parade & Festival" event to be held on December 7, 2024, from 4:00pm – 8:00pm. Rain Date: N/A. Location: Lakeshore Drive from Harbor to Trailhead, Mandeville, LA. Approval requests: permission to apply for ATC Permit, Food & Drink Ordinance lifted on the Lakefront, and MPD Map & Detail Approval, contingent upon ATC Permit, and MPD Map & Detail Approval (Councilwoman McGuire)
- 5. Approval of the Special Event Permit Application for Old Mandeville Business Association "Christmas Past Festival" event to be held on December 14, 2024, from 10:00am 4:00pm. Rain Date: N/A. Location: Girod Street, Mandeville, LA. Approval requests: MPD Map & Detail Approval,



Mayor	Clay	Madden
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	SPECIAL EVENT PERMIT APPLICATION		
ame d	of Organization or Group_City of Mandeville of Authorized Representative <u>Alia Casborné</u> Non-Profit/Tax Address675 Lafitte Street	<-Exempt # _	
ity <u>N</u> pplica	Andeville	-630-0440	
ate(s vent	of Event: <u>Winter on the Water (WOW) Santa Parade & Festival</u> b) of Event: Day <u>Saturday</u> <u>Date 12/07/24</u> Time <u>4:00p - 8:00p</u> Rain Location: <u>Lakeshore Drive from Harbor to Trailhead (See attached m</u> New <u>X</u> Recurring of Event: Fundraiser Concert Race/Run/Walk Par	ap)	
escri	Festival, Carnival or Market Other: ption/Purpose of Event Parade and festival at the Trailhead Estimated / T DETAILS - Check all that apply:		
escri	Festival, Carnival or Market Other:Other:Other:		
escri	Festival, Carnival or Market Other: ption/Purpose of Event <u>Parade and festival at the Trailhead</u> Estimated / T DETAILS - Check all that apply:	Attendance_	1000+
vescrij VEN1	Festival, Carnival or Market Other: ption/Purpose of Event <u>Parade and festival at the Trailhead</u> Estimated / T DETAILS - Check all that apply: Are patron admission, entry or participant fees charged?	Attendance_	1000+ × No
vescrij VEN1	Festival, Carnival or Market Other: ption/Purpose of Event Parade and festival at the Trailhead Estimated A T DETAILS - Check all that apply: Are patron admission, entry or participant fees charged? Is the event open to the public?	Attendance_ Yes X Yes 	1000+ × No o No
vescrij VENT 1 2 5	Festival, Carnival or Market Other: ption/Purpose of Event Parade and festival at the Trailhead Estimated / T DETAILS - Check all that apply: Are patron admission, entry or participant fees charged? Is the event open to the public? Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	Attendance_ ○ Yes & Yes & Yes & Yes	1000+ × No 0 No 0 No
VENT	Festival, Carnival or Market Other: ption/Purpose of Event Parade and festival at the Trailhead Estimated / T DETAILS - Check all that apply: Are patron admission, entry or participant fees charged? Is the event open to the public? Are Street Closures Requested? If yes, please contact Mandeville Police Dept. Will alcohol be consumed, distributed, or sold at this event?	Attendance_ O Yes & Yes & Yes & Yes	1000+ X No 0 No 0 No 1 No
escri VEN1 1 2 5 6 7	Festival, Carnival or Market Other: ption/Purpose of Event Parade and festival at the Trailhead Estimated / T DETAILS - Check all that apply: Are patron admission, entry or participant fees charged? Is the event open to the public? Are Street Closures Requested? If yes, please contact Mandeville Police Dept. Will alcohol be consumed, distributed, or sold at this event? Will food be distributed, prepared or sold at this event?	Attendance_ O Yes M Yes M Yes V Yes O Yes O Yes	1000+ X No O No O No i No X No X No
vescri VEN 1 2 5 6 7 8	Festival, Carnival or Market Other: ption/Purpose of Event Parade and festival at the Trailhead Estimated / T DETAILS - Check all that apply: Are patron admission, entry or participant fees charged? Is the event open to the public? Are Street Closures Requested? If yes, please contact Mandeville Police Dept. Will alcohol be consumed, distributed, or sold at this event? Will food be distributed, prepared or sold at this event? Will there be canopies or tents?	Attendance_ O Yes X Yes X Yes V Yes O Yes O Yes O Yes O Yes	1000+ X No O No O No I No X No X No X No

Please thoroughly read the details outlined in this application and in the Special Events Guidelines.



12	Do you plan to provide portable toilets? * See Guidelines*	o Yes	🖌 No
13	Will there be security staff?	tes	o No
14	Are you planning to have amplified sound?	XYes	o No
15	Will you need access to power or water? (please circle)	🕅 Yes	o No
16	Will there be any signs, banners, decorations, or special lighting?	o Yes	ð∕ No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.

2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.

- 3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
- 4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. Please indicate if you have obtained the required liability insurance for this event. If so, is a copy included with this application? ___YES ___ NO

The insurance certificate must be delivered to the City Clerk at least thirty (30) days prior to the event.

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions and with applicable laws and ordinances. The event organizer or other representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has completed this application. He/She has read the Special Events Application and Guidelines, and agrees to comply with the requirements and guidelines as stated under penalty of fines set forth by ordinance.

Signature	
Printed Name Alia Casborné	
Organization City of Mandeville	
Title of Office Director, Cultural Development & Events	Date10/23/2023

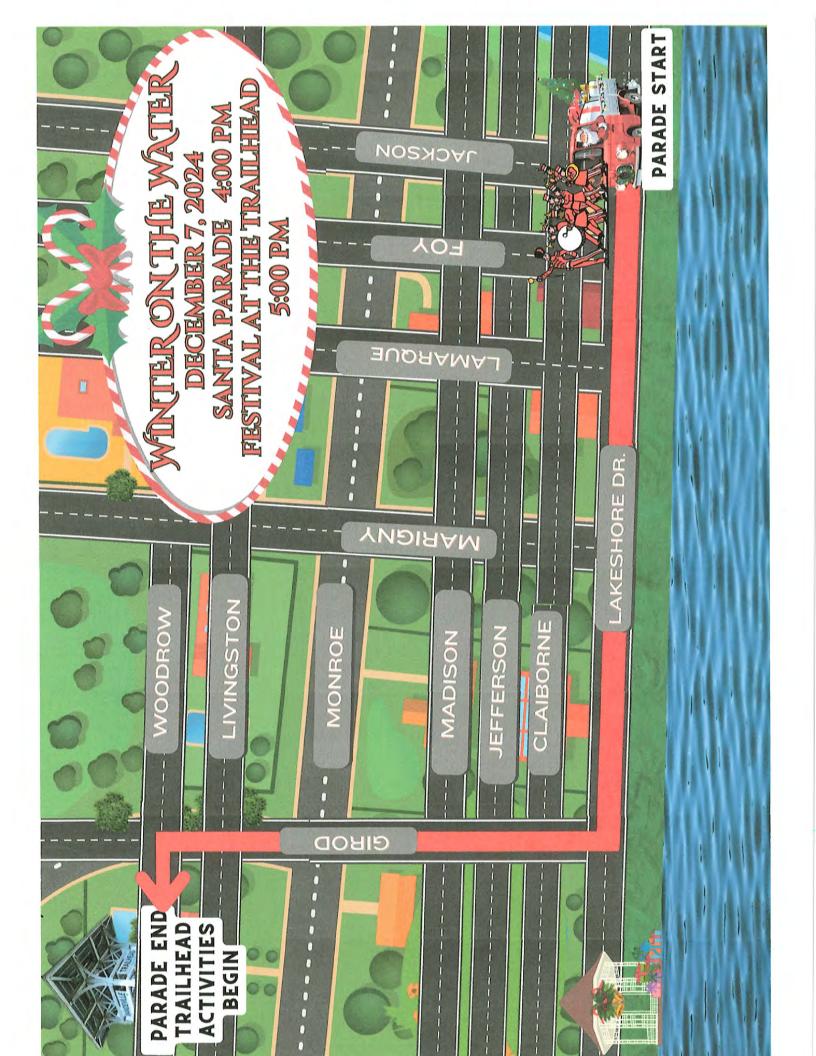


SPECIAL EVENTS DEPARTMENT USE ONLY				
Any expenses required of the eve to event date.	ent organizer must be paid in a	dvance at least 30 days prior		
Fee received Date				
Certificate of Insurance? YES	NO On	hip		
DEPARTM	IENTAL EXPENSES	INITIALS		
Police Department	3D			
Fire District #4	30			
Public Works				
TOTAL COSTS				
	& Trailmad			
Approved: L. Cleffull Mayor Clay Madden		8 22 24 Date		
City Council Approval				
Alcohol Permit:				
YesNo	Date Approved:			
Waiver of Lakefront Food & Drink C	Ordinance:			
YesNo	Date Approved:			

City of Mandeville 3101 East Causeway Approach Mandeville, Louisiana 70448 985-624-3147 985-624-3149 Fax

SPECIAL EVENTS (3-DAY) LIQUOR LICENSE APPLICATION

2	T farmer linear to be from	A. HI OF K	anclauth	L						
1.	Liquor license to be issu		Juniapau	bi						
2.		and the second								
3. 4.	Apply for: Class "A" Class "B" / High Content Low Content /Restaurant Business location address									
	Telephone (185	(124-3147								
5.	Mailing address	ome	p-							
6.	Contact Person	and the second second								
	Phone Number	cdy of mandeulk. cm								
	Fax Number (
7.	Type of organization:									
0	□Individual □ Partne (If individual complete line A only)				Mun.cypanty					
8.		LP, or Partnership, supply name	그렇게 잘 가지 않는 것 같은 것이 없는 것 같아.							
	and telephone # of all of									
	The list of names below	should each furnish a notarized	Schedule "A".							
Α.	Name	Tida	85N	% Owned						
	.valie		0.014	in cruned						
	Resident Address	City State Zip	Home Phone Nur	mber						
в.	Name	Title	SSN	% Owned						
	Resident Address	City State Zip	Home Phone Nut	mber						
	/									
C.	Name	Title	SSN	% Owned						
	Resident Address	City State Zip	Home Phone Nu	mber						
9.	Is this application by a n regularly and continuous	ew owner to take over an existing to the present time?	ng business that has t _ If yes, list.	been selling liquor						
10		er-s name address		ensa H						
10.	location?	e or City of Mandeville liquor 1	ation: <u>N/A</u>	ar at any other						
11.	Has applicant applied for	r state liquor license?								
12.	Has the applicant ever b	een denied a state or local liquo	r license?							
12.	Is premise located in an	area where the sale of liquor is	prohibited by local or	r state laws? 👱						
13.		Is applicant the owner of the premises to be occupied? $\underline{\checkmark}$ If no, does applicant hold a								
		(Supply copy of lease with								
14.	If premises leased, give	name and address of lesser.	Aitun	ment any	zerty					
15. 16.	Describe the part of the building to be occupied by business: City ouncd Property Open date for this location									
17.		ousiness. i.e.: Type of sales, act	ivity, or service you	perform:						
• (•	Deserree in detail your t	domeoor new type or outes, ue.		perioni						
An o requ	riginal approved <u>Sales T</u> ested from the St. Tamm	ax <u>Clearance Certificate</u> must any Parish Sales Tax Departm	be attached to the a ient (form attached)	application,						
		en on this application is true an		and the second	-					
Signa	ature of Applicant	lia aspon	Title:	nretor						
0.01										
Signa	ature of Preparer		Date							



Ord 24-37

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

•

ORDINANCE NO. 24-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NO. 24-23, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2024-2025, Ordinance Number 24-23, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2024-2023 City of Mandeville Capital Budget; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2024-2025, Ordinance Number 24-23, is hereby amended to include the budget amendments as set forth on the attached Exhibit A – FY 2025 Budget Amendment #2, incorporated as a part hereof, and be adopted for the 2024-2025 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2024-2025 Capital Budget adopted shall remain in full force and effect.

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 October, 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman FY 2025 Budget Amendment #2 Exhibit A

			Project			
		Current Budget	Change	Revised Budget	Project Name	Number
General Fund						
Expenditures						
10100-88000	Capital Outlay	8,375,000	2,860,000	11,235,000	New Park Design	100.25.001

Ord 24-39

THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER STRONG-THOMPSON.

ORDINANCE NO. 24-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NO. 24-23, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2024-2025, Ordinance Number 24-23, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2024-2023 City of Mandeville Capital Budget; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2024-2025, Ordinance Number 24-23, is hereby amended to include the budget amendments as set forth on the attached Exhibit A – FY 2025 Budget Amendment #4, incorporated as a part hereof, and be adopted for the 2024-2025 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2024-2025 Capital Budget adopted shall remain in full force and effect.

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

AYES: NAYS: ABSTENTIONS: ABSENT:

and the Ordinance was declared adopted this day of October, 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply Application No: CONSTRUCTION ESTIMATI9.17.24Distribution toPeriod To: PRELIMINARYOwnerContract for: Harbor PavillionArchitectContract Date: TBDContractorProject Nos: TBDFieldProject Budget: \$ 265K per Scope SheetOther

Α	В	С	D	E	F	G	Н		J
			WORK CON		MATERIALS	TOTAL			
TENA			FRO		PRESENTLY	COMPLETED	BALANCE TO	RETAINAGE	PERCENTAGE
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	IN D OR E	AND STORED	FINISH		COMPLETE
NO		VALUE	AFFEICATION	FLRIOD	IN D OK L	(D+E+F)			
	Division 1: General Conditions								
	Bond	\$2,500.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	GL & WC Insurances	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Premium Maritime Insurance	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Supervision	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Testing Lab	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Permits & Inspections	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	General Conditions (contingency)	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Dumpsters	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Portable Toilet	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Weekly Clean Up	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Final Cleanup	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Tool Rental & Scaffolding	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 2: Sitework								
	Selective Demolition	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Temp. Site Fencing	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Powerwashing of Pavillion	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Site Drainage Structures & Grating	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Piling Cap / Covers - \$25 ea.	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Wood Cap at Bulkhead	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Crosswalk and Restriping	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Landscaping & Grounds Restoration	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	New Site Lighting - Existing Poles (9)	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Site Signage - Panel Signs	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 3: Concrete								
	New Concrete Roadway and Curbs	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Concrete Repairs & Restoration	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Special Steel Reinforcement @ Pins	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Striping, ADA Tactiles & Wheelstops	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Concrete Expansion Joint Replacement	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Concrete Sidewalk & Curb Modifications	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 4: Masonry								
	Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
•									

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply Application No: CONSTRUCTION ESTIMATI9.17.24Distribution toPeriod To: PRELIMINARYOwnerContract for: Harbor PavillionArchitectContract Date: TBDContractorProject Nos: TBDFieldProject Budget: \$ 265K per Scope SheetOther

Α	В	С	D	E	F	G	Н		J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CON FRO PREVIOUS APPLICATION		MATERIALS PRESENTLY STORED (NOT IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH	RETAINAGE	PERCENTAGE COMPLETE
-						(0, 2, 1, 1)			
	Division 5: Metals New Steel Guardrails New & Replaced Steel Fasteners Misc. Steel Components	\$32,000.00 \$10,000.00 \$4,800.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00%
	Division 6: Woods & Plastics Composite Guardrail and X-Braces Wood Trim at Column Bases Framing and Trim at Electrical Closet	\$12,000.00 \$2,200.00 \$3,500.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00%
	Division 7: Thermal & Moisture Prote Roofing at Elec. Closet	ection \$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 8: Doors & Windows Electrical Closet Doors	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 9: Finishes Paint Vaulted Soffits & Overhangs Paint Guardrails, Columns High Performance Coatings on Steel Penetrating Sealer on Concrete Floor	\$12,000.00 \$8,000.00 \$10,500.00 \$3,000.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00% 0.00%
	Division 10: Specialties Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 11: Equipment Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 12: Furnishings Replace Site Benches - 6 @ 1,500 ea. New Trash Cans New Bike Rack	\$9,000.00 \$2,000.00 \$1,200.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00%
	Division 13: Special Construction Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply Application No: CONSTRUCTION ESTIMATI9.17.24Distribution toPeriod To: PRELIMINARYOwnerContract for: Harbor PavillionArchitectContract Date: TBDContractorProject Nos: TBDFieldProject Budget: \$ 265K per Scope SheetOther

Α	В	С	D	E	F	G	Н		J
			WORK COM FRO		MATERIALS PRESENTLY	TOTAL COMPLETED	BALANCE TO	RETAINAGE	PERCENTAGE
ITEM	DESCRIPTION OF WORK	SCHEDULED	PREVIOUS	THIS		AND STORED	FINISH		COMPLETE
NO		VALUE	APPLICATION	PERIOD	IN D OR E	TO DATE			
						(D+E+F)			
	Division 14: Conveying Equipment								
	Not used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Not used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Φ0.00	\$0.00	0.0070
	Division 15: Mechanical								
	Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0070
	Division 16: Electrical								
	Site Electrical & Elec. Demolition	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Repair Elec. Boat Pedestals	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Pavillion Lighting Replacement	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 17: Communications								
	Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Division 18: Electronic Safety and Sec	curity							
	Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Overhead & Profit (10%)	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
								ļ	
	Total Estimate	\$429,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

2025 Council Schedule

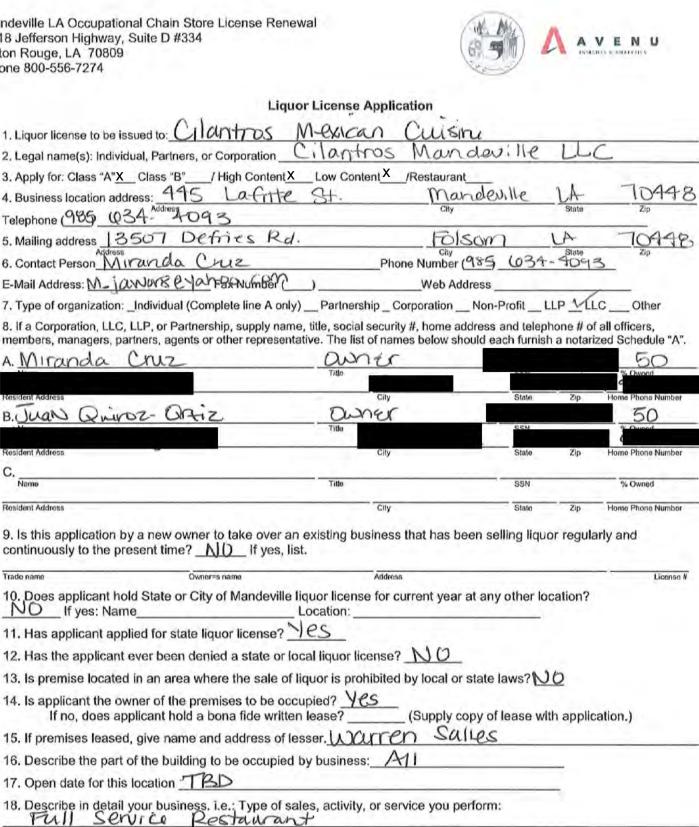
2025 Council Dates

January-9,23

- February-13, 27
- March-13, 27
- April- 10, 24
- May- 8,22
- June- 12, 26
- July- 10, 24
- August- 14, 28
- September-11, 25
- October-9,23
- November-20
- December-18

Cilantros Mexican Cuisine

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



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

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

Signature of Applicant Manufally	TitleOwner	_
Signature of Preparer	Date	

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



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

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

1. Trade Name of Busine	ss Cilanto	5 M-exicar	Cuisino		
2. What is your name?	AA. A			-	
3. Residence address?		and the second			
4. Date of Birth		Place of Birth			Sinte Zip
5. Se	Race	Driver License#		Sta	te
6. Are you a citizen of the	United States and I	he State of Louisiana	and over 21 years of	age? Ves	
7. Have you resided in th date of filing this applicat	e State of Louisiana				preceding the
8. Have you been convic country?	ted of a felony under	the laws of the United	l States, the State of I	∟ouisiana or any (other state or
9. Have you been convic prostitution, pandering, le place or illegal dealing in	etting premises for pr				
10. Have you been convi the United States within t	cted or had judgmen live (5) years prior to	t against you involving the date of this applic	alcoholic beverages ation? NO	by this state or a	ny other state or
11. Have you had a certil or state suspended or re-		n to dispense alcohol	c beverages issued b	y any other parisl	n, municipality
12. If married is husband	or wife eligible for lic	cense?			
13. Have you or your spo If so, list the following: 지 <u>chrOs M-온자cam Oeut</u> Trade Name	Store 32110. Cu) Address	umbia st.	Restaurant Kind of Business		16384_50 %Owned
14. Have you ever used					
Miranda Ja Name	wor	Marde	<u>n</u>		Date
AFFIDAVIT I swear (or affirm), that I are true and correct to th and I further swear (or af required for the operation in an application or Sche Subscribed and sworn to	e best of my knowled firm) that I have no in n of the above caption dule AA@ affidavit is	dge, that I meet the qu tterest in any establish ned business. It is und	alifications and condition to the second sec	the answers whic tions set out in LA or License other th	th I have given A.R.S. 26:279; han the type pression of fact
11		mi	andola		
Notary Public		Signature	of Applicant	>	-

Andeville, LA Occupational License License Application Schedule A 1618 Jefferson Highway, Suite D #334 Jaton Rouge, LA 70809 Phone 800-556-7274



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

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

0.		
	ntros Mexican Chisin	
2. What is your name?	Quiroz - Ortiz	
3. Residence address?		Sinto Zio
4. Date of Birth _	Place of Birth_	ourea, with
5. Sex Race	Driver License#	State
6. Are you a cilizen of the United St	ates and the State of Louisiana and over 21 year	s of age? Ves
7. Have you resided in the State of date of filing this application?	Louisiana continuously for a period of not less the 2	in two (2) years next preceding the
8. Have you been convicted of a fel country?	ony under the laws of the United States, the State	e of Louisiana or any other state or
	or any other state or by the United States or any or ises for prostitution, contributing to the delinquence NO	
	d judgment against you involving alcoholic bevera	ges by this state or any other state or
11. Have you had a certification of or state suspended or revoked?	qualification to dispense alcoholic beverages issue	ed by any other parish, municipality
12. If married is husband or wife eli	gible for license?	
If so, list the following: Nartros Merican Cusine Trade Name Ad	terest in an establishment holding a current liquo 321 N. Columbuu St. <u>Restaurau</u> dress Kind of Busine name than the one given herein? <u>NO</u>	NT AR- 92.0000/ 10384-BL
Name	Placed Used	Date
are true and correct to the best of n and I further swear (or affirm) that I required for the operation of the ab- in an application or Schedule AA@	each of the questions in this Schedule AA@ and ny knowledge, that I meet the qualifications and on have no interest in any establishment holding a L ove captioned business. It is understood that any affidavit is a ground for denial of a license.	onditions set out in LA R.S. 26:279; iquor License other than the type
A		
Notary Public	Signature of Applicant	
an effort to obtain payment. Avanuia not responsible for a www.avanuinsiphis.com- ROB	returned term received by Avenu due to insufficient funds will be electronically re; sy additions? bank fact that accure due to the resubmission of the returned iter ERT J. RAXTIR, JR Notary Public tarcol Louisiania Tammany Partsh Ig (ury ID # 363.02 commission is 155 110	

ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

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

9/4/2024, 9/11/2024

Mattinisha Singleton, Public Notices Representative

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

11 Sep 2024

Serita Walker,

Notary Public ID#151005

State of Louisiana

My Commission Expires: Indefinite

SERITA WALKER NOTARY PUBLIC ID NO. 151005 My Commission is for Life Parish Of Orleans. State Of L?

> Miranda Cruz
 CILANTROS MEXICAN CUISINE
 321 N Columbia St.
 Covington, LA 70433

Ad No: 104004

PUBLIC NOTICE Cilantros Mandeville LLC is applying to the Office of Alcohol & Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of St Tammany at the following address: 445 Lafitte St. Mandeville La 70448 Cilantros Mexican Cuisine Members: Miranda Cruz 104004OCT4-11-2T

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2022 Roadway and Drainage



November 11, 2024

City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448 Attn: City Council Members

Re: 2022 Roadway & Drainage Maintenance Contract City Project No. 700.22.003 Task Order #4 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 4 of the 2022 Roadway & Drainage Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

John P. Ritchie, Jr. Project Administrator

Enclosure: Creek Construction, LLC Certificate of Substantial Completion

SECTION 00625 Certificate of Substantial Completion

Project: 2022 Roadway & Drainage Maintenance ContractOwner: City of MandevilleOwner's Contract No.: 700.22.003Contractor: Creek Construction, LLCEngineer's Project No.: 576-2003.01

This definitive Certificate of Substantial Completion applies to:

□ All Work under the Contract Documents:

 \boxtimes The following specified portions of the Work:

Task Order 4

August 8, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be allinclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

□ Amended Responsibilities

 \boxtimes Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Punch List:

All Punch List items pertaining to Task Order 4 have been completed throughout the task order. This includes drainage improvements in the Fontainebleau subdivision, Old Golden Shores subdivision, and Woodstone pond, in addition to other miscellaneous drainage repairs, pavement restoration, sodding, and ditching work.

2022 Striping Maintenance



November 11, 2024

City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448 Attn: City Council Members

Re: 2022 Striping Maintenance Contract City Project No. 700.22.002 Task Order #4 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 4 of the 2022 Striping Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

John Ritchie Project Administrator

Enclosure: Pavement Markings, LLC Certificate of Substantial Completion

SECTION 00625 Certificate of Substantial Completion

Project: 2022 Striping Maintenance ContractOwner: City of MandevilleOwner's Project No.: 700.22.002Contractor: Pavement Markings, LLCEngineer's Project No.: 576-2003.04

This definitive Certificate of Substantial Completion applies to:

 \Box All Work under the Contract Documents: \Box The following specified portions of the Work:

Task Order 4 - Lakeshore Dr. Roadway Striping and Markers

October 24, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be allinclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

□ Amended Responsibilities

 \boxtimes Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Punch List:

All Punch List items pertaining to Task Order 4 were completed throughout the task order.

Ord 24-40

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

ORDINANCE NO. 24-40

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING SECTIONS 17-15. 17-77 OF CHAPTER 17, AND DIVISIONS 17 AND 19 OF APPENDIX C (FEES AND FINES) OF THE CITY OF MANDEVILLE CODE OF ORDINANCES AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of Mandeville approved and codified Chapter 17 of the City of Mandeville Code of Ordinances for the use and regulation of authorized uses of City Water and Sewer;

WHEREAS, The Water Sector Commission approved a Grant from the Water Sector Fund for a City of Mandeville Water System Project to be administered by the Louisiana Division of Administration; and,

WHEREAS, A cooperative endeavor agreement between the City of Mandeville and the Louisiana Division of Administration was executed by the City of Mandeville, which obligated the Louisiana Division of Administration to perform a Water and Wastewater Utility Rate Study for the City of Mandeville before the grant funds would be released for the City of Mandeville Water System Project; and

WHEREAS, The Louisiana Division of Administration contracted Manchac Consulting Group to prepare the Water and Wastewater Utility Rate Study for the City of Mandeville; and

WHEREAS, Manchac Consulting Group completed the Water and Wastewater Utility Rate Study dated October 2023 for the Louisiana Division of Administration and presented to the City of Mandeville Staff and City Council for acceptance, which the City Council accepted on November 16, 2023;

WHEREAS, the City Council authorized the City to further engage the professional services of Manchac Consulting Group to provide rate model support to the City; specifically, for the purpose of examining the impacts of creating a water demand charge that is based on meter size, examining adding additional tiers to the water volume rate, and developing a wastewater volume rate based on planned changes in the way the City bills wastewater;

WHEREAS, the rate model proposed after the Water and Wastewater Utility Rate Study for the City identified numerous changes to Chapter 17 of the Code of Ordinances that are needed to support the City with a rate model structure that accurately reflects the usage of the municipal water and sewer system by each customer; and WHEREAS, the City Council desires to amend Chapter 17 and Appendix C (fee schedule) of the Code of Ordinances to address the incorporate the recommendations of the Water and Wastewater Utility Rate Study, including but not limited to section 17-15, section 17-77 as amended, the changes to which are illustrated in Exhibit "A";

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Section 17-15 of City of Mandeville Code of Ordinances be amended to read:

Sec. 17-15- Monthly municipal water and sewer system charges; calculation and levy thereof; collection of overdue charges.

- (a) *Monthly water user charges.* The City of Mandeville shall levy, bill and collect from residential, commercial, irrigation and other customers a monthly water charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. This charge shall be comprised of a monthly minimum charge, which shall include the first 3,000 gallons of use and be based on the meter size providing water service to the customer. This charge shall also be comprised of a volume component.
- (b) Monthly sewer use charges. The City of Mandeville shall levy, bill and collect from residential and commercial customers a monthly sewerage charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. This charge shall be comprised of a monthly minimum charge, which shall include the first 3,000 gallons of use. This charge shall also be comprised of a volume component. The volume component will be calculated as the actual monthly water usage billed minus 3,000 gallons time the applicable volume rate shown in division 17 of appendix C of the City of Mandeville Code of Ordinances.
 - a. In the event that a customer does not receive water service from the City of Mandeville, the same methodology as outlined above will be used with residential customer be billed for 4,000 gallons of wastewater use and commercial customer being billed for 18,000 gallons of wastewater use.
- (c) Overdue 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. Overdue charges will be offset from the individual income tax refund of the consumer. Should payment be collected through the Offset Claims Program, the fee as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances 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.

NOW, THEREFORE, BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville, that Section 17-77 of City of Mandeville Code of Ordinances be amended to read:

Sec. 17-77. High Strength Wastewater User charges.

(a) Subcharge for excessive pollutant concentrations.

(1) Determination of excessive pollutant concentrations. The superintendent of sewers will be responsible for determining which users have sewage with excessive pollutant concentrations. Users who have effluent that exceeds normal loading are responsible for self-monitoring. The superintendent will determine the users who are liable for surcharges either by individual testing or by using industry standards. If a user disputes his surcharge the burden of proof will be upon the user to show that his effluent meets normal loading characteristics.

(2) Conventional pollutants. In the event that conventional pollutant concentrations from a user exceed the normal range of strength of normal wastewater, a surcharge shall be levied. The use of such a surcharge would be necessary if a user discharging a wastewater has a higher range of strength, is located within the city and desires to have wastewater treatment service. The surcharge would be by the following formula:

 $Cs = (Bc(b) + Sc(S)) \times Vu$

Where Cs = Surcharge for sewage of excessive strength.

Bc = O and M cost for treatment of a unit of BOD.

b = Concentration of BOD from a user above a base level of 220 mg/l.

Sc = O and M cost for treatment of a unit of suspended solids (SS).

S = Concentration of SS from a user above a base level of 220 mg/l.

Vu = Volume concentration from a user per unit of time.

(3) *Nonconventional pollutants.* In the event that objectional pollutants or other nonconventional pollutants are discharged into the system and cause an increase in the cost of managing the effluent or sludge of the treatment works, the city shall take action to determine such cost and levy a surcharge to that user.

NOW, THEREFORE, BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville, that Appendix C, Fees and Fines of City of Mandeville Code of Ordinances be amended to read:

DIVISION 17

WATER 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:

³ / ₄ " meter	\$150.00	1" meter	\$200.00
1 ½" meter	\$500.00	2" meter	\$700.00
Greater than 2" meter	Actual cost from vendor		

Sec. 17-13. Charge for turning on water.

After the first turning on of the water to any consumer, a charge of fifty dollars (\$50.00) 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 s	service charges; colle	ction of overdue charges.

<u>Demand Charge</u>

Meter Size	Monthly Charge
5/8" or 3/4"	\$10.40
1"	\$17.37
1 1/2"	\$34.63
2"	\$55.43
3"	\$104.00
4"	\$173.37
6"	\$346.63

8"	\$554.63

Volume Charge

Gallons	Residential
First 3000 gallons	\$0.00 (Included in demand charge above)
3,001 to	\$1.14 per
10,000 gallons	1,000 gallons
10,001 to	\$1.71 per 1000
25,000 gallons	gallons
25,001 to	\$2.57 per 1000
50,000 gallons	gallons
All over	\$5.13 per 1000
50,000 gallons	gallons

Gallons	Commercial
First 3000 gallons	\$0.00 (Included in demand charge above)
All over 3,000 gallons	\$2.37 per 1,000 gallons

Gallons	Irrigation
First 3000 gallons	\$0.00 (Included in demand charge above)

All over 3,000	\$3.85 per
gallons	1,000 gallons

A late fee of twenty-five dollars (\$25.00) will be charged to the customer, 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.

Gallons	Residential	Commercial
First 3000 gallons	\$12.00	\$20.00
All over 3,000 gallons	\$3.25 per 1000 gallons	\$4.06 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. 17-29. 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 19

PLANNING AND DEVELOPMNT (COMPREHENSIVE LAND USE REGULATION ORDINANCE)

5.2.5.5 Water and Sewer Connection Fees

1. Water Connection Fees:

³ /4" tap	\$600.00
1" tap	\$800.00
1/5" tap	\$1,000.00
2" tap	\$1200.00
Contractor's deposit	Same as meter deposit and based on required meter size
Water connection inspection fee	\$50.00

2. Sewer Connection Fees:

4" tap	\$1,000.00
6" tap	\$1,200.00
Sewer connection inspection fee	\$50.00

3. *Reduction of Fee*: The City may reduce the normal connection fee charged by the City from \$1,000 to \$500 for residences mention in section 17-29 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.

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

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

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

AYES: NAYS: ABSTENTIONS: ABSENT:

and the Ordinance was declared adopted this day of , 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

-Sec. 17-15. Monthly municipal <u>water and</u> sewer system charges; calculation and levy thereof; collection of overdue charges.

- (a) Analysis. Prior to the 30th day of September of each year the mayor, or his designate, shall present to the councilmen an analysis of the sewerage collection and treatment enterprise of municipal government which analysis shall include at a minimum, the following information:
 - (1) The total number of residential and nonresidential users connected to the system as of August 1 of the calendar year in question;
 - (2) An estimate of all revenue which will be required during the next calendar year to retire on schedule all indebtedness of the city, bonded or otherwise, incurred in the construction, upkeep, repair or extension of the city's sewerage collection and treatment system;
 - (3) An estimate of all revenue which will be required during the next calendar year for the routine maintenance and upkeep of the city's sewerage collection and treatment system;
 - (4) An estimate of all revenue which will be required in the next calendar year for emergency or nonroutine maintenance and upkeep of the city's sewerage collection and treatment system;
 - (5) An estimate of all revenue which will be required in the next calendar year for any additional labor or material costs, not otherwise expressed in any other cost estimate, for the maintenance and upkeep of the city's sewerage collection and treatment system;
 - (6) An estimate of all revenues, other than sewer user charges, which will be received by the city during the next calendar year and which, on receipt, are legally dedicated to the defrayal of any or all of the expenses set forth in subsection (2), (3), (4) or (5), above;
 - (7) The excess or deficit of estimated revenue from subsection (6) as compared to total estimated expenditures from subsections (2), (3), (4) and (5), above.

Within forty-five (45) days of its receipt of the above report, the councilmen shall conduct a public hearing on the matters set forth in the report and shall, by resolution modify or accept the estimates set forth in the report.

Nothing shall prohibit the matters required herein from being conducted in conjunction with the city's annual budget adoption process.

- (a) Monthly water user charges. The City of Mandeville shall levy, bill and collect from residential, commercial, irrigation and other customers a monthly water charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. This charge shall be comprised of a monthly minimum charge, which shall include the first 3,000 gallons of use and be based on the meter size providing water service to the customer. This charge shall also be comprised of a volume component.
- (bb) <u>Minimum-Mmonthly sewer user charges</u>. The City of Mandeville shall levy, bill and collect from residential and commercial customers a monthly sewerage charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. <u>This charge shall be comprised of a monthly minimum charge, which shall</u> include the first 3,000 gallons of use. <u>This charge shall also be comprised of a volume component</u>. <u>The</u> volume component will be calculated as the actual monthly water usage billed minus 3,000 gallons time the applicable volume rate shown in division 17 of appendix C of the City of Mandeville Code of Ordinances.

In the event that a customer does not receive water service from the City of Mandeville, the same methodology as outlined above will be used with residential customer be billed for 4,000 gallons of wastewater use and commercial customer being billed for 18,000 gallons of wastewater use.

(c) Additional monthly sewer user charges:

- (1) Residential water and sewer customers. In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from residential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during each of the months of November through April of the twelve month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the months of November through April of the twelve-month period preceding the levy less six thousand (6,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.
- (2) Nonresidential water and sewer customers. In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from nonresidential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during each of the months of November through April of the twelve month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the months of November through April of the twelve-month period preceding the levy less fifteen thousand (15,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.
- (3) Other residential sewer customers. In addition to the minimum sewer user charges set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, baffled and collected in each calendar year from all residential customers who do not meet the criteria set forth in subsection (c)(1) of this section, which additional sewer user charge shall be based upon the mean average monthly water consumption from the entire municipal water system by residential customers as evidenced by meter readings made in the months of November through April of the twelve-month period preceding such levy, divided by the number of residential connections to the municipal water system existing on the first day of June of the year preceding the levy, all less six thousand (6,000) gallons per month, and the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.
- (4) Other nonresidential sewer customers. In addition to the minimum sewer user charges set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from all nonresidential customers who do not meet the criteria set forth in subsection (c)(2) of this section, which additional sewer user charge shall be based upon the mean average monthly water consumption from the entire municipal water system by nonresidential customers as evidenced by meter readings made in the months of November through April of the twelve-month period preceding such levy, divided by the number of nonresidential connections to the municipal water system existing on the first day of June of the year preceding the levy, all less fifteen thousand (15,000) gallons, and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.
- (5) New residential or nonresidential sewer customers. The City of Mandeville shall levy, bill and collect from residential customers a monthly sewerage charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances.
 - a. Residential water and sewer customers. In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from residential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during the

four-month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the four-month period preceding the levy less six thousand (6,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.

- b. Nonresidential water and sewer customers. In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from nonresidential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during the four-month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the four-month period preceding the levy less fifteen thousand (15,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.
- (d) Calculation of additional sewer charges. For purposes of this subsection, the following terms and symbols shall have the meaning ascribed below, as follows:
 - W = The mean average amount of water, expressed in gallons, consumed monthly from the municipal water system as evidenced by water readings made during the months of November through April of any applicable twelve month period.
 - Wr = The mean average amount of water, expressed in gallons, consumed monthly for residential purposes from the municipal water system as evidenced by water meter readings made during the months of November through April of any applicable twelve-month period, less six thousand (6,000) gallons of water.
 - Wc = The mean average amount of water, expressed in gallons, consumed monthly for nonresidential purposes from the municipal water system as evidenced by water meter readings made during the months of November through April of any applicable twelve-month period, less than fifteen thousand (15,000) gallons of water.
 - Ur = The mean average amount of water, expressed in gallons, consumed by each residential customer of the municipal water system as evidenced by water meter readings made at such customer's residential premises during the months of November through April of any applicable twelve-month period, less six thousand (6,000) gallons of water.
 - Uc = The mean average amount of water, expressed in gallons, consumed by each nonresidential customer of the municipal water system as evidenced by water meter readings made at such customer's nonresidential premises during the months of November through April of any applicable twelve-month period, less fifteen thousand (15,000) gallons of water.
 - Br = The total number of residential connections to the municipal water system existing on the first day of June of any applicable year multiplied by eight dollars (\$8.00).
 - Bc = The total number of nonresidential connections to the municipal water system existing on the first day of June of any applicable year multiplied by twenty dollars (\$20.00).
 - D = The deficit for any applicable year as expressed in accordance with subsection (a)(7) of this section.
 - (1) Residential water and sewer customers. The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(1) of this section shall be computed in accordance with the following formula:

 $D - (Br \times \$8.00) + (Bc \times \$20.00)$

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Ur ×

 $W \times (Br + Bc)$

(2) Nonresidential water and sewer customers. The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(2) of this section shall be computed in accordance with the following formula:

 $D - (Br \times \$8.00) + (Bc \times \$20.00)$

Uc ×

W × (Br + Bc)

(3) Other residential customers. The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(3) of this section shall be computed in accordance with the following formula:

 $D - (Br \times \$8.00) + (Bc \times \$20.00)$

₩r×

W × (Br + Bc)

(4) Other nonresidential customers. The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(4) of this section shall be computed in accordance with the following formula:

 $D - (Br \times \$8.00) + (Bc \times \$20.00)$

₩c×

$W \times (Br + Bc)$

(ce) Overdue 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. Overdue charges will be offset from the individual income tax refund of the consumer. Should payment be collected through the Offset Claims Program, the fee as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances 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.

(Ord. No. 85-6, 1-24-85; Ord. No. 85-36, 11-14-85; Ord. No. 86-13, 6-12-86; Ord. No. 90-19, 8-23-90; Ord. No. 91-4, 3-14-91; Ord. No. 00-10, 4-27-00; Ord. No. 04-22, 6-10-04; Ord. No. 16-18, 10-27-16; Ord. No. 22-30, 12-15-22)

Sec. 17-18. Reconnection charge after disconnection for nonpayment.

The City of Mandeville shall impose a reconnection charge of twenty-five dollars (\$25.00) in the case of any services that are discontinued as provided in section 17-17, said reconnection charge to be imposed in addition to the delinquent charges provided for in section 17-17.

(Ord. No. 85-6, 1-24-85)

Sec. 17-24. Rights, powers and privileges of sewer district.

The sewer district created in section 17-23 shall have all the rights, powers and privileges granted and conferred by the Constitution and statutes of the state, including the right to incur debt and issue bonds, and to levy taxes for the payment hereof.

(Ord. No. 85-6, 1-24-85)

Sec. 17-77. High Strength Wastewater User charges.

- (a) Customers with normal wastewater contributions. In cases where wastewater characteristics contributed by users are below or near the normal wastewater concentrations and do not contain any objectionable pollutants, the users' charges are to be based on their estimated volume contribution.
 - (1) User charge formula:

User Charge (Cu) = (Contribution in gallons) x (Sewer rate)

Assuming that the contribution during the winter months (Nov., Dec., Jan., Feb.) is equal to the water consumed, as reflected on the user's water meter, user charges shall be computed as follows:

- a. Cu = (Water consumed in 1000 gallons) x (Sewer rate).
- b. In months other than the winter months, if the water metered exceeds the winter months' average, monthly charges shall be computed using the monthly average consumption for the winter months. In no way does this statement relieve any user from any applicable surcharge that he may be liable for as defined in paragraph (b).
- c. This does not apply to the nonresidential customers. They shall be charged based on the actual water consumption all year around.
- d. Any user who contributes more to the system that is reflected by his average winter water rate consumption will have a special average monthly consumption figure prepared for him by the superintendent of sewers.
- e. Any user who can demonstrate that its wastewater effluent contribution is substantially less than its November [through] February water consumption rate (Vu) will be entitled to an adjustment. The amount and method of determining the adjustment will be up to the discretion of the superintendent of sewers.
- All new users initiating service after March 1, of each year, will be charged on the basis of the water consumption of a typical user of the same or similar class and type of service until an average for the user is established for the following months of November [through] February.
- (2) Calculation of sewer rate:

Ct

Sewer Rate (SR) =

₩ŧ

Sewer Rate = Cost to user per each 1000 gallons contributed =

Cents

1000 gallons

- Ct = Above average operation and maintenance (O and M) cost per month attributable to the City of Mandeville minus any O and M cost attributable to surcharge for excessive pollutant concentration.
- Vt = Total volume contribution in thousands of gallons from all the City of Mandeville customers with normal wastewater concentration per average winter month.

Average winter month's wastewater contributions is the average of the water consumed as reflected on the user's water meter for the months of November, December, January and February.

- (<u>a</u>b) Surcharge for excessive pollutant concentrations.
 - (1) Determination of excessive pollutant concentrations. The superintendent of sewers will be responsible for determining which users have sewage with excessive pollutant concentrations. Users who have effluent that exceeds normal loading are responsible for self monitoring. The superintendent will determine the users who are liable for surcharges either by individual testing or by using industry standards. If a user disputes his surcharge the burden of proof will be upon the user to show that his effluent meets normal loading characteristics.
 - (2) Conventional pollutants. In the event that conventional pollutant concentrations from a user exceed the normal range of strength of normal wastewater, a surcharge shall be levied. The use of such a surcharge would be necessary if a user discharging a wastewater has a higher range of strength, is located within the city and desires to have wastewater treatment service. The surcharge would be by the following formula:

 $Cs = (Bc(b) + Sc(S)) \times Vu$

Where Cs = Surcharge for sewage of excessive strength.

Bc = O and M cost for treatment of a unit of BOD.

- b = Concentration of BOD from a user above a base level of 220 mg/l.
- Sc = O and M cost for treatment of a unit of suspended solids (SS).
- S = Concentration of SS from a user above a base level of 220 mg/l.
- Vu = Volume concentration from a user per unit of time.
- (3) Nonconventional pollutants. In the event that objectional pollutants or other nonconventional pollutants are discharged into the system and cause an increase in the cost of managing the effluent or sludge of the treatment works, the city shall take action to determine such cost and levy a surcharge to that user.

(Ord. of 5-26-83, § 3)

APPENDIX C FEES AND FINES¹

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	\$50.00	Business operated by owner of	\$80.00
residence		structure	
By tenant of a	\$75.00	Business operated by tenant of	\$125.00
residence		structure	
<u>3/4" meter</u>	<u>\$150.00</u>	<u>1" Meter</u>	<u>\$200.00</u>
<u>1-1/2" Meter</u>	<u>\$500.00</u>	<u>2" Meter</u>	<u>\$700.00</u>
Greater than 2"	Actual Cost		
	from Vendor		

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) - Fifty <u>Dollars(\$50.00)</u> 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.

Demand Charge (Applied to All Customers)

Meter Size	Monthly Charge
<u>5/8" or 3/4"</u>	<u>\$10.40</u>
<u>1"</u>	<u>\$17.37</u>
<u>1 1/2"</u>	<u>\$34.63</u>
<u>2"</u>	<u>\$55.43</u>
<u>3"</u>	<u>\$104.00</u>
<u>4"</u>	<u>\$173.37</u>
<u>6"</u>	<u>\$346.63</u>
<u>8"</u>	<u>\$554.63</u>

¹Printed herein is the fee schedule of the city, Ordinance No. 22-30, as adopted by the city council on Dec. 15, 2022. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. Additions made for clarity are indicated by brackets.

Above 8"	Determined and approved by City
	Council

Volume Charge

Gallons	Residential
First 3000 gallons	\$10.00 (Included in demand charge
	<u>above)</u>
3,001 to 10,000 gallons	<u>\$1.14 per 1,000 gallons</u>
Next 16,000 gallons 10,001 to	\$1. <u>71</u> 10 per 1000 gallons
<u>25,000 gallons</u>	
Next 30,000 gallons 25,001 to	\$ <u>2.57</u> 1.30 per 1000 gallons
<u>50,000 gallons</u>	
All over 50,000 gallons	\$ <u>5.13</u> 1.50 per 1000 gallons

Gallons	Commercial
First 3000 gallons	<u>\$0.00 (Included in demand charge</u> above)
All over 3,000 gallons	\$2.37 per 1,000 gallons

Gallons	Irrigation
First 3000 gallons	<u>\$0.00 (Included in demand charge</u> above)
All over 3,000 gallons	<u>\$3.85 per 1,000 gallons</u>

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.

Gallons	Residential	Commercial
First 3000 gallons	<u>\$12.00</u>	<u>\$20.00</u>
All over 3,000 gallons	<u>\$3.25 per 1000 gallons</u>	<u>\$4.06 per 1000 gallons</u>

<u>A late fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected.</u>

	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 19

PLANNING AND 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 Requ	lests to Amend the C	Official Zoning Map.
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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

4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.

Type of Fee Cost

Mandeville, Louisiana, Code of Ordinances	
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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 Systems. (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 <u>\$600.00</u>
1" tap	\$420.00
1.5 <u>–</u> ″ tap	\$520.00 <u>\$1,000.00</u>
2" tap	\$650.00
Contractors deposit	\$100.00 (Maximum \$90.00 refundable based on use) Same as meter
	deposit and based on required meter size.
Water connection inspection fee	\$25.00 <u>\$50.00</u>

2. Sewer Connection Fees:

4" tap

\$300.00 <u>\$1,000.00</u>

Mandeville, Louisiana, Code of Ordinances (Supp. No. 26)

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6" tap	\$400.00 <u>\$1,</u>200.00
Sewer connection inspection fee	\$25.00 <u>\$50.00</u>

Reduction of Fee: The City may reduce the normal connection fee charged by the City from \$300.00 \$1,000 to \$125.00 \$500 for residences mentioned in section 17-29(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.	

Public Improvement Permit	\$40 for each required inspection plus a non- refundable plan review fee of ten percent of the total
	value of construction

5.8.1.5. Fees and Renewal.

Contractor	Initial Fee	Renewal Fee
General	\$250.00	\$50.00
Sign Erector	150.00	50.00
Electrical	50.00	20.00
Mechanical	50.00	20.00
Plumbing	50.00	20.00
Roofing	50.00	20.00
Landscaping/Tree Removal	50.00	20.00
Other Trade Subcontractor	50.00	20.00
Self Contractor	50.00	20.00

8.2.3.5. Lodging (Transient)—Short-Term Rentals.

(8) Short-Term Rental Permit Fees

Type of Short-Term Rental	Initial Application Fee	Renewal Fee
Bed and Breakfast Residence	\$250.00	\$125.00
Bed and Breakfast Inn	\$450.00	\$225.00
Whole House Rental	\$700.00	\$350.00

9.2.5.16. Violations.

Prohibited Act	Penalty
Removal of tree without or in violation of a permit.	\$500.00 per tree

9.3.3. Optional Parking Mitigation Fee; Use of Funds.

Number of Parking Spaces \$1,200 per space
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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

Res 24-62

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER DISCON AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER .

RESOLUTION NO. 24-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC FOR THE LIFT STATION 42 (10th ST) AND 43 (BEAU WEST) UPGRADES PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on December 13, 2021, the City of Mandeville and High Tide Consultants, LLC entered into a professional services agreement for the design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 42 and Lift Station No. 43;

WHEREAS, the actual topographical and design services fees for the Lift Station Upgrades Project were less than the awarded Lake Pontchartrain Basin Restoration Program grant funding and the City submitted a project workplan proposal revision for EPA approval to utilize the remaining grant funding for Consultant to perform additional professional engineering design for electrical service upgrades to Lift Station No.43 under this program;

WHEREAS, the City of Mandeville and the University of New Orleans Research and Technology, Inc. executed the revised EPA Approved Workplan (Amendment #1-A) with an effective date of October 16, 2024, reallocating the remaining Lake Pontchartrain Basin Restoration grant funds to the new approved Task#5 for the additional professional engineering design for electrical service upgrades to Sewer Lift Station No.43;

WHEREAS, in order to perform the additional work, modifications to the Consultant's works scope and fee schedule are required in order for Consultant to perform the additional work needed to complete the necessary professional engineering Final Design basic engineering services associated with the electrical service upgrades to Sewer Lift Station No.43;

WHEREAS, the Consultant submitted a supplemental labor and expense proposal dated July 15, 2024, and the City accepted said proposal to provide additional Final Design services, in addition to inspection, reporting, and verification services (if requested) associated with the proposed electrical service upgrades to Sewer Lift Station No. 43;

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 Amendment No. 2 of the Professional Services Agreement with High Tide Consultants, LLC attached hereto.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC

COM PROJ. NO. 212.22.001 LIFT STATION 42 (10th ST) & 43 (BEAU WEST) UPGRADES PROJECT

THIS SECOND AMENDMENT (the "Amendment") is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the "City"), and High Tide Consultants, LLC, represented by <u>B. Shane Guin, P.E., Principal,</u> (the "Consultant"). The City and the Consultant are sometimes referred to as the "Parties". This Amendment is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on December 13, 2021 (the "Agreement") to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 42 (LS No. 42) located on 10th St. Lift Station No. 43 (LS No. 43) located on Libby Lane in the City of Mandeville;

WHEREAS, the Agreement has a duration of two (2) years from the Effective Date of December 13, 2021; and

WHEREAS, Amendment No. 1 with an execution date of December 11, 2023 amended the Consultants original contract expiration date (12/13/2023) one (1) additional year to December 13, 2024.

WHEREAS, the actual topographic and design services fees for the Lift Stations Upgrades Project were less than the awarded Lake Pontchartrain Basin Restoration Program grant funding, the City submitted a project workplan proposal revision for EPA approval to utilize the remaining grant funding to have the Consultant perform additional professional engineering design for electrical service upgrades to Sewer Lift Station No. 43 under the Lake Pontchartrain Basin Restoration Program.

WHEREAS, the City of Mandeville and the University of New Orleans Research and Technology, Inc. executed the Revised EPA Approved Workplan (Amendment #1-A) with an effective date of October 16, 2024 reallocating the remaining Lake Pontchartrain Basin Restoration Program grant funds to the new approved Task #5 for the additional professional engineering design for electrical service upgrades to Sewer Lift Station No. 43. **WHEREAS,** the Consultant will be responsible for performing the additional professional engineering design for electrical service upgrades to Sewer Lift Station No. 43 and incorporating the design modifications for the Lift Station No. 43 electrical service in the final bid package.

WHEREAS, modifications to the Consultants fee schedule is required in order to compensate the Consultant for the additional effort necessary to provide the necessary professional engineering Final Design basic engineering services associated with the electrical service upgrades to Sewer Lift Station No. 43.

WHEREAS, in response to the City's request, the Consultant submitted a supplemental labor and expense proposal dated July 15, 2024 (the "Consultant's Proposal"), and the City accepted the Consultant's Proposal, to provide additional Final Design services, in addition to inspection, reporting, & verification services (if requested) associated with the proposed electrical service upgrades to Sewer Lift Station No. 43.

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

A. <u>SERVICES</u>: The following design services for the electrical service upgrades for sewer Lift Stations No. 43 are added to the Consultant Scope of Work for the Lift Stations 42 & 43 Upgrades Project:

1. Additional professional design services required for electrical power service upgrades at Lift Station No. 43. The additional professional engineering services shall include coordination with the power company (CLECO), research to verify the existence of existing servitudes, design services for the proposed electrical service upgrades, development of additional plans & technical specifications for the new power lines & electrical transformer upgrades at the station and updating the estimated construction costs due to the additional electrical service upgrades.

B. COMPENSATION:

- <u>Fees Added for the Lift Stations 42 & 43 Upgrades Project</u>. The professional engineering Final Design services fee for the Consultant to provide the additional design services associated with the proposed electrical services upgrades associated with sewer Lift Station No. 43 will be increased by \$4,892.00 from \$14,918.28 to \$19,810.28 in accordance with the Consultant's Proposal.
- Maximum Amount. The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by \$4,892.00 from \$125,498.01 for a revised not to exceed amount of \$130,390.01. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. <u>CONTRACT TIME AND SCHEDULE:</u>

N/A

D. <u>CONVICTED FELON STATEMENT</u>: The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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

F. <u>PRIOR TERMS BINDING</u>: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

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

CITY OF MANDEVILLE

BY: _____ CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2024.

HIGH TIDE CONSULTANTS, LLC

BY: _____

B. SHANE GUIN, P.E., PRINCIPAL

CORPORATE TAX I.D.



July 15, 2024

Mr. Buster Lyons **Digital Engineering** 3500 US HWY 190 Mandeville, LA 70471

RE: City of Mandeville – Lift Stations No. 42 & 43 Upgrades Design Services Amendment #2 COM Project No. 212.21.019 - HTC Project No. 21-208

Buster,

Please allow this letter to serve as our request for additional design service fees associated with additional scope for the above referenced project.

During design of the project, the City requested that the electrical service powering Lift Station #43 be upgraded from single phase to three phase. This was not in the original scope of the project. This required approximately 800 linear feet of new underground power lines to be installed, as well as an additional transformer. The additional design services required included development of additional plans for the new power lines and transformer, research to verify the existence of existing servitudes, and coordination with CLECO and upgrades to the electrical components of the station.

We hereby request a contract amendment in the amount of \$4,892.00 for these additional design services.

If you have any questions or need any additional information, please don't hesitate to contact me.

Sincerely, High Tide Consultants, LLC

for Celey

Richard C. Galloway, PE Principal

www.hightidela.com

City of Mandeville Lift Stations 42 & 43 Upgrades COM Project No. 212.21.019 High Tide Consulting, LLC ADDITIONAL DESIGN SERVICES - AMENDMENT # 2

LABOR AND EXPENSE ESTIMATE 8/13/2024

LABOR									
	Principal	Sr. Prof	ENGR	ENGR	ENGR	ENGR	Sr.	Admin	TASK
SCOPE OF SERVICES:		Eng	IV	III	II	Intern II	Designer	Clerical II	COST
UPGRADE POWER SUPPLY TO THREE PHASE									
Research to verify existing servitudes				4					\$600
Develop additional plans to show location of new electrical service to station	1	1		8			10		\$2,612
Coordination with CLECO for new power service to station		0		4					\$600
Design of upgrades to Electrical Componetes of station for 3 phase power		1		6					\$1,080
SUBTOTAL									\$4,892
TOTAL HOURS / UNITS:	1	2	0	22	0	0	10	0	
BILLABLE RATES	\$182	\$180	\$165	\$150	\$130	\$95	\$105	\$75	
TOTAL COSTS:	\$182	\$360	\$0	\$3,300	\$0	\$0	\$1,050	\$0	\$4,892



	AGREEMENT MENT #1				
FOUNDATION	SUBRECIPIENT				
University of New Orleans Research and Technology Foundation, Inc. 2021 Lakeshore Drive, Suite 420 New Orleans, LA 70122	City of Mandeville 3101 E Causeway Approach Mandeville, LA 70448				
Awarding Agency	SUBAWARD #				
U.S. Environmental Protection Agency ("EPA") 58563D (old) / 5007D (new)					
PRIME AWARD PROJECT TITLE					
#BR-01F84101(FY19) Upgrades to Sewer Lift Stations No. 42 & 43					
Amendment to Te	ERMS AND CONDITIONS				
The Subaward Agreement ("Agreement") between the Foundation, Inc. and the City of Mandeville is amended					
In Period of Performance , the language that reads:					
IT FERIOD OF FERFORMANCE, THE language that reads.					
"12/31/2020 to 08/31/2023"					
" 12/31/2020 to 08/31/2023 "					
" 12/31/2020 to 08/31/2023 "					
" 12/31/2020 to 08/31/2023 " Is changed to read: " 12/31/2020 to 08/31/2025 " and	lan) with Attachment #1-A (Revised EPA Approved f this Agreement.				

University of New Orleans Research and Technology Foundation, Inc.	City of Mandeville
By: Shafin Khan (Oct 17, 2024 12:37 CDT)	Ву:
Shafin Khan Vice President of External Affairs & Innovation	Clay Madden Mayor



Lake Pontchartrain Basin Restoration Program

Project Work Plan Proposal

Origin	nal / Initial Workplan	Rev	ised Workplan	Amended Workplan	Replacement Workplan
Submittal Date	May 12, 2021	Date	8/1/24	Date	Date
Approval Date		Date		Date	Date

SECTION 1:	APPLICANT / SU	BRECIPIENT INFORMATION			
Applicant / Subre	cipient	Organization Type			
Legal Name:	City of Mandeville	Parish X Municipality Other			
Address:	3101 E. Causeway Approach	Tax Identification Number (TIN)			
	Street Suite/Room/Floor	72-6000-876			
	Mandeville LA 70448	DUNS No.: Data Universal Numbering System			
	City State Zip Code	004945296			

Contact Person: K	eith LaGrange	_	
Title:	Public Works Director	Phone:	985-624-3169
Email:	KLaGrange@CityofMandeville.com	Fax:	985-624-3108

		PREVIOUS FUNDING		
Fontaineblea	u State Park Force N	Vain Replacement and Pre-treatment		
\$5	4,000.00	Date Funding Received:	8/31/2019	
Yes	X No	Anticipated Completion Date:	6/30/2022	
	\$5	Fontainebleau State Park Force I \$54,000.00	Fontainebleau State Park Force Main Replacement and Pre-treatment \$54,000.00 Date Funding Received:	

Is Project Complete:	Yes	No	Anticipated Completion Date:	
PRP Project Information				
Project Title:				
Amount of Subaward:		A	Date Funding Received:	
Is Project Complete:	Yes	No	Anticipated Completion Date:	

Other Federal Funding: Is your organization currently receiving other Federal funding for project work? If yes, please provide name of funding program, amount of Federal funding, remaining Federal funding, and funding period:

X N/A

SECTION 3:	PROJECT IDENTIF					FICATION		
Project Title					Project Lo	cation		
Upgrades to Sewer Lift	Stations	No. 42 & 43			Mandeville	e, Louisiana (see attached map)		
					(Attach map	and /or photograph showing specific location(s)]		
Project Type	Project Type			Project Category				
Planning	X	Design	X	Sewerage		Habitat		
Maintenance		Inflow / Infiltration		Stormwat	er Runoff	Coastal		
Monitoring		Research	- 19	Agricultur	al Runoff			
Education / Outrea	ch / Con	nmunication						

QAPP	Will this	project require a Quality	Assurance Project Plan (QAPP) o	or a Secondary QAPP?	
	X	QAPP	Secondary QAPP	N/A	

Project Needs Statement

The existing pumps and equipment at Sewer Lift Stations No. 42 and 43 are outdated and can easily become clogged with debris that enters the lift stations. This causes the sanitary sewer system to backup and overflow at the lift stations, releasing untreated sewage into the storm water drainage system that flows into Lake Pontchartrain. Upgrading piping, equipment, and electrical controls at Lift Stations No. 42 and 43 will reduce the risk of sewer overflows and prevent the water quality of Lake Pontchartrain from degrading.

A high level of reliability is required for lift stations because failures can result in sanitary sewer overflows leading to potential compliance problems while threatening public health and the environment. In an effort to improve the long-term operational performance and reliability of Lift Station No. 43, the electrical service powering the station needs to be upgraded from single-phase to three-phase. Three-phase power is generally more reliable than single-phase power because it's less likely to be affected by interruptions in the electrical network. In order to do so approximately 800 linear feet of new underground power lines needs to be installed and the electrical transfer needs to be replaced.

Project Goals & Objectives

The project goal and objective are to prepare design plans and specifications for public bid for the upgrades to Sewer Lift Stations No. 42 and 43. Upgrading the stations with new electrical controls, valves, pumps and piping will reduce the risk of sanitary sewer overflows to help restore the water quality of the Lake Pontchartrain Basin. The goal and objective of replacing the electrical service and upgrading the electrical equipment & controls for Lift Station No. 43 is to improve the reliability and efficiency of the lift station.

SECTION 4:

PROJECT ACTIVITIES

INSTRUCTIONS: Each Sub-Activity must be considered as a separate Task and each activity will require separate identifying information that is clear and concise to be considered for funding. *As an example, a PRP project in FY18 listed all the following activities under one task: Basin Wide Monitoring Program; Wastewater Technical Assistance Program; WQX (formerly STORET) Data Migration; Environmental Response; and Parish Water Quality Task Force Meetings.* Each of these activities must now be treated as a separate task and all information is required for each Task/Sub-Activity

roject Tas	k: (This	section may be duplicated as necessary for additional project task information)	
Task #:	1	Task Name: Quality Assurance Project Plan (QAPP)	

1. Description of Activities

The primary goal of this task is to develop the Quality Assurance Project Plan (QAPP) which describes the activities of the project and outlines the methods to be implemented for quality assurance of data collected and generated for the project. Quality assurance measures for data generated from topographic surveys will be described in the QAPP.

2. Goals, Objectives, and Performance Measures

The goal of developing and implementing Quality Assurance Project Plan is to increase the quality of the project data. This is done by properly scheduling a list of objectives or punch list items while clearly defining what each objective entails, preventing confusing between the Public Works Departments, Engineering Consultants, and Grant Application Reviewers.

3. Methodology

Specific project activities that require the acquisition, generation, or analysis of data will be identified. A QAPP will be developed to outline the methods of quality assurance for each type of data to be used in the project. The QAPP will be submitted to the EPA for review, comment, and approval.

4. Milestones

Completion of QAPP EPA Approval of QAPP

5. Deliverables

Fully approved QAPP

6. Task Budget	Task Budget 7. Task Se		
Federal Funding	\$5,000.00	Start Date	1/15/2022
Local Match	\$0.00	End Date	7/15/2022
Total Task Cost	\$5,000.00		

Task #:	2	Task Name: Topographic Survey
1. Descr	iption o	f Activities

survey will be used as the basis of design for the improvements of the sewer lift stations.

2. Goals, Objectives, and Performance Measures

The objective of completing a topographic survey is to aid the design engineer in producing design plans for the upgrades of Sewer Lift Stations No. 42 and 43. The goal is to complete a topographic survey that sufficiently identifies all existing utilities and topographic features. The performance measure will be a quality survey accepted by the design engineer as sufficient to design the necessary features of the lift station rehabilitation.

3. Methodology

A topographic survey will be performed by a field crew and technical personnel to determine the existing site conditions of Sewer Lift Stations No. 42 and 43. The topographic survey will be submitted to the design engineer and used as basis of the design for the sewer lift station improvements.

4. Milestones

Completion of a topographic survey.

5. Deliverables

Final survey stamped and signed by a professional surveyor licensed in the state of Louisiana in both PDF and AutoCAD formats.

Task Budget		7. Task Schedule	and share here an
Federal Funding	\$6,000.00	Start Date	7/16/2022
Local Match	\$0.00	End Date	5/16/2023
Total Task Cost	<mark>\$6,000.00</mark>		

Task #:	2	Task Name: Preliminary Design	
ask #.	3	Task Warte. Treininary Design	

Prepare preliminary plans, specifications and cost estimate to upgrade Sewer Lift Stations No. 42 and 43.

2. Goals, Objectives, and Performance Measures

The goal and objective of this task is to allow the design engineer to propose and layout equipment and cost for the upgrade of Lift Stations No. 42 and 43. The Public Works Department will review the preliminary design and determine if the proposed lift station upgrades are feasible or adjustments need to be made due to operation, maintenance, access, materials and budget that will be required for the lift station upgrade. The performance measure for this task will be a complete preliminary set of plans, specifications and cost estimate so that the Public Works Department can review and comment on the proposed design.

3. Methodology

Preliminary drawings indicating the lift station upgrade location and improvements, preliminary specifications indicating the materials to be used for construction of the project, and a preliminary construction cost estimate will be submitted to the City of Mandeville Public Works Department for review and comment. Comments will be provided and discussed with the design engineer for incorporation into the final design.

4. Milestones

Completion of preliminary plans, specifications and cost estimate.

5. Deliverables

Submit preliminary plans, specifications and cost estimate to the City of Mandeville Department of Public Works and City Engineer for review and comment.

. Task Budget		7. Task Schedule	
Federal Funding	\$7,780.00	Start Date	5/17/2023
Local Match	<mark>\$14,598.00</mark>	End Date	1/17/2024
Total Task Cost	\$22,378.00		

	ption of Activities			
)		
repare fina	l plans, specificat	tions and cost estimate	for the upgrades to Sewer Lift Sta	ations No. 42 and 43.
2. Goals,	Objectives, and P	erformance Measures		
Public Work	s Department ar e measure for th	d adjust the layout of	the equipment and cost for the p	ments from the City of Mandeville proposed lift station upgrades. The s and cost estimate that are ready
3. Metho	dology			
be used for Public Work	construction of t s Department for sign engineer for	ne project, and a final co review and comment.	onstruction cost estimate will be s	cations indicating the materials to submitted to the City of Mandeville ents will be provided and discussed eady to advertise for bids.
		ifications and cost estir and Technology Found		partment of Public Works and Cit
5. Deliver	rables		plans, specifications and cost est	mate.
6. Task B	udget		7. Task Schedule	
	ederal Funding	\$13,558.28	Start Date	1/18/2024
	Local Match	\$1,360.00	End Date	5/18/2024
	Total Task Cost	\$14,918.28		

				nood <u>i</u> r rin pprore		
Project Ta	ask: (This sect	ion may b	e duplicated as necessa	y for additional pro	ject task information)	
Task #:	5	Task Na	me: Additional Des	gn for Electrica	Service Upgrades to S	ewer Lift Station No. 43
1. D	escription o	f Activit	ies			
additiona existing s transforn The addit professio	I design ser ervitudes, o ner upgrade ional design	vices in develops s at the service ed thes	clude coordination ment of additional station, and estima s were not included	with the power plans & technic te the costs ass in the original Ta	company (CLECO), res al specifications for th ociated with the addit ask #4 (Final Design) sc	rades at Lift Station No. 43. The search to verify the existence of ne new power lines & electrical ional electrical service upgrades. ope of services or fee. The design orporate into the design package
2. Goa	ls, Objective	es, and P	erformance Measu	es		
the desig drawings new elec was to in	n engineer for the layo trical power corporate th	to per out of th lines & ne new	form the necessary te new electrical po transformer, and p plans & specification	servitude rese wer lines & new epare a revised is, upon approv	arch & stakeholder c r transformer, develop cost estimate. The pe al by the Public Works	des at Lift Station No. 43 was for oordination tasks, develop new additional specifications for the erformance measure for this task Department & City Engineer, for to advertise for bids.
3. Met	hodology					
requirer upgrade	nents indica s were prov Il review cor	ting the	e materials to be us the City of Mandev	ed for constructille Public Work	tion of the Sewer Lift s Department for revie	er and the additional technical Station No. 43 electrical service ew and comment. Any additional nal design documents advertised
4. Mile	estones					
and the second se					ised cost estimate for c Works and City Engin	the Lift Station No. 43 electrical eer.
5. Deli	iverables					
	ctronic set c al service up		ew plans, specification	ons, and revised	cost estimate inclusive	e of the Lift Station No. 43
6. Tas	k Budget			7.	Task Schedule	
	Federal Fu	unding	\$4,892.00		Start Date	1/18/2024
	Local	Match	\$0.00		End Date	12/31/2024
	Total Tas	k Cost	\$4,892.00			

SECTION 5:

QUALIFICATIONS / EXPERIENCE

Organization History

The City of Mandeville Department of Public Works is responsible for the operation and maintenance of the City's sanitary sewer system, which includes force mains, gravity collection lines, manholes, and 64 lift stations. The City of Mandeville has successfully implemented multiple past EPA Lake Pontchartrain Basin Restoration Projects and sewer lift station upgrade projects. The City will utilize a consultant to ensure that the semi-annual progress reports and payment requests are submitted accurately to reflect the progress of the grant project. The consultant will have past experience submitting progress reports and pay requests for these types of grants and will ensure that all reports are submitted in a timely manner.

Key Personnel

The project will be supervised by the Director of the Department of Public Works, Keith LaGrange, P.E. Mr. LaGrange has a Bachelor's Degree in Civil Engineering and is a licensed Professional Engineer in the State of Louisiana. He will be responsible for reviewing the preliminary and final design submittals to ensure that the design meets the needs of the City of Mandeville. Digital Engineering will be responsible for overseeing the Administrative duties of the grant as the City Engineer for the City of Mandeville. The City Engineer consultant will prepare all Administrative paperwork such as progress reports and pay requests for processing. The City of Mandeville will retain the services of a design engineer to complete the tasks proposed in the work plan for this project.

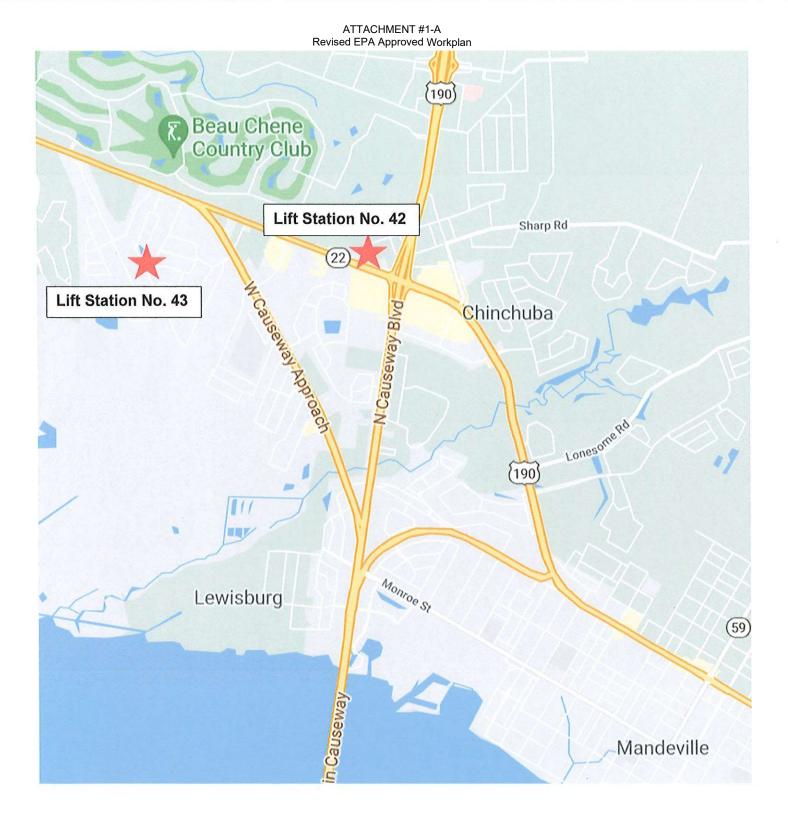
SECTION 6:		PROJECT BUDGET		
Project Summary Budget		Source of Match		
Federal Funding \$37,230.00		City of Mandeville Capital Budget		
Local Match	\$15,958.00			
Total Task Cost	\$53,188.00			

Proposed Project Schedule				
Start Date	1/15/2022	End Date	12/31/2024	

Forecasted Cash Needs

Total Year 1				Year 1 Quarterly Projections						
				Quarter 1:		Quarter 2:		Quarter 3:		Quarter 4:
Federal	\$	15,000.00	\$	2,500.00	\$	2,500.00	\$	5,000.00	\$	5,000.00
Match	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
Total	\$	15,000.00	\$	2,500.00	\$	2,500.00	\$	5,000.00	\$	5,000.00
	1. 65. 7 1									
Future Fu	nding	Periods:		Year 2:		Year3:		Year 4:		
Future Fu	nding	Periods: Federal	\$	Year 2: 7,780.00	\$	Year3: 14,450.00	\$	Year 4:		
Future Fu	nding		\$_\$		\$		\$	Year 4:		

AUTHORIZED OFFICIAL				
Name Clay Madden	Title _ Mayor			
Signature L. Cleff and	Date 8-8-24			



5007D Mandeville Amendment #1 for signature

Final Audit Report

2024-10-17

Created:	2024-10-16
By:	Blair Bourgeois (bbourgeois@thebeachuno.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_Z1Yca4Y4NblBnDxUatucs-XaM6KFFIs

"5007D Mandeville Amendment #1 for signature" History

- Document created by Blair Bourgeois (bbourgeois@thebeachuno.org) 2024-10-16 - 4:06:01 PM GMT- IP address: 137.30.13.204
- Document emailed to Shafin Khan (skhan@thebeachuno.org) for signature 2024-10-16 4:06:10 PM GMT
- Email viewed by Shafin Khan (skhan@thebeachuno.org) 2024-10-16 - 11:53:59 PM GMT- IP address: 104.28.32.101
- Document e-signed by Shafin Khan (skhan@thebeachuno.org) Signature Date: 2024-10-17 - 5:37:52 PM GMT - Time Source: server- IP address: 137.30.13.204

Agreement completed. 2024-10-17 - 5:37:52 PM GMT

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PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC

COM PROJ. NO. 212.22.001 LIFT STATION 42 (10th ST) & 43 (BEAU WEST) UPGRADES PROJECT

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the "City"), and High Tide Consultants. represented by <u>B. Shane Guin, P.E., Principal</u>, (the "Consultant"). The City and the Consultant are sometimes collectively referred to as the "Parties." This Agreement is effective as of the date of execution by the City (the "Effective Date").

RECITALS

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

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated <u>October 29, 2021</u> (the "Consultant's Proposal"), and the City accepted the Consultant's Proposal;

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

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The Consultant shall provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 42 (LS No. 42) located on 10th St and Lift Station No. 43 (LS No.43) located on Libby Lane in the City of Mandeville. The scope of work to be done at the lift stations is as follows Remove and replace the internal components of the wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc., provide new emergency pump out (EPO) with a female camlock connector, EPO must be sized as part of the design, upgrade control panel (if necessary,

would prefer SCADA compatibility), upgrade water service to include backflow presenter, BFP cover, and freeze-less hydrant, water service to be relocated inside the fence, by-pass pumping of lift station during construction, provide topographic survey of lift station areas, permitting services as required, if requested by the City, provide full time resident inspection services (if requested) during construction.

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

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

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

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

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

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

Meetings with the City shall be scheduled as required to solicit input on project progress and upcoming issues or concerns. Consultant shall prepare and deliver a record of decisions and action items to the City for each meeting. The Consultant shall prepare and submit complete detailed construction contract specifications and bid documents along with a revised construction cost estimate of the project to the Department.

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

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

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

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

The basic services to be performed by the Consultant are divided into five (5) phases of workidentified in general as follows and more fully described below:

Phase I.	Survey
Phase II.	Preliminary Design
Phase III.	Environmental Study (Not Used)
Phase IV(a).	Final Design
Phase IV(b).	Bid & Award
Phase V(a).	Construction Administration

Phase V(b).	Construction Closeout		
Phase V(c)	Inspection, Reporting, and Verification		

PHASE I. SURVEY

Survey Submittal (30 calendar days)

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

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

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

PHASE II. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)

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

60% Design Submittal (60 calendar days)

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

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

to the City.

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

The Engineer's 60% Design Submittal shall include:

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

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

90% Design Submittal (60 calendar days)

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

The Engineer's 90% Design Submittal shall include:

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

Engineer shall submit 90% Design submittal with an updated construction cost estimate

within 60 calendar days after submittal of 60 % Design submittal.

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

Phase II Deliverables:

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

PHASE III. ENVIRONMENTAL STUDY (NOT USED)

PHASE IV(a). FINAL DESIGN

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

- After the plan-in-hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit three (3) setsof revised full size 22-inches by 34-inches hard copies and electronic files to the Department. These shall be stamped "Advance Check."
- 2. A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with designdecisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
- 3. The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the "Advance Check" prints, to the Department for review. A revised construction cost estimate, a detailedtraffic control plan, and a permanent pavement marking and signing plan shall be submitted at this time (if applicable). Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City for specifications, contract documents, and cost estimates.
- 4. Upon receipt of the Department's comments pertaining to plans and specification,

the Consultant shall revise and complete the final contract plans and specifications.

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

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

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

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

Phase IV(a) Deliverables:

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

PHASE IV(b). BID & AWARD

If the Department proceeds with bidding the Project, the Consultant shall attend the prebid and preconstruction conferences and be prepared to address any questions regarding the engineeringwork. The Consultant shall assist the City with preparing addenda and responses to bidder's questions. The Consultant shall attend bid openings, prepare bid tabulation sheets and check documentation submitted with bids for completeness. The Consultant shall submit the bid tabulation and award recommendation letter to the City within two (2) working days of the bid opening. The award recommendation letter shall report on completeness and technical correctness of the bids received.

Phase IV(b) Deliverables:

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

PHASE V(a). CONSTRUCTION ADMINISTRATION

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

to, thefollowing:

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

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

approved by the City.

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

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

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

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

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

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

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

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

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

The Consultant shall submit to the Director or the Director's Authorized Representative

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

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

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

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

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

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

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

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

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

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

Phase V(a) Deliverables:

- Project Schedule
- Submit Monthly Pay Requests, Schedule Updates, and Weather Reports
- ICE Documentation
- CA Documentation
- Construction Field Records
- Monthly Pay Requests, Schedule Updates and Weather Reports
- Plan Change Requests
- Non-Conforming Materials Notifications
- Recommendation for Approval of Testing Laboratory Pay Request
- As-Built Drawings
- Submit daily Final Inspection Report
- Overrun/Underrun Statement
- Warranty Inspection Report
- Man Hours Breakdown Report
- Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor

Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications

PHASE V(b). CONSTRUCTION CLOSE OUT

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

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

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

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

Phase V(b) Deliverables:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. CONSULTANT'S STANDARD OF CARE.

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

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

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

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

ARTICLE III. CONTRACT TIME AND SCHEDULE

A. <u>DURATION</u>: This Agreement shall commence on the Effective Date and shallcontinue until and through a period of two (2) years.

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

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

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

for this phase.

E. <u>PHASE II PRELIMINARY DESIGN</u>: The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED** (120) calendardays from the date of issuance of the Notice to Proceed for this phase.

F. <u>PHASE IV(a) FINAL DESIGN</u>: The services to be performed during the Final Design Phase shall be completed within **TWENTY (20)** calendar days from the date of issuance of the Notice to Proceed for this phase.

G. <u>PHASE IV(b) BID AND AWARD</u>: The services to be performed during the Bid and Award Phase shall be completed within SIXTY (60) calendar days from the date of issuance of the Notice to Proceed for this phase.

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

ARTICLE IV. COMPENSATION

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

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PHASE I.	Survey (as need	led)		\$6,000.00	(Lump Sum)
PHASE II.	Preliminary Des	sign		\$22,377.43	(Lump Sum)
PHASE III.	Environmental S	Study (<i>if requested</i>	d)	NOT USED	(Lump Sum)
PHASE IV(a)	Final Design			\$14,918.28	(Lump Sum)
PHASE IV(b)	Bid & Award			\$2,868.90	(Lump Sum)
PHASE V(a)&V(b)	Construction Closeout	Administration	&	\$17,213.40	
PHASE V(c)	Inspection, Verification	Reporting,	&	\$57,120.00	(Hourly, NTE)(If requested by the City)
SUPPLEMENTAL PHASE	Permitting			\$5,000.00	(Hourly, NTE)

B. <u>MAXIMUM AMOUNT</u>: The maximum aggregate amount payable by the City forall services performed under this Agreement is **\$125,498.01**. The City has the right to increase or

decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.0 and will apply to Phases 1 through V in this Agreement. No adjustment if the contract award meets or exceeds 90% of the Estimated Construction Cost but does not exceed by 10% the Estimated Construction Cost. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. <u>ACKNOWLEDGEMENTS</u>: The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

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

ARTICLE V. INVOICES

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

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

ARTICLE VI. INDEMNITY.

A. <u>INDEMNITY</u>: To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the "Indemnified **Parties**") harmless from and against: (1) any and all claims, demands, suits, judgments of sums of moneyto any party accruing against the City for loss of life or injury or damage to persons or

property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

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

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

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

ARTICLE VII. INSURANCE

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

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

- 3. Workers' Compensation: as required by the State of Louisiana, with StatutoryLimits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.
- 4. *Professional Liability (Errors and Omissions)*: with limits no less than \$1,000,000.00 per claim.

B. <u>OTHER INSURANCE PROVISIONS</u>: The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON - DISCRIMINATION.

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

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

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

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

B. EXCLUSION OF WORKERS' COMPENSATION COVERAGE: The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of

Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for any reason, including for the purpose of Worker's Compensation coverage.

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

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

ARTICLE X. NOTICES

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

If to the City:

Director, Department of Public Works City of Mandeville 1100 Mandeville High Blvd Mandeville, La 70471

&

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

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

F. JURISDICTION & VENUE: For all claims arising out of or related to this Agreement,

the Consultant consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of St. Tammany and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.

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

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

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

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

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

K. <u>RULES OF CONSTRUCTION</u>: Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and

interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender

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

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

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

O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: Noelected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

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

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

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

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

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

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

V. <u>COMPLETE AGREEMENT</u>: This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and

contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

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

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

CITY OF MANDEVILLE BY:		
CLAY MADDEN, MAYOR		
Executed on this	day of	, 2021.
FORM AND LEGALITY APPROVED:		
Law Department		
By:		
Printed Name:		
HIGH THE CONSULTANTS, LLC BY:		
B. Shane Guin, RE, PRINCIPAL		
47-4333208		

CORPORATE TAX I.D.

INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR ADOPTION BY COUNCIL MEMBER BUSH

RESOLUTION NO. 21-50

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 HIGH TIDE CONSULTANTS, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City desires to enter into a professional services agreement with High Tide Consultants, LLC for professional engineering services for upgrades the Lift Stations 42 & 43 project, including but not limited to design, permitting, bidding, construction administration and resident inspection.

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 High Tide Consultants, LLC for professional engineering 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: 5 (Danielson, McGUire, Zuckerman, Bush, Kreller) NAYS:0 ABSTENTIONS:0 ABSENT:0

and the resolution was declared adopted this 18th day of November, 2021.

Kristine Scherer Clerk of Council

Jason Zuckerman Council Chairman

Error! Unknown document property name.

City of Mandeville Council Meeting Agenda: 11/18/2021

Executive Summary

Project: LS 42 & 43 Upgrades Budget Department: CAPITAL SEWER Budget Amount: FY'22 \$800k (Design and Construction) Resolution for: Professional Services Agreement for High Tide Consultants, LLC Contract Amount: \$125,498.01 Budget Adjustment Needed (Y/N): NO Councilmember Sponsor: Bush

Resolution Scope:

The Consultant scope of work is for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 42 (LS No. 42) located on 10th St and Lift Station No. 43 (LS No.43) located on Libby Lane in the City of Mandeville.

Fee Breakdown (Basic Services based off of Construction Estimate from FP&C Fee Curve):

Phase I – Topographic Survey - \$6,000.00 (LUMP) Phase II – Preliminary Design - \$22,377.42 (LUMP) Phase III – Environmental - NOT USED Phase IV(a) – Final Design - \$14,918.28 (LUMP) Phase IV(b) – Bid & Award - \$2,868.90 (LUMP) Phase V(a) & V(b) – Construction Administration & Closeout - \$17,213.40 (LUMP) Phase V(c) – Inspection, Reporting, & Verification - \$57,120.00 (Hourly, NTE) (If requested by the City) Supplemental Phase – Permitting - \$5,000.00 (Hourly, NTE)

Total Maximum Amount = \$125,498.01

Project Scope:

The scope of work to be done at the lift stations is as follows Remove and replace the internal components of the wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc., provide new emergency pump out (EPO) with a female camlock connector, EPO must be sized as part of the design, upgrade control panel (if necessary, would prefer SCADA compatibility), upgrade water service to include backflow presenter, BFP cover, and freeze-less hydrant, water service to be relocated inside the fence, by-pass pumping of lift station during construction, provide topographic survey of lift station areas, permitting services as required, if requested by the City, provide full time resident inspection services (if requested) during construction.



October 29, 2021

Mr. David LeBreton, PE, PTOE Digital Engineering 1080 West Causeway Approach Mandeville, LA 70471

RE: City of Mandeville – Lift Station No. 42 & 43 Upgrades Design and Resident Inspection Services Proposal HTC Project No. 21-208

David,

Please allow this letter to serve as our proposal to provide design and resident inspection services to the City of Mandeville for the Lift Stations No. 42 & 43 upgrades project. Resident inspection services will be provided only if requested by the City.

The scope of work associated with this project will include design, permitting, bidding, construction administration, and resident inspection services (if requested) for Lift Stations No. 42 & 43 in the City, A more detailed scope is attached.

Our fee has been developed based of off the FP&C curve and the preliminary construction cost attached. The resident inspection fee assumes a total project duration of 240 calendar days, with RI needed for approximately 5 months (21 working days per month, 8 hours a day). Based on these assumptions, High Tide Consultants, LLC (HTC) proposes to perform the services described above and attached for lump sum fees of \$ 57,378.01 for engineering, and \$ 6,000.00 for topo survey, plus estimated hourly not to exceed amounts of \$ 5,000.00 for permitting and \$57,120.00 for resident inspection, for a total estimated fee of \$ <u>125,498.01</u>

The detailed scope of services and fee breakdown are attached for your reference.

Sincerely, High Tide Consultants, LLC

when Cabel

Richard C. Galloway, PE Principal

attachments

Cc: Mayor Clay Madden, City of Mandeville Keith LaGrange, P.E., Public Works

EXHIBIT A - SCOPE OF SERVICES

City of Mandeville Lift Stations No. 42 & 43 Upgrades

The project scope consists of upgrading lift stations # 42 and 43. The scope of work to be done at the lift stations is as follows:

- Remove and replace the internal components of thee wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc.
- Provide new emergency pump out (EPO) with a female camlock connector. EPO must sized as part of the design.
- Upgrade control panel (if necessary, would prefer SCADA compatibility)
- · Upgrade water service to include backflow presenter, BFP cover, and freeze-less hydrant.
- · Water service to be relocated inside the fence.
- By-pass pumping of lift station during construction.
- Provide topographic survey of lift station areas.
- · Permitting services as required.
- If requested by the City, provide full time resident inspection services during construction.

Exhibit B Preliminary Construction Cost Estimate and Fee Breakdown City of Mandeville Lift Station No. 42 & 43 Upgrades

PRELIMINARY CONSTRUCTION COST ESTIMATE - LS 42 (10th SI)

ITEM	ESTIMATED	UNIT	UNIT PRICE	AMOUNT
Nobilization & Demobilization	1	LS	\$10,000,00	\$10,000.00
Demoloan	1	LS	\$7,500,00	\$7,500.00
Water Service Improvements	1	LS	\$3,500.00	\$3,500.00
Upgrade Pump Control panel	1	LS	\$60,000,00	\$60,000.00
Submersible Pumps	2	EA	\$30,000.00	\$60,000.03
DIFITTINGS	950	EA	\$7.03	\$8,650.C
4" D.L FIPE	60	LS	\$275.00	\$22,000.0
4" GATE VALVE	2	LF	\$4,500.00	\$9,000.0
4" CHECK VAVLE	2	EA	\$6,000.00	\$12,000.0
EPO MH & VALVE	1	EA	\$3,750.00	\$3,750.0
DAVEL (PLUDEN)	1	LS	\$15,000.00	\$15,000,0
Misc.	1	LS	\$25,600,00	\$25,000,0
Y-PASS PUMP SYSTEM	1	LS	\$60,000.00	\$50,000,0
			Chinish	6204 400 00

\$294,400,00 Subtotal \$29,440.00

10% Contingency Estimated Construction Costs - LS# 42 \$323,840.00

PRELIMINARY CONSTRUCTION COST ESTIMATE - LS 43 (Beau Westt)

ITEM	ESTIMATED	UNIT	UNIT PRICE	AMOUNT
Medization & Demobilization	1	LS	\$10,000.00	\$10,000.00
Demotion	1	LS	\$7,500.00	\$7,500.00
Water Service Improvements	1	LS	\$3,500.00	\$3,500.00
Upgrade Pump Control panel	1	LS	\$60,000,00	\$60,000.00
Submarsible Pumps	2	EA	\$30,000.00	\$60,000.00
DIFITTINGS	650	EA	\$7.00	\$5,950,00
3' D1 Pipe	60	LF	\$200.00	\$12,000.00
4" DI FIPE	20	LB	\$275.00	\$5,500.00
3' GATE VALVE	2	LF	\$3 500.00	\$7,000.00
3" CHECK VAVLE	2	EA	\$5,000.00	510,000.00
EPO MH & VALVE	1	EA	\$3,750.00	\$3,750.00
DAMER COMPANY CONTROL	1	LS	\$15 000.00	515,000.00
Miss.	1	LS	\$25,000,00	\$25,000.00
Y-PASS PUMP SYSTEM	1	LS	\$60,000,00	\$50,000.00
			Subtotal	\$285,200.00

\$28,520.00 \$313,720.00

10% Contingency Estimated Construction Costs - LS# 43

Total Estimated Construction Costs - LS# 42 & 43 \$637,560.00

FEE BREAKDOWN	ering Fee Breakdown				
Linging	itting itt bitakoopu		Design (65%)	\$37,295,71	
CU21 FPAU LUTVE	8.9995 V		Bidding (5%)	\$2,608.90	
istal Engineering	557 378 01		Construction Armin (25%)	\$14,344,50	
			Record Drawings (5%)	\$2,868.90	
			Sub-Total	\$57,378.01	
			Permiting	\$5,000.00	hourly not to exceed
			Topo Survey	\$6,000.00	lump sum
		Total Design Fee		\$68,378.01	

Resident Inspection Fee Breakdown (If requested bythe City)

<u>Assumptions</u> Total Construction Time 240 calendar days Resident Inspector required 5 menths 21 working days per roomth/8 hours per day (840 hours)

	Rate/hour	Total Days	Total Hours	Total RI Fee
Resident S	69.00	105	840	\$ 67,120

Total Fer

Engineering Topo Survey Permitting Resident Inspection Total

lump sum lump sum sunly not to exceet \$57,378.01 \$6,000.00 \$5,000.00 \$57,120.00 surly not to exceed \$125,498.01

Amendment No. 1 to the Professional Services Agreement between The City of Mandeville and High Tide Consultants, LLC Lift Stations 42 & 43 Upgrades Project

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND

HIGH TIDE CONSULTANTS, LLC

COM PROJ. NO. 212.22.001 LIFT STATION 42 (10th ST) & 43 (BEAU WEST) UPGRADES PROJECT

THIS FIRST AMENDMENT (the "Amendment") is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the "City"), and High Tide Consultants, LLC, represented by <u>B. Shane Guin, P.E., Principal</u>, (the "Consultant"). The City and the Consultant are sometimes referred to as the "Parties". This Amendment is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on December 13, 2021 (the "Agreement") to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 42 (LS No. 42) located on 10th St. Lift Station No. 43 (LS No. 43) located on Libby Lane in the City of Mandeville;

WHEREAS, the Agreement has a duration of two (2) years from the Effective Date of December 13, 2021; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Lift Stations 42 & 43 Upgrades Project (the "Project");

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

- A. <u>SERVICES</u>: The following design services are added to the Consultant Scope of Work for the Lift Stations 42 & 43 Upgrades Project:
 - 1. None.

.

B. <u>COMPENSATION</u>:

1. <u>Fees Added for the Lift Stations 42 & 43 Upgrades Project</u>. No fees are added to the Consultant's compensation for the services in the Agreement.

2. <u>Maximum Amount</u>. The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$125,498.01**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE:

. . . .

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (12/13/2023) to a new date of 12/13/2024.

D. <u>**CONVICTED FELON STATEMENT:**</u> The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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

F. <u>PRIOR TERMS BINDING</u>: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

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

Amendment No. 1 to the Professional Services Agreement between The City of Mandeville and High Tide Consultants, LLC Lift Stations 42 & 43 Upgrades Project

CITY OF MANDEVILLE BY: CLAY MADDEN, MAYOR R Executed on this _____ day of ____ 2023.

. .

FORM AND LEGALITY APPROVED:

Law Department By:

Printed Name: Elizabeth Scomert

HIGH TIDE CONSULTANTS, LLC

BY:

B. SHANE GUIN, P.E., PRINCIPAL

CORPORATE TAX I.D. 47.4333208

Page 3 of 3

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER BUSH AND SECONDED FOR ADOPTION BY COUNCIL MEMBER DANIELSON

RESOLUTION NO. 23-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC FOR THE LIFT STATIONS 42 & 43 UPGRADES AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City desires to amend the Professional Services Agreement with High Tide Consultants, LLC ("Consultant"), through which Consultant provides professional engineering services to the City for the Lift Stations 42 & 43 Upgrades Project, which has been in effect since December 13, 2021; and

WHEREAS, the December 13, 2021 Professional Services Agreement ("Agreement") is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

WHEREAS, the Amendment contemplates a one-year extension to the term of the agreement, resulting in the extension of the contract until December 13, 2024; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to extend the contract until December 13, 2024;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the December 13, 2021 Professional Services Agreement with High Tide Consultants, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Lift Stations 42 & 43 Upgrades Project.

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

AYES: 5 (Danielson, McGuire, Zuckerman, Bush, Kreller) NAYS:0 ABSTENTIONS:0 ABSENT:0

and the resolution was declared adopted this 26th day of October, 2023,

Kristine Scherer Clerk of Council

Jason Zuckerman Council Chairman

Executive Summary

City of Mandeville Council Meeting Agenda: 10/26/2023

Project: LS 42 & 43 Upgrades Budget Department: CAPITAL SEWER Budget Amount: FY'22 \$961k (Design and Construction) Resolution for: Amendment No. 1 for High Tide Consultants, LLC Contract Amount: \$125,498.01 Budget Adjustment Needed (Y/N): NO Councilmember Sponsor: Bush

Resolution Scope:

The amendment includes extending the Consultant's Agreement for an additional year from an original contract expiration date of December 13, 2023 to December 13, 2024 due to delays to the Consultant as a result of the City seeking and applying for outside funding through the EPA Lake Pontchartrain Basin Restoration Program. There is no change in fees or scope for the Agreement and therefore no budget adjustment is needed.

Project Scope:

The scope of work to be done at the lift stations is as follows: Remove and replace the internal components of the wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc., provide new emergency pump out (EPO) with a female camlock connector, EPO must be sized as part of the design, upgrade control panel (if necessary, would prefer SCADA compatibility), upgrade water service to include backflow presenter, BFP cover, and freeze-less hydrant, water service to be relocated inside the fence, by-pass pumping of lift station during construction.

Res 24-63

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

RESOLUTION NO. 24-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND KYLE ASSOCIATES, LLC FOR THE LIFT STATION A (MONTGOMERY AT DUPRE) AND LIFT STATION 27 (MANDEVILLE HIGH) UPGRADES PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on December 6, 2022, the City of Mandeville and Kyle Associates, LLC entered into a professional services agreement for professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. A (LS A) located at Montgomery at Dupre and Lift Station No.27 (LS No.27) located on Mandeville High Boulevard;

WHEREAS, the original Professional Services Agreement had a duration of two (2) years from the Effective Date of December 6, 2022;

WHEREAS, the City of Mandeville and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Project to the new day of December 6, 2025; and

WHEREAS, no additional design services are added to the Scope of Work, no fees are added to the Consultant's compensation for services, and there was no change to the total maximum aggregate amount payable by the City for the services performed under this Agreement.

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 Amendment No. 1 of the Professional Services Agreement with Kyle Associates, LLC.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND KYLE ASSOCIATES, LLC

COM PROJ. NO. 212.23.008 LIFT STATION A (MONTGOMERY @ DUPRE) AND LIFT STATION 27 (MANDEVILLE HIGH) UPGRADES PROJECT

THIS FIRST AMENDMENT (the "Amendment") is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the "City"), and <u>Kyle Associates, LLC</u> represented by <u>Christopher J. Hnatyshyn, Vice-President</u>, (the "Consultant"). The City and the Consultant are sometimes referred to as the "Parties". This Amendment is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on December 6, 2022 (the **"Agreement"**) to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. A (LS A) located at Montgomery at Dupre and Lift Station No. 27 (LS No. 27) located on Mandeville High Blvd;

WHEREAS, the original Agreement had a duration of two (2) years from the Effective Date of December 6, 2022; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Lift Stations A & 27 Upgrades Project (the "Project");

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

- A. <u>SERVICES</u>: The following design services are added to the Consultant Scope of Work for the Lift Stations A & 27 Upgrades Project:
 - 1. None.
- B. <u>COMPENSATION</u>:
 - 1. <u>Fees Added for the Lift Stations A & 27 Upgrades Project</u>. No fees are added to the Consultant's compensation for the services in the Agreement.
 - **2. Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of

\$137,727.00. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. <u>CONTRACT TIME AND SCHEDULE:</u>

1. Contract duration shall be extended for one (1) additional year from the end of the current contract expiration date (12/6/2024) to a new date of 12/6/2025.

D. <u>**CONVICTED FELON STATEMENT:**</u> The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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

F. <u>PRIOR TERMS BINDING</u>: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

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

CITY OF MANDEVILLE

BY: _____ CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2024.

KYLE ASSOCIATES, LLC

BY: ______ CHRISTOPHER J. HNATYSHYN, VICE-PRESIDENT

CORPORATE TAX I.D.

Res 24-64

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

RESOLUTION NO. 24-64

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 NEEL-SCHAFFER, INC FOR THE ROADWAY SAFETY IMPROVEMENTS IDIQ PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on December 10, 2020, the City of Mandeville approved GIS Engineering, LLC as a qualified consultant to provide engineering services on an as needed basis pursuant to a Request for Qualifications issued by the City on October 28, 2020;

WHEREAS, in 2023, the NEEL-SCHAFFER, INC performed a safety study consisting of high-level road safety analysis to develop low-cost safety improvements and/or traffic calming recommendations to reduce crashes and increase roadway & pedestrian safety along the corridors within the City of Mandeville;

WHEREAS, the City wishes to secure NEEL-SCHAFFER INC's professional services to implement roadway infrastructure and operational safety countermeasure improvements to reduce crashes and increase roadway safety along corridors within the City of Mandeville with an emphasis on the corridors and/or intersections evaluated under the City of Mandeville Safety Study Project or other corridors and intersections within the City limits identified as having safety issues on a task order basis; and

WHEREAS, the Agreement is attached and made part of this Resolution.

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 the attached Professional Services Agreement with NEEL-SCHAFFER, INC.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND NEEL-SCHAFFER, INC.

COM PROJ. NO. 700.24.001 CITY OF MANDEVILLE ROADWAY SAFETY IMPROVEMENTS IDIQ PROJECT

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized to act by virtue of Ordinance No. ______ (hereinafter referred to as the "City"), and Neel-Schaffer, Inc., a Mississippi business corporation with registered office in Louisiana at 10000 Perkins Rowe, Suite G360, Baton Rouge, LA 70810 represented by <u>Nick J.</u> Ferlito, Jr., P.E., PTOE, by virtue of the Opinion and Certificate of the Corporate Secretary of <u>Neel-Schaffer</u>, Inc. Regarding Contracting Authority issued on November 11, 2024 and his authority as Senior Vice President, (the "Consultant"). The City and the Consultant are sometimes collectively referred to as the "Parties." This Agreement is effective as of the date of execution by the City (the "Effective Date").

RECITALS

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

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

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE

- 1. Engineer's services will be detailed in a duly executed Task Order for each Phase of the Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided for each Phase of the Project. Basic, Supplemental and Additional Services that may be included in a Task Order.
- 2. This Agreement is not a commitment by Owner to Consultant to issue any Task Orders.
- 3. Scope is shown below in Section C Scope of Services.

B. TASK ORDER PROCEDURE

- 1. All Task Orders shall be approved by the City of Mandeville Department of Public Works. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- 2. Consultant will commence performance as set forth in the Task Order.
- 3. In the event of a change in availability or funds or a determination by the Owner that certain portions of professional services identified in any Task Order are no longer desired, Owner may issue a termination for all or a portion of the professional services identified therein in accordance with the termination procedures of this Agreement.

C. SCOPE OF SERVICES.

As part of a prior project in 2023, City Project No. 100.23.003, the Consultant performed a safety study which consisted of performing a high-level road safety analysis, using DOTD's CatScan Safety Analysis Tool, to develop low-cost safety improvements and/or traffic calming recommendations to reduce crashes and increase roadway & pedestrian safety along corridors within the City of Mandeville. Crash history data, pedestrian information, in addition to speeding and other traffic violation citation data, was obtained and analyzed on the local highway network using variations in crash statistics to identify possible roadway issues and to identify potential infrastructure and operations safety countermeasures for those corridors and intersections evaluated. As part of the scope for the previous safety study project the Consultant also evaluated the speeding and stop sign running citation data provided by the City of Mandeville Police Department along with the crash history data gathered to determine if there was any correlation between the two data sets. In addition, for the potential infrastructure and operations safety countermeasures identified by the study, the Consultant provided high level estimated improvement costs and safety benefit/cost ratios, in addition to determining estimated crash reductions.

The prior Safety Study Project performed evaluated the below listed City corridors / intersections:

Roadway Segments

- 1. Monroe Street (E. Causeway to Girod Street)
- 2. Cambronne Street (E. Causeway to Monroe Street)
- 3. Lafitte Street (US 190 to Lakeshore Drive)
- 4. Marigny Avenue (US 190 to Lakeshore Drive)
- 5. Lamarque Street (US 190 to Lakeshore Drive)
- 6. Jackson Avenue (US 190 to Lakeshore Drive)
- 7. Lakeshore Drive (West Beach Parkway to Jackson Avenue)
- 8. Girod Street (US 190 to Lakeshore Drive)
- 9. Heavens Drive (LA 22 to Dorado Drive)

10. Garden Avenue (W. Causeway to Neighborhoods)

11. Beau Rivage Drive

Intersections

- 1. Monroe Street at N/E/W Causeway Boulevard (includes Old Golden Shores entrance)
- 2. Monroe Street at Carondelet Street
- 3. Monroe Street at Wilkinson Street
- 4. Monroe Street at Lafayette Street
- 5. US 190 at Carondelet Street
- 6. US 190 median opening east of Causeway (Premier Center/Starbucks crossover)
- 7. E. Causeway at Cambronne Street
- 8. W. Causeway at Sandra Lee Drive / Florida Street
- 9. Lamarque Street at Montgomery Street
- 10. Livingston Street at Colbert Street
- 11. Montgomery Street at Foy Street
- 12. Heavens Drive at Garden Avenue

The Consultant shall provide professional services on a Task Order ("TO") basis to implement roadway infrastructure and operational safety countermeasure improvements to reduce crashes and increase roadway safety along corridors within the City of Mandeville with an emphasis on the corridors and/or intersections evaluated under the City of Mandeville Safety Study project (No. 100.23.003), or other corridors and intersections within the City limits identified to have safety issues by the City or other regulatory agency, in addition to any other betterments identified as the design scope progresses under each issued TO.

The Consultant shall perform the specific services and tasks as detailed more specifically in individual Task Orders (TOs) and shall be made a part of this contract. Refer to Attachment A, attached hereto, for a sample Task Order template, Consultant shall be required to execute a Task Order which shall specify the scope of services, contract compensation, and contract time for the completion of each task detailed therein. Consultant shall submit any deliverable(s) required under a TO by the due date established for each deliverable(s) by the City of Mandeville based on the Notice to Proceed date for the respective issued TO. The due date(s) for all deliverables shall be no later then the termination date of this Contract. Deliverables shall be in such format as required in each executed Task Order. Each executed TO shall be governed by the terms and conditions of this Agreement, unless explicitly modified by an individual TO.

It is the intent of this Agreement, with the exception of the items specifically listed to be furnished by the City, that Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the required scope of services of each Task Order. All items required to accomplish these results, whether or not specifically mentioned in this Agreement and/or TO, are to be furnished at a cost not to exceed the

maximum amount established for each TO under this Agreement. If an error or emission is detected by the Consultant in data provided to the Consultant by the City, Consultant shall notify the City and may request a suspension of contract time. In the event that contract time is not suspended, Consultant shall perform work only on those portions of the work unaffected by the error or omission.

Consultant is to perform each of the services and provide all deliverables as detailed more specifically in individual Task Orders (TOs) which shall be made a part of this contract.

A Notice to Proceed authorizing the Consultant to perform the specific tasks and functions outlined in the individual Task Orders will be issued by the City.

D. CONSULTANT'S STANDARD OF CARE.

The Consultant states that it has the requisite skills and expertise necessary to perform the Services. This statement of fact does not affect remedies available to the City for inaccuracy of a statement of fact.

Accordingly, the Consultant is expected to perform all services in a manner consistent with the same degree of care, skill and diligence as would be ordinarily exercised by competent practitioners of the same profession currently practicing under similar circumstances in the same geographical area or similar circumstances, and no provision of this contract or any document incorporated or referenced herein shall be interpreted to impose professional liability upon Consultant when Consultant's services are provided in accordance with this standard of care.

The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

Consultant shall perform the work in accordance with the terms of this contract under the direct supervision of the City Project Manager ("CPM") and/or Director of Public Works ("Director").

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

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

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

ARTICLE III. CONTRACT TIME AND SCHEDULE

A. **<u>DURATION</u>**: This Agreement, and any Task Order issued hereunder, shall commence on the Effective Date and shall remain in effect for a period of three (3) years. The services to be performed for each TO will be determined prior to the execution of the TO. Consultant shall initiate and proceed with the services required in each TO upon the Notice to Proceed ("NTP") date set in the executed TO. Consultant shall submit any deliverable(s) required under a TO by the due date established for each deliverable(s) by the PM and/or Director for that TO, as those due dates may be modified by the PM and/or Director through subsequently approved project schedules. The due date(s) for all deliverables shall be no later than the termination date set in the executed Task Order. The agreement will expire at the final payment for the last task order executed, or on the latest agreement's expiration date, whichever is later. No task order may be issued after the latest agreement's expiration date.

B. EXTENSION: This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by mutual agreement of the Parties by a duly executed written amendment on an annual basis for no longer than two (2) additional one-year periods.

C. **PROJECT SCHEDULE:** Time is of the essence in completing each Task Order, and all associated tasks required by this Agreement. The Consultant agrees to initiate the services as detailed in each Task Order immediately upon receipt of the written Notice to Proceed. Each

authorized Task Order issued shall include a time schedule for the completion of the overall Task Order scope of services and for the completion of all primary tasks, and associated phases, within the Task Order.

A revised schedule may be required on a Task Order basis, including without limitation after each primary task, and/or associated phases of work are completed, or with any approved plan change. For any slippage from the approved Task Order or overall project schedules, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

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

ARTICLE IV. COMPENSATION

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

For each individual City authorized Task Order the Consultant will be reimbursed based on an Hourly and Not-to-Exceed ("NTE") basis or Lump Sum amount for the specific services, tasks, and functions as detailed in the issued Task Orders, in addition to any other authorized expenses, both direct and indirect. The compensation amount for each Task Order shall be considered based on the cost ceiling inclusive all fees, costs and expenses of the Task Order. Each Task Order may include specific tasks and associated phases of work consisting of a combination of professional services, including but not limited to additional analysis, scoping, surveying, design, permitting, bidding, and/or construction administration duties. Compensation to Consultant for services rendered in connection with each TO may be made on an Hourly and NTE or Lump Sum basis and shall be subject to the maximum limitation stated in the TO. The maximum limitation for each TO will be determined based on negotiated works at the discretion of the City. The maximum fee amount for a specific Task Order shall not be exceeded without prior written approval by the City. If requested the Consultant shall provide Resident Inspection services on an Hourly basis as

needed.

Unless otherwise directed by the City, the Consultant will need to prepare and submit detailed proposals including a general overview of the recommended proposed roadway infrastructure and operational safety countermeasure improvements, and the associated estimated professional services fees by individual tasks, schedule of hourly rates by personnel classifications if applicable, and associated phases of work for City review and approval. For any services to be performed on an hourly basis, specific rates of compensation shall be established and acceptable to the Owner prior to the issuance of the TO.

If specific rates of compensation are established, Consultant may request to have such specific rates of compensation updated on yearly basis; provided however, that any resulting adjustment to the contract specific rates of compensation shall not be cause for an increase in the maximum compensation limitation imposed herein or in a specific TO.

Standard equipment or resources to be used in the provision of services rendered for a TO will not be considered for reimbursement as a direct expense. Requests for reimbursement of direct expenses must be accompanied by adequate supporting documentation. Failure to provide adequate supporting documentation may, in the Owner's sole discretion, result in a determination that such expenses are not eligible for reimbursement. A list of specialty vehicle or equipment with rates necessary to perform services shall be included in the fee proposals. Compensation for vehicle usage will be based on actual miles traveled directly and exclusively related to project needs. Reimbursable mileage expenses shall be at the current federal standard mileage rate.

B. <u>MAXIMUM AMOUNT</u>: The maximum aggregate amount payable by the City for all services performed for all issued Task Orders under this Agreement is **\$300,000.00**. The City has the right to increase or decrease the compensation.

C. <u>ACKNOWLEDGEMENTS</u>: The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

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

- 4. The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of this Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 5. Consultant acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.
- 6. In the event of a change in the City's statutory authority, mandate, and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

ARTICLE V. INVOICES

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

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

ARTICLE VI. INDEMNITY.

- **D. INDEMNITY:** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the "**Indemnified Parties**") harmless from and against: (1) any and all claims, demands, suits, judgments of sums of moneyto any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.
- E. <u>LIMITATION</u>: The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.
- F. <u>INDEPENDENT DUTY</u>: The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.
- G. <u>EXPENSES</u>: The Consultant will bear all expenses, including without limitation the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VII. INSURANCE

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

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- 2. *Automobile Liability*: ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
- **3.** *Workers' Compensation*: as required by the State of Louisiana, with StatutoryLimits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.
- 4. *Professional Liability (Errors and Omissions)*: with limits no less than \$1,000,000.00 per claim.

B. <u>OTHER INSURANCE PROVISIONS</u>: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. *Additional Insured Status*: The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage canbe provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
- 2. *Primary Coverage*: For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
- **3.** *Claims Made Policies*: If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimumof 5 years after the termination of this Agreement.
- 4. *Waiver of Subrogation*: The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the

payment of any loss under insurance required by this Agreement.

- **5.** *Notice of Cancellation*: Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
- 6. *Acceptability of Insurers*: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION.

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

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

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

A. **INDEPENDENT CONTRACTOR STATUS:** The Consultant is an independent

contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

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

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

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

ARTICLE X. NOTICES

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

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

If to the Consultant: Nick J. Ferlito, Jr., P.E., PTOE, Senior Vice President Neel-Schaffer, Inc. 10000 Perkins Rowe, Suite G360 Baton Rouge, LA 70810

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. <u>**TERMINATION**</u>: Termination of this contract may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the contract shall be immediate, and work shall cease at the time that written notice is served onto Consultant either in person or through Certified Mail. Consultant may terminate the Contract upon thirty (30) days written notice to the City either in person or through Certified Mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Consultant.

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

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

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

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

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

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

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

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

H. <u>GOVERNING LAW</u>: This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

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

J. <u>PERFORMANCE MEASURES</u>: The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requesteddocumentation (such as

records, receipts, invoices, insurance certificates, and computer- generated reports).

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

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

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

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

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

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

make the final determination whether the Consultant may accept the other employment.

P. <u>**CODE OF CONDUCT:**</u> Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City. Consultant recognizes that these provisions shall also apply to any subcontract Consultant will have with any other entity or person in performance with the related agreement.

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

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

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

T. <u>EMPLOYEE VERIFICATION</u>: The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i)

and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City asworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

U. <u>AMENDMENTS</u>: This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

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

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

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

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

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

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

CITY OF MANDEVILLE		
BY:		
CLAY MADDEN, MAYOR		
Executed on this	day of	, 2024.
NEEL-SCHAFFER, INC.		
BY:		
NICK J. FERLITO, JR., P.E., PTOE		
64-0671634		
CORPORATE TAX I.D.		

ATTACHMENT A ROADWAY SAFETY IMPROVEMENTS IDIQ PROJECT SAMPLE TASK ORDER TEMPLATE

ROADWAY SAFETY IMPROVEMENTS IDIQ PROJECT TASK ORDER NO. (ADD #)

As authorized by the Mandeville City Council on **DATE**, and in accordance with the agreement dated **DATE**, the Contractor is awarded this task order and obligated as follows:

- 1. Work Location and Scope
 - A. Title: <u>Roadway Safety Improvements IDIQ Task Order No. (ADD #)</u>
 - B. Description of Work / Deliverables:

2. Task Order Milestones:

Kickoff Meeting Date: TBD

NTP Date: TBD

Calendar Days to Substantial Completion: TBD

Calendar Days to Final Acceptance: 30

3. Total Estimated Value

The sum of all fees, costs and expenses, both direct and indirect, for the current task order is: **\$0.00 (** DOLLARS AND 00/100).

4. Attachments

A. Supplemental Drawings (Y/N): <u>N</u> No. of Sheets:

B. Other:

5. Execution

Prepared and Certified by City Engineer/Project Manager:

Signed: _____

Terms and Conditions: Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is:,			
Owner:	City of Mandeville	Consultant:	
Signed:		Signed:	
Name:	Keith LaGrange	Name:	
Title:	Director, Department of Public Works	Title:	
		License No.	

NEEL-SCHAFFER, INC.

OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY OF NEEL-SCHAFFER, INC. REGARDING CONTRACTING AUTHORITY

I, Edward J. Everitt do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of Neel-Schaffer, Inc., (the "Company"), a corporation duly organized and validly existing under the laws of the State of Mississippi, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), Nick J. Ferlito, Jr., PE, PTOE has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary up to the value of \$1,000,000.00 to complete the contracting process relating to the Contract for Roadway Safety IDIQ NSI PSA Project for the City of Mandeville, Louisiana.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Neel-Schaffer, Inc., on this 11th day of November, 2024.

By: <u>Edward J. Everitt</u> Corporate Secretary



Res 24-65

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

RESOLUTION NO. 24-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND VOLKERT, INC. FOR THE TCHEFUNCTE MARSH SHORELINE PROTECTION AND MARSH CREATION PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on December 13, 2021, the City of Mandeville and Volkert, Inc. entered into a professional services agreement for professional engineering services for design and permitting for the Tchefuncte Marsh Shoreline Protection and Marsh Creation project located between the Tchefuncte Ricer and Lewisburg, LA to provide shoreline protection and restore an eroding marsh;

WHEREAS, the City of Mandeville wishes to extend the Consultant's Agreement for an additional year from the contract expiration date to December 13, 2025 for Consultant to perform additional design services and continue performing the construction administration services for the project; and

WHEREAS, no additional design services are added to the Scope of Work, no fees are added to the Consultant's compensation for services, and there was no change to the total maximum aggregate amount payable by the City for the services performed under this Agreement.

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 the attached Amendment No. 2 of the Professional Services Agreement with Volkert, LLC.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND VOLKERT, INC.

Project No. 100.21.006 TCHEFUNCTE MARSH SHORELINE PROTECTION AND MARSH CREATION

THIS SECOND AMENDMENT (the "Amendment") is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the "City"), and Volkert, Inc., represented by Janet Evans, Vice President (the "Consultant"). The City and the Consultant are sometimes referred to as the "Parties". This Amendment is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on December 13, 2021 (the "Agreement") to provide professional engineering design and permitting services for the Tchefuncte Marsh Shoreline and Marsh Creation project located between the Tchefuncte River and Lewisburg, LA;

WHEREAS, the Agreement has a duration of two (2) years from the Effective Date of December 13, 2021; and

WHEREAS, Amendment No. 1 with an execution date of November 27, 2023 amended the Consultants original contract expiration date (12/13/2023) one (1) additional year to December 13, 2024, and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Tchefuncte Marsh Shoreline Protection and Marsh Creation project (the "Project");

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

- A. SERVICES: The following design services are added to the Consultant Scope of Work for the Tchefuncte Marsh Shoreline and Marsh Creation Project:
 - 1. None.

B. COMPENSATION:

1. <u>Fees Added for Tchefuncte Marsh Shoreline and Marsh Creation</u> <u>Project</u>. No fees are added to the Consultant's compensation for the services in the Agreement. 2. <u>Maximum Amount</u>. The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$443,665.00**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. <u>CONTRACT TIME AND SCHEDULE:</u>

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (12/13/2024) to a new date of 12/13/2025.

D. <u>**CONVICTED FELON STATEMENT</u>:** The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.</u>

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

F. <u>PRIOR TERMS BINDING</u>: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

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

CITY OF MANDEVILLE

BY: _____ CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2024.

VOLKERT, INC.

BY: _____

JANET EVANS, VICE-PRESIDENT

CORPORATE TAX I.D. <u>63-0247014</u>

Res 24-66

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER STRONG-THOMPSON AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____.

RESOLUTION NO. 24-66

A RESOLUTION AUTHORIZING ACCEPTANCE OF APPROPRIATED FUNDS THROUGH ACT 776 OF 2024 REGULAR LEGISLATIVE SESSION IN THE AMOUNT OF \$50,000.00 FROM THE STATE OF LOUISIANA DEPARTMENT OF TREASURY FOR THE CITY OF MANDEVILLE POLICE DEPARTMENT TO PURCHASE ENHANCED PORTABLE RADIOS AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT.

WHEREAS, the Legislature of the State of Louisiana has appropriated funds to the supplemental appropriations for Act #776 of the 2024 Regular Legislative Session; and

WHEREAS, the City of Mandeville is a recipient of an appropriation under Act #776 of the 2024 Regular Legislative Session and must execute a Cooperative Endeavor Agreement (CEA) with the Louisiana Department of Treasury; and

WHEREAS, the City of Mandeville will purchase Enhanced Portable Radios for the Mandeville Police Department with the appropriate funds through Act 776 of the 2024 Regular Legislative Session; and,

NOW THEREFORE BE IT RESOLVED that the City of Mandeville Council, does hereby authorize acceptance of funding for the City of Mandeville, Police Department Enhanced Portable Radios in the amount of Fifty Thousand Dollars (\$50,000.00).

BE IT FURTHER RESOLVED, the City of Mandeville Council does hereby authorize the Mayor of City of Mandeville to sign and execute the required cooperative endeavor agreement and any amendments thereof, and all of the necessary reports, requirements, assurances, contracts and any other documents.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

Contact Sheet Act 776 of the 2024 RLS

Please complete all sections:

Legal Name of Entity: City of Mandeville Police Department

Authorized Person: L. Clay Madden

Contact Person, if different: Melissia P. O'Neil

Telephone Number: 985-624-3138

Fax Number: 985-626-7929

Email Address: moneil@cityofmandeville.com

Fed Tax ID#: 72-6000876

LaGov Vendor #: 310008599

Physical Address: 1870 US-190; Mandeville, LA 70448

Mailing Address: 3101 East Causeway Approach; Mandeville, LA 70448

Legal Status of Entity *: Municipality

 * The legal status of the entity may be any of the following: Sole Proprietorship Partnership Limited Liability Company Municipality Local Governmental Authority Corporation Non-profit Corporation Non-Profit Religious Corporation

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and City of Mandeville Police Department officially domiciled at 1870 US-190; Mandeville, LA 70448, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 776 of the 2024 RLS contains a line item appropriation within the Agency's budget for the benefit of City of Mandeville Police Department of which the sum of **FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II SCOPE OF SERVICES

2.1 The Contracting Party shall: The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force. These radios will replace the aged radios that the force currently utilize giving the Mandeville Police Department the latest technologies like WiFi and Bluetooth.

2.2 Deliverables: The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force. These new radios will help the Mandeville Police Department better communicate out in the field on calls or in emergencies.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 -Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): Attachment E - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2024 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-Progress Report and Attachment D-Cost Report and any work product for compliance with the Scope of Services; and shall

- 1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- 2. Contact the Contracting Party to secure any missing deliverables;
- 3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
- 4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans:

PLAN A: Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

PLAN B: One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, another 25% advance payment will be made. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the 25% advance, the remaining 25% advance payment will be made. Payments to the Contracting Party shall be made by the State after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

PLAN C: Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as Attachment F, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2024 and June 30, 2025, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2025, MUST, under all circumstances, be received by the Agency no later than July 15, 2025, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2024 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2025.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6000876.

ARTICLE V TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII FISCAL FUNDING CLAUSE

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

ARTICLE XIII TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2025. There is no extension of the June 30, 2025 deadline without legislative action and approval.

ARTICLE XIV DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton	Rouge, Louisiana on theday of	, 20
WITNESSES:	DEPARTMENT OF THE TR STATE OF LOUISIANA	EASURY
	Agency Head or designee	
	Print Name and Title	
THUS DONE AND SIGNED AT	, Louisiana on the day, of	, 20 <u></u> .
WITNESSES:	Contracting Party	
Melissia P. O'Neil, Executive Assistant to Mayor	Authorized Person	
	L. Clay Madden, Mayor, City o	f Mandeville

ATTACHMENT A - PLAN 2024 Regular Legislative Session Schedule 20	NAME OF CONTRACTING PARTY: City of Mandeville Police Department
	NAME AND BRIEF NARRATIVE OF PROGRAM: The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force. These radios will replace the aged radios that the force currently utilize giving the Mandeville Police Department the latest technologies like WiFi and Bluetooth.
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program</u> : Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	Aeasures (Duplicate pages as needed for each goal identified). What are the this program. Indicate the expected outcomes/results for each goal. Explain how ieve expected outcomes, the person(s) responsible for implementing the activity, and
he intended broad, long-term results. Goals are lice Department will use the appropriated fur	clear statements of the general end purposes toward which efforts are directed.) ds to purchase Enhanced Portable Radios for the Police Force
 Program Objective(s) (Objectives are intermediate outcomes-specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number). The City of Mandeville Police Department will spend \$50,000.00 to purchase Enhanced Portable Radios for the Police Force by June 30, 2025. 	s accomplishing the goal, that identify the expected outcomes and results. The ortable Radios for the Police Force by June 30, 2025.
3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.) The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force. These new radios will help the Mandeville Police Department better communicate out in the field on calls or in emergencies.	ogram to meet the Program Objective.) anced Portable Radios for the Police Force. These new radios will help the es.
4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number). The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force.	tomers served. Specific quantifiable measures of progress, results actually achieved rcentage, a specific dollar amount or a number). hanced Portable Radios for the Police Force.

ATTACHMENT B-SUPPLEMENT

Business Plan Narrative Justification for Plan B or Plan C 2024 Regular Legislative Session

Schedule 20

City of Mandeville Police Department

	r 30, 2024	Schedule 20
ATTACHMENT C	Progress Report for the Period of July 1, 2024 to September 30, 2024	Act 776 of the 2024 RLS
	Progress Rep	I

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of Mandeville Police Department

Contact Name: Melissia P. O'Neil

Telephone: 985-624-3138

Goal: The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force	
Objective(s): The City of Mandeville Police Department will spend \$50,000.00 to purchase Enhanced Portable Radios for the Police Force by June 30, 2025.	
Activity(Activities) Performed: The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force. These radios will replace the aged radios that the force currently utilize giving the Mandeville Police Department the latest technologies like WiFi and Bluetooth.	
Performance Measure(s):	%, S amt. or number complete
The City of Mandeville Police Department will use the appropriated funds to purchase Enhanced Portable Radios for the Police Force.	1. 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

L. Clay Madden. Mayor. City of Mandeville Print Name and Title Date

ATTACHMENT B

Page 1

PROJECT BUDGET (2024-2025)

ACT 76 of the 2024 Regular Legislative Session

Mandeville

Police Radios

Anticipated Income or Revenue

Sources: (list all sources of revenue)	
1 State Appropriation	\$50,000
2	-
3	-
Total all sources	50,000.00

Anticipated Expenses

Expense Categories	<u>Total Amount</u> (see Footnote 1 below)	Amount Line Item Appropriation (see Footnote 2 below)
Gross Salaries(See Attachment B, Page 2)	· · · · · ·	, , , , , , , , , , , , , , , , , , ,
Related Benefits (Employer share)		
Travel		
Operating Services:		
Advertising		
Printing		
Insurance		
Maintenance of Equipment		
Maintenance of Office and Grounds		
Rentals		
Software licensing		
Dues and Subscriptions		
Telephones and Internet Service		
Postage		
Utilities		
Other		
Office Supplies		
Professional & Contract Services		
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)		
Acquisitions & Major Repairs	50,000.00	50,000.00
Total Use of the Appropriation		
	50,000.00	50,000.00

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT E

Disclosure and Certification Statement

2024 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Mandeville

Contractor's Mailing Address: 3101 East Causeway Approach; Mandeville, LA 70448

Name of Program: Mandeville Police Department

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

L. Clay Madden (Mayor) 3101 East Causeway Approach Mandeville, LA 70448 Jessica Farno (Finance Director) 3101 East Causeway Approach Mandeville, LA 70448

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

L. Clay Madden (Mayor) 3101 East Causeway Approach Mandeville, LA 70448 Todd Schliem (Police Chief) 1870 US-190 Mandeville, LA 70448

Jessica Farno (Finance Director) 3101 East Causeway Approach Mandeville, LA 70448

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the State to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

L. Clay Madden, Mayor, City of Mandeville

Print Name and Title

Form	W-	9
(Rev. N		
Departr	nent of	the Treasur
Internal	Reven	Je Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Fo.	m, below.
---	-----------

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

3a Check the appropriate box for only one of the following seve	federal tax classification of the entity/individual whose name is e n boxes.	ntered on line 1, Check	4 Exemptions (codes apply only to certain entities, not individuals;
Individual/sole proprietor	C corporation S corporation Partnershi	p 🗌 Trust/estate	see instructions on page 3):
[- · · · · · · · · · · · · · · · · · ·	cation ($C = C$ corporation, $S = S$ corporation, $P = Partnership$) is above and, in the entry space, enter the appropriate code (C, S,	or D) for the tay	Exempt payee code (if any)
	inless it is a disregarded entity. A disregarded entity should instea on of its owner,	d check the appropriate	Exemption from Foreign Account Tax Compliance Act (FATCA) reporting
Other (see instructions)	GOVERNMENT/MUNICIPALITY OF LOL	JISIANA	code (if any)
and you are providing this for	tnership" or "Trust/estate," or checked "LLC" and entered "P" as m to a partnership, trust, or estate in which you have an owne n partners, owners, or beneficiaries. See instructions		(Applies to accounts maintained outside the United States.)
	apt. or suite no.). See instructions.	Requester's name	and address (optional)
	(PPROACH		
3101 EAST CAUSEWAY			
6 City, state, and ZIP code			
6 City, state, and ZIP code MANDEVILLE, LA 70448	ntionall		
6 City, state, and ZIP code	ptional)		
6 City, state, and ZIP code MANDEVILLE, LA 70448 7 List account number(s) here (c	ptional) cation Number (TIN)		

TIN, later. **Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2.1 am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part 11, later.

Sign Here	Signature of U.S. person	Date	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification. New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form.W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Employer identification number

0 0

8 7

6

7 2

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

A RESOLUTION AUTHORIZING ACCEPTANCE OF APPROPRIATED FUNDS THROUGH ACT 776 OF 2024 REGULAR LEGISLATIVE SESSION IN THE AMOUNT OF \$50,000.00 FROM THE STATE OF LOUISIANA DEPARTMENT OF TREASURY FOR THE CITY OF MANDEVILLE POLICE DEPARTMENT TO PURCHASE ENHANCED PORTABLE RADIOS AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT.

WHEREAS, the Legislature of the State of Louisiana has appropriated funds to the supplemental appropriations for Act #776 of the 2024 Regular Legislative Session; and

WHEREAS, the City of Mandeville is a recipient of an appropriation under Act #776 of the 2024 Regular Legislative Session and must execute a Cooperative Endeavor Agreement (CEA) with the Louisiana Department of Treasury; and

WHEREAS, the City of Mandeville will purchase Enhanced Portable Radios for the Mandeville Police Department with the appropriate funds through Act 776 of the 2024 Regular Legislative Session; and,

NOW THEREFORE BE IT RESOLVED that the City of Mandeville Council, does hereby authorize acceptance of funding for the City of Mandeville, Police Department Enhanced Portable Radios in the amount of Fifty Thousand Dollars (\$50,000.00).

BE IT FURTHER RESOLVED, the City of Mandeville Council does hereby authorize the Mayor of City of Mandeville to sign and execute the required cooperative endeavor agreement and any amendments thereof, and all of the necessary reports, requirements, assurances, contracts and any other documents.

Having been submitted to a vote resulted as follows:

YEAS:

NAYS:

ABSENT:

The Resolution was declared adopted on the _____ day of _____, 20____.

Res 24-67

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER STRONG-THOMPSON AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____.

RESOLUTION NO. 24-67

A RESOLUTION AUTHORIZING ACCEPTANCE OF APPROPRIATED FUNDS THROUGH ACT 776 OF 2024 REGULAR LEGISLATIVE SESSION IN THE AMOUNT OF \$350,000.00 FROM THE STATE OF LOUISIANA DEPARTMENT OF TREASURY FOR THE CITY OF MANDEVILLE POLICE DEPARTMENT TO PURCHASE A HIGH-WATER RESCUE VEHICLE AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT.

WHEREAS, the Legislature of the State of Louisiana has appropriated funds to the supplemental appropriations for Act #776 of the 2024 Regular Legislative Session;

WHEREAS, the City of Mandeville is a recipient of an appropriation under Act #776 of the 2024 Regular Legislative Session and must execute a Cooperative Endeavor Agreement (CEA) with the Louisiana Department of Treasury; and

WHEREAS, the City of Mandeville will purchase a High-Water Rescue Vehicle for the Mandeville Police Department with the appropriate funds through Act 776 of the 2024 Regular Legislative Session.

NOW THEREFORE BE IT RESOLVED that the City of Mandeville Council, does hereby authorize acceptance of funding for the City of Mandeville, Police High-Water Rescue Vehicle in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00).

BE IT FURTHER RESOLVED, the City of Mandeville Council does hereby authorize the Mayor of City of Mandeville to sign and execute the required cooperative endeavor agreement and any amendments thereof, and all of the necessary reports, requirements, assurances, contracts and any other documents.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

Contact Sheet Act 776 of the 2024 RLS

Please complete all sections:

Legal Name of Entity: City of Mandeville Police Department

Authorized Person: L. Clay Madden

Contact Person, if different: Melissia P. O'Neil

Telephone Number: 985-624-3138

Fax Number: 985-626-7929

Email Address: moneil@cityofmandeville.com

Fed Tax ID#: 72-6000876

LaGov Vendor #: 310008599

Physical Address: 1870 US-190; Mandeville, LA 70448

Mailing Address: 3101 East Causeway Approach; Mandeville, LA 70448

Legal Status of Entity *: Municipality

 * The legal status of the entity may be any of the following: Sole Proprietorship Partnership Limited Liability Company Municipality Local Governmental Authority Corporation Non-profit Corporation Non-Profit Religious Corporation

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and City of Mandeville Police Department officially domiciled at 1870 US-190; Mandeville, LA 70448, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 776 of the 2024 RLS contains a line item appropriation within the Agency's budget for the benefit of City of Mandeville Police Department of which the sum of **THREE HUNDRED FIFTY THOUSAND AND 00/100 (\$350,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: City of Mandeville Police Department plans to purchase a "high water" vehicle and needed rescue equipment to use in search and rescue during a high water/high tide/storm surge event.;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

For public or quasi-public entities which are recipients under Acts of the 2024 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-Progress Report and Attachment D-Cost Report and any work product for compliance with the Scope of Services; and shall

1.	Compare the Reports to Goals/Results and Performance Measures outlined in
	this Agreement to determine the progress made;

- 2. Contact the Contracting Party to secure any missing deliverables;
- 3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
- 4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans:

PLAN A: Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

PLAN B: One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, another 25% advance payment will be made. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the 25% advance, the remaining 25% advance payment will be made. Payments to the Contracting Party shall be made by the State after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

PLAN C: Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2024 and June 30, 2025, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2025, MUST, under all circumstances, be received by the Agency no later than July 15, 2025, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2024 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2025.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6000876.

ARTICLE V TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII FISCAL FUNDING CLAUSE

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

ARTICLE XIII TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2025. There is no extension of the June 30, 2025 deadline without legislative action and approval.

ARTICLE XIV DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge,	Louisiana on theday of	_, 20
WITNESSES:	DEPARTMENT OF THE TREASURY STATE OF LOUISIANA	
	Agency Head or designee	_
	Print Name and Title	
THUS DONE AND SIGNED AT, Louis	iana on the day, of	, 20
WITNESSES:	Contracting Party	
Melissia P. O'Neil, Executive Assistant to Mayor	Authorized Person	

ATTACHMENT A - PLAN 2024 Regular Legislative Session Schedule 20	NAME OF CONTRACTING PARTY: City of Mandeville Police Department
	NAME AND BRIEF NARRATIVE OF PROGRAM: City of Mandeville Police Department plans to purchase a "high water" vehicle and needed rescue equipment to use in search and rescue during a high water/high tide/storm surge event. The City sits along Lake Pontchartrain and has had several high water rescue events over the years.
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	Measures (Duplicate pages as needed for each goal identified). What are the or this program. Indicate the expected outcomes/results for each goal. Explain how hieve expected outcomes, the person(s) responsible for implementing the activity, and
he intended broad, long-term results. Goals are Department plans to purchase a "high water"	clear statements of the general end purposes toward which efforts are directed.) vehicle and needed rescue equipment to use in search and rescue during a high water/high
 Program Objective(s) (Objectives are intermediate outcomes-specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number). City of Mandeville Police Department plans to purchase a "high water" vehicle and rescue equipment to use in search and rescue during a high water/high tide/storm surge event. Gity of Mandeville Police Department plans to purchase a "high water" vehicle and rescue equipment to use in search and rescue during a high water/high tide/storm surge event. 	as accomplishing the goal, that identify the expected outcomes and results. The cue equipment to use in search and rescue during a high water/high tide/storm
3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a l	services within a program to meet the Program Objective.)
City of Mandeville Police Department plans to purchase a "high water" vehicle and needed rescue equipment to use in search and rescue during a high water/high tide/storm surge event. Being able to have this vehicle will allow the Mandeville Police Department to access road that a normal car/suv/truck is unable to access. Having this access allows for the rescue of residents from their homes and/or businesses.	vehicle and needed rescue equipment to use in search and rescue during a high water/high (andeville Police Department to access road that a normal car/suv/truck is unable to access. nd/or businesses.
 4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number). 1. The high water vehicle will be used during high water/high tide/storm surge events that flood the streets along the Lake Pontchartrain and neighboring street to rescue residents from homes/businesses that would be trapped while streets were flooded. 2. 3. 	stomers served. Specific quantifiable measures of progress, results actually achieved ercentage, a specific dollar amount or a number). flood the streets along the Lake Pontchartrain and neighboring street to rescue

ATTACHMENT B-SUPPLEMENT

<u>Business Plan</u>

Narrative Justification for Plan B or Plan C 2024 Regular Legislative Session

Schedule 20

City of Mandeville Police Department

Schedule 20 Progress Report for the Period of July 1, 2024 to September 30, 2024 ATTACHMENT C Act 776 of the 2024 RLS

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of Mandeville Police Department

Contact Name: Melissia P. O'Neil

Telephone: 985-624-3138

			%, S amt. or number complete 2. 3.	
Goal: City of Mandeville Police Department plans to purchase a "high water" vehicle and needed rescue equipment to use in search and rescue during a high water/high tide/storm surge event.	Objective(s): 1. City of Mandeville Police Department plans to purchase a "high water" vehicle and rescue equipment to use in search and rescue during a high water/high tide/storm surge event. 2. 3.	Activity(Activities) Performed: City of Mandeville Police Department plans to purchase a "high water" vehicle and needed rescue equipment to use in search and rescue during a high water/high tide/storm surge event. The City sits along Lake Pontchartrain and has had several high water rescue events over the vears.	Performance Measure(s): 1. The high water vehicle will be used during high water/high tide/storm surge events that flood the streets along the Lake Pontchartrain and neighboring street to rescue residents from homes/businesses that would be trapped while streets were flooded. 2. 3.	

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

 I. Clay Madden, Mayor, City of Mandeville
 Date

 Print Name and Title
 Date

ATTACHMENT B

Page 1

PROJECT BUDGET (2024-2025)

ACT 776 of the 2024 Regular Legislative Session

Mandeville

Rescue vehicle and equipment

Anticipated Income or RevenueSources: (list all sources of revenue)1 State Appropriation23-3Total all sources350,000.00

Anticipated Expenses

		Amount Line Item
Expense Categories	Total Amount	Appropriation
	(see Footnote 1 below)	(see Footnote 2 below)
Gross Salaries(See Attachment B, Page 2)		
Related Benefits (Employer share)		
Travel	-	
Operating Services:		
Advertising		
Printing		
Insurance		
Maintenance of Equipment		
Maintenance of Office and Grounds		
Rentals		
Software licensing		
Dues and Subscriptions		
Telephones and Internet Service		
Postage		
Utilities		
Other		
Office Supplies		
Professional & Contract Services		
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)		
Acquisitions & Major Repairs	350,000.00	350,000.00
Total Use of the Appropriation		
	350,000.00	350,000.00

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT E

Disclosure and Certification Statement

2024 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Mandeville

Contractor's Mailing Address: 3101 East Causeway Approach; Mandeville, LA 70448

Name of Program: Mandeville Police Department

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

L. Clay Madden (Mayor) 3101 East Causeway Approach Mandeville, LA 70448 Jessica Farno (Finance Director) 3101 East Causeway Approach Mandeville, LA 70448

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

L. Clay Madden (Mayor) 3101 East Causeway Approach Mandeville, LA 70448 Todd Schliem (Police Chief) 1870 US-190 Mandeville, LA 70448

Jessica Farno (Finance Director) 3101 East Causeway Approach Mandeville, LA 70448

+

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the State to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

L. Clay Madden, Mayor, City of Mandeville

Print Name and Title

Form	N-9
(Rev. Ma	arch 2024)
Departm	ent of the Treasur
Internal	Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the aquestar De not

Departm	nent of the Treasury Revenue Service	Go to www.irs.gov/FormW9 for ins				m.				to the		
Before	you begin. For guida	ance related to the purpose of Form W-9, see F	Purpose of Form, below									
	 Name of entity/indivi entity's name on line 	dual. An entry is required. (For a sole proprietor or dis 2.)	regarded entity, enter the	owner's na	ame (on line	1, and e	inter th	e busir	ness/di	srega	rded
	CITY OF MANDEV	ILLE										
	2 Business name/disre	garded entity name, if different from above.										
page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):								
LO	Individual/sole proprietor C corporation S corporation Partnership Trust/estate LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.				Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)							
Print or type. See Specific Instructions on page												
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backup resider	o withholding. For indi nt alien, sole proprieto s, it is your employer i	riate box. The TIN provided must match the na viduals, this is generally your social security nu r, or disregarded entity, see the instructions for dentification number (EIN). If you do not have a	mber (SSN). However, Part I, later. For other	for a	or		- dentifi	cation	[er		
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Under	penalties of perjury, I	certify that:										
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related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

A RESOLUTION AUTHORIZING ACCEPTANCE OF APPROPRIATED FUNDS THROUGH ACT 776 OF 2024 REGULAR LEGISLATIVE SESSION IN THE AMOUNT OF \$350,000.00 FROM THE STATE OF LOUISIANA DEPARTMENT OF TREASURY FOR THE CITY OF MANDEVILLE POLICE DEPARTMENT TO PURCHASE A HIGH-WATER RESCUE VEHICLE AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT.

WHEREAS, the Legislature of the State of Louisiana has appropriated funds to the supplemental appropriations for Act #776 of the 2024 Regular Legislative Session; and

WHEREAS, the City of Mandeville is a recipient of an appropriation under Act #776 of the 2024 Regular Legislative Session and must execute a Cooperative Endeavor Agreement (CEA) with the Louisiana Department of Treasury; and

WHEREAS, the City of Mandeville will purchase a High-Water Rescue Vehicle for the Mandeville Police Department with the appropriate funds through Act 776 of the 2024 Regular Legislative Session; and,

NOW THEREFORE BE IT RESOLVED that the City of Mandeville Council, does hereby authorize acceptance of funding for the City of Mandeville, Police High-Water Rescue Vehicle in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00).

BE IT FURTHER RESOLVED, the City of Mandeville Council does hereby authorize the Mayor of City of Mandeville to sign and execute the required cooperative endeavor agreement and any amendments thereof, and all of the necessary reports, requirements, assurances, contracts and any other documents.

Having been submitted to a vote resulted as follows:

YEAS:

NAYS:

ABSENT:

The Resolution was declared adopted on the _____ day of _____, 20____.

Res 24-68

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

RESOLUTION NO. 24-68

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 GIS ENGINEERING, LLC FOR LIFT STATION 28, LIFT STATION G, AND LIFT STATION H UPGRADES PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on December 10, 2020, the City of Mandeville approved GIS Engineering, LLC as a qualified consultant to provide engineering services on an as needed basis pursuant to a Request for Qualifications issued by the City on October 28, 2020;

WHEREAS, the City of Mandeville requires professional services for the design, permitting, bidding, construction administration, and inspection (if requested) for Lift Station No. 28 (Roquette Lodge) located along Highway 22, Lift Station G (Castine Point), and Lift Station H (Hermitage on Lake Subdivision) located on Massena Street;

WHEREAS, GIS Engineering, LLC submitted a proposed fee schedule and scope of work for the Project dated November 9, 2024; and

WHEREAS, the Agreement is attached and made part of this Resolution.

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 the attached Professional Services Agreement with GIS Engineering, LLC.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

PROFESSIONAL SERVICES AGREEMENT BETWEEN

THE CITY OF MANDEVILLE AND GIS ENGINEERING, LLC

COM PROJ. NO. 212.25.001 LIFT STATION 28 (HWY. 22 BY ROQUETTE LODGE), LIFT STATION G (CASTINE POINT) AND LIFT STATION H (HERMITAGE ON THE LAKE SUBDIVISION ON MASSENA STREET) UPGRADES PROJECT

THIS AGREEMENT (the "**Agreement**") is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana represented by Mayor Clay Madden, duly authorized to act by virtue of Ordinance No._____ (the "**City**"), and GIS Engineering, LLC, a Louisiana Limited Liability Company domiciled at 18838 Highway 3235, Galliano, Louisiana, 70354, represented by <u>Mr. Benjamin Malbrough, duly authorized to act by virtue of Corporate Resolution No. 2023-03 and his authority as Vice-President</u>, (the "**Consultant**"). The City and the Consultant are sometimes collectively referred to as the "**Parties**." This Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

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

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated <u>November 9, 2024</u> (the "Consultant's Proposal"), and the City accepted the Consultant's Proposal;

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

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The Consultant shall provide professional services for design, permitting, bidding,

construction administration, and inspection (if requested) for Lift Station No. 28 (Roquette Lodge) located along Hwy. 22, Lift Station G (Castine Point), and Lift Station H (Hermitage on Lake Subdivision) located on Massena Street. The scope of work to be done at the lift stations is as follows:

- Remove and replace the internal components of the wet wells such as discharge piping, check/gate valves, pumps, rails, supports, vent, pump controls (floats), etc. Where feasible new piping & valves to be installed above ground.
- Upgrade control panels to be SCADA compliant with generator connections. New control panels at Lift Stations G & 28 to be mounted on new utility service racks. For Lift Station H, new control panel to be elevated and replaced with a new panel similar to the existing panel with a generator connection and to be SCADA compliant if feasible. For Lift Station 28, relocate new control panel closer in proximity to the existing power pole at site if feasible.
- Install new wet well coating / liners. For Lift Station 28 evaluate if upstream manhole to be lined and sealed around casting.
- Replace wet well access hatch at Lift Station H.
- Provide new emergency pump outs (EPOs) with a female camlock connectors. EPOs must be sized as part of the design.
- Upgrade water services to include backflow preventers and BFP covers.
- Evaluate odor control options and install odor control units.
- Evaluate options to replace electrical services from single-phase to 3-phase, and incorporate into design where feasible.
- Replace wood fence (Cedar) at Lift Station H with metal posts at corners and around perimeter.
- Restore access drive at Lift Station H and replace drain line crossing.
- Widen and improve turning radius of concrete access drive at Lift Station 28.
- By-pass pumping of lift stations during construction.
- Stipulate contractor to deliver any removed control panels, pumps, pump controls (floats), and rails to City Public Works.

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

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

responsible for the design.

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

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

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

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

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

The Consultant shall prepare and submit complete detailed construction contract specifications and bid documents along with a revised construction cost estimate of the project to the Department. Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant.

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

In addition, the Consultant shall obtain all data and furnish all services required during the

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

The Consultant shall attend up to 3 public meetings, as required. The Consultant shall provide displays appropriate for public meetings and shall provide a meeting summary following each meeting. The Consultant shall attend coordination meetings with the Department and other stakeholders. The Consultant shall provide all relevant project information to support conduct of these coordination meetings and provide a meeting summary following each meeting, as directed. The costs of which are included in the lump sum or not to exceed fee specified hereunder.

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

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

Phase I.	Survey (As Needed)
Phase II.	Preliminary Design
Phase III.	Environmental Study (Not Used)
Phase IV(a).	Final Design
Phase IV(b).	Bid & Award
Phase V(a).	Construction Administration
Phase V(b).	Construction Closeout
Phase V(c)	Inspection, Reporting, and Verification (if requested by City)
Phase VI(a)	Permitting

PHASE I. SURVEY (AS NEEDED)

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

consultant and provide the information collected to the Consultant.

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

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

PHASE II. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)

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

60% Design Submittal

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

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

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

The Engineer's 60% Design Submittal shall include:

- Preliminary Design Report
- Incorporate and address all entities previous comments into current design
- Complete Topo Survey information is to be shown on Plan/Profile drawings
- Set of Project specifications
- Latest Construction Cost estimate
- Submit two (2) full size sets (22x34) with all electronic files (CAD & PDF)

Engineer shall submit 60% Design submittal with an updated construction cost estimate within the number of calendar days as stipulated under Article III Contract Time and Schedule.

90% Design Submittal

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

The Engineer's 90% Design Submittal shall include:

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

Consultant shall submit 90% Design submittal with an updated construction cost estimate within the number of calendar days as stipulated under Article III Contract Time and Schedule.

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

Phase II Deliverables:

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

3. 90% Design Submittal with accepted updated construction cost estimate

PHASE III. ENVIRONMENTAL STUDY (NOT USED)

PHASE IV(a). FINAL DESIGN

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

- After the Phase II 90% Design Submittal review comments have been received, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit three (3) sets of revised full size 22-inches by 34-inches hard copies and electronic files to the Department. These shall be stamped "Advance Check."
- A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
- The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the "Advance Check" prints, to the Department for review. A revised construction cost estimate, a detailed traffic control plan, and a permanent pavement marking and signing plan shall be submitted at this time (if applicable). Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City for specifications, contract documents, and cost estimates.
- Upon receipt of the Department's comments pertaining to plans and specifications, the Consultant shall revise and complete the final contract plans and specifications.

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

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

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

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

Phase IV(a) Deliverables:

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

PHASE IV(b). BID & AWARD

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

Phase IV(b) Deliverables:

- 1. Pre-bid Conference Meeting Minutes
- 2. Addenda, Questions and Answer Responses
- 3. Bid Opening Meeting Minutes
- 4. Certified Bid Tabulation
- 5. Award Letter Recommendation Letter

PHASE V(a). CONSTRUCTION ADMINISTRATION

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

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shop drawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as

necessary

- Assist with technical issues arising during construction
- Attend progress meetings and prepare meeting agenda and minutes
- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)
- Evaluate and coordinate with City regarding acceptability of substitute or "orequal" materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoices and recommend payment
- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the Department in Project close out activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Consultant shall coordinate with the Construction Contractor on monthly pay request within after the end of the reporting period. The preparation of the Construction Contractor's

monthly pay request consists of coordinating with the Construction Contractor on quantities in place and submitting to the Department completed pay request form (signed by the Construction Contractor and the Consultant) and form Weather and Working Day Report (signed by the Construction Contractor and the Consultant).

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

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

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

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

When notified by the Construction Contractor that, in its opinion, all items of work required by the Agreement has been completed, the Consultant shall make a final inspection of the Work, including any tests of operation. The Consultant shall conduct and invite all stakeholders to the final inspection. If the Consultant finds all things are satisfactory after completion of this inspection, the Consultant shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor.

Phase V(a) Deliverables:

- 1. Project Schedule
- 2. Field Orders with ICE or CA Documentation
- 3. Construction Field Records
- 4. Certified Monthly Construction Pay Requests with Cover Letter, Construction Schedule Updates, and Weather and Working Day Reports

- 5. Plan Change Requests
- 6. Non-Conforming Materials Notifications
- 7. Recommendation for Approval of Testing Laboratory Pay Request
- 8. Man-Hours Breakdown Report
- 9. Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor
- 10. Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications
- 11. Develop a Substantial Completion Punch-list with Associated Costs
- 12. Final Inspection Report with Project Acceptance Recommendation
- 13. Final Overrun/ Under run Statement

PHASE V(b). CONSTRUCTION CLOSE OUT

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

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

Phase V(b) Deliverables:

- 1. As-Built Drawings
- 2. Final Inspection Report with Project Acceptance Recommendation
- 3. Final Overrun/Under run Statement
- 4. One (1) Year Warranty Inspection Report

PHASE V(c). INSPECTION, REPORTING, AND VERIFICATION (IF REQUESTED)

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

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during

construction

- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public

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

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

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

The Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed. The Consultant shall review and forward the Construction Contractor's monthly updated schedule of work with the partial payment requests and weather reports to the project Engineer Consultant.

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

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

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

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

PHASE VI(a). PERMITTING

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

a. Louisiana Department of Health and Hospitals

B. CONSULTANT'S STANDARD OF CARE

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

ARTICLE II. THE CITY'S OBLIGATIONS

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
 - 1. GIS/CAD files of:
 - a. Street Assets for reference;
 - b. Utility and unit sheets (if available)
 - c. As-built drawings (if available)
 - d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
 - e. Provide any other standard plans and details that may be relevant for use on the Project; and
 - f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and

conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

ARTICLE III. CONTRACT TIME AND SCHEDULE

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

B. EXTENSION: This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by mutual agreement of the Parties by a duly executed written amendment on an annual basis for no longer than one (1) one-year period. Any further extensions will require approval by the City Council.

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

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

E. <u>PHASE II PRELIMINARY DESIGN</u>: The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED AND FIFTY (150)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. <u>PHASE IV(a) FINAL DESIGN</u>: The services to be performed during the Final Design Phase shall be completed within FORTY-FIVE (45) calendar days from the date of issuance of the Notice to Proceed for this phase.

G. <u>PHASE IV(b) BID AND AWARD</u>: The services to be performed during the Bid and

Award Phase shall be completed within **FORTY-FIVE (45)** calendar days from the date of issuance of the Notice to Proceed for this phase.

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

ARTICLE IV. COMPENSATION

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

PHASE I	Survey (As Needed)	\$7,165.00	(Lump Sum)
PHASE II	Preliminary Design	\$49,733.00	(Lump Sum)
PHASE III	Environmental Study (Not Used)		
PHASE IV(a)	Final Design	\$24,867.00	(Lump Sum)
PHASE IV(b)	Bid & Award	\$4,973.00	(Lump Sum)
PHASE V(a) & V(b)	Construction Administration & Closeout	\$19,893.00	(Lump Sum)
PHASE V(c)	Inspection, Reporting, & Verification (if requested by the City)	\$91,200.00	(Hourly, NTE)
PHASE VI(a)	Permitting	\$5,200.00	(Hourly, NTE)

B. <u>MAXIMUM AMOUNT</u>: The maximum aggregate amount payable by the City forall services performed under this Agreement is **\$203,031.00**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.0 and will apply to Phases 1 through V in this Agreement. No adjustment if the contract award meets or exceeds 90% of the Estimated Construction Cost but does not exceed by 10% the Estimated Construction Cost. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not

exceed the maximum aggregate amount payable at any time.

C. <u>ACKNOWLEDGEMENTS</u>: The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

- 1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
- 2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
- 3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.
- 4. The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of this Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 5. Consultant acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.
- 6. In the event of a change in the City's statutory authority, mandate, and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal

authority.

ARTICLE V. INVOICES

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

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

ARTICLE VI. INDEMNITY.

A. **INDEMNITY:** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the "**Indemnified Parties**") harmless from and against: (1) any and all claims, demands, suits, judgments of sums of moneyto any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement except where such claims arise out of the negligence or misconduct of the City or a third party; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement to the extent not caused by City's failure to pay Consultant under this Agreement.

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

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

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

ARTICLE VII. INSURANCE

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

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

B. <u>OTHER INSURANCE PROVISIONS</u>: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*: The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to becovered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage canbe provided in the form of an endorsement to the Consultant's insurance (at least as broad as

ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.

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

ARTICLE VIII. NON – DISCRIMINATION.

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

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

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

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

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

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

D. <u>WAIVER OF BENEFITS</u>: The Consultant, as an independent contractor, will not

receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE X. NOTICES

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

If to the City:	Director, Department of Public Works City of Mandeville 1100 Mandeville High Blvd Mandeville, La 70471			
	&			
	City Attorney City of Mandeville 3101 East Causeway Approach			
	Mandeville, LA 70448			
	&			
If to the Consultant:	Mr. Benjamin Malbrough, Vice-President			
GIS Engineering, LLC.				
	18838 Highway 3235			
	Galliano, Louisiana, 70354			

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. <u>**TERMINATION**</u>: Termination of this contract may be made by the City at any time, with or without cause, upon written notice to the Consultant. Termination of the contract shall be immediate, and work shall cease at the time that written notice is served onto Consultant either in person or through Certified Mail. Consultant may terminate the Contract upon thirty (30) days written notice to the City either in person or through Certified Mail. Any work performed is to be

paid by the City up until time of termination, and all work paid for must be completed by Consultant.

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

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

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

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

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

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

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

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

H. <u>GOVERNING LAW</u>: This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

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

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

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

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

L. <u>RULES OF CONSTRUCTION</u>: Neither party will be deemed to have drafted this

Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender

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

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

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

P. <u>**CODE OF CONDUCT:**</u> Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City. Consultant recognizes that these provisions shall also apply to any subcontract Consultant will have with any other entity or person in performance with the related agreement. The Consultant agrees to provide to the City asworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

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

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

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

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

U. <u>AMENDMENTS</u>: This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

V. <u>NON – SOLICITATION STATEMENT</u>: The Consultant swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other

consideration contingent upon or resulting from this Agreement

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

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

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

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

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

CITY OF MANDEVILLE BY:_____ CLAY MADDEN, MAYOR

Executed on this ______ day of _____, 2024.

GIS ENGINEERING, LLC

BY: BENJAMIN MALBROUGH, VICE-PRESIDENT

CORPORATE TAX I.D.



4171 Essen Lane | Suite 700 Baton Rouge, LA 70809 P: (225) 408-0700 | F: (225) 408-0712 www.gisyeng.com

November 6, 2024

City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448

Attention:Mayor Clay MaddenSubject:Contract Proposal for Professional Engineering ServicesReference:Lift Station 28 (HWY 28 by Rouquette Lodge), Lift Station G (Castine Point), and Lift Station H
(Hermitage on the Lake Subdivision on Massena Street) Upgrades Project

Mr. Mayor:

In accordance with your Letter of Intent dated October 1, 2024, GIS Engineering, LLC (GIS) is pleased to submit this proposal to provide Professional Engineering Services to the City of Mandeville (City) for the Survey, Preliminary and Final Design, Permitting, Bid & Award, Construction Administration and Closeout, Inspection, and Permitting on the above referenced project.

During our meeting on October 21, 2024, GIS and City personnel discussed the project scope of work to rehabilitate each of the sewer lift stations as follows:

- Remove and replace the internal components of the wet wells such as discharge piping, check/gate valves, pumps, rails, supports, vent, pump controls (floats), etc. Where feasible new piping & valves to be installed above ground.
- Upgrade control panels to be SCADA compliant with generator connections. New control panels at Lift Stations G & 28 to be mounted on new utility service racks. For Lift Station H, new control panel to be elevated and replaced with a new panel similar to the existing panel with a generator connection and to be SCADA compliant if feasible. For Lift Station 28, relocate new control panel closer in proximity to the existing power pole at site if feasible.
- Install new wet well coating / liners. For Lift Station 28 evaluate if upstream manhole to be lined and sealed around casting.
- Replace wet well access hatch at Lift Station H.
- Provide new emergency pump outs (EPOs) with a female camlock connectors. EPOs must be sized as part of the design.
- Upgrade water services to include backflow preventers and BFP covers.
- Evaluate odor control options and install odor control units.
- Evaluate options to replace electrical services from single-phase to 3-phase, and incorporate into design where feasible.
- Replace wood fence (Cedar) at Lift Station H with metal posts at corners and around perimeter.
- Restore access drive at Lift Station H and replace drain line crossing.
- Widen and improve turning radius of concrete access drive at Lift Station 28.
- By-pass pumping of lift stations during construction.
- Stipulate contractor to deliver any removed control panels, pumps, pump controls (floats), and rails to City Public Works.

GIS shall provide the Engineering Services as required for this project in accordance with the phases outlined below:

Phase I - Survey:

Upon receiving Notice to Proceed, GIS will provide topographic surveying at each of the three (3) lift station sites. The collected data will include all necessary information to complete the proposed design. The work completed under this phase shall include all topographic features and establish temporary bench marks to be used during construction.

Phase II – Preliminary Design

To initiate the Preliminary Design, GIS will participate in a Pre-Design meeting with the City to clarify the proposed work. Upon completion of the meeting, GIS will proceed with the 60% Design. This milestone shall include a Preliminary Design Report, Plans (including the Phase 1 – Survey information), Specifications, and Opinion of Probable Construction Costs. After written acceptance by the City of the 60% Design, GIS will proceed with the 90% Design. This milestone shall include a Final Design Report, Complete and Final Specifications, and an updated Opinion of Probable Construction Costs. GIS will attend a plan-in-hand meeting, once the 90% deliverables have been submitted, at an agreed upon date and time.

Phase III - Environmental Study (Not Used)

Phase IV (a) – Final Design

GIS shall initiate the Final Design when the Notice to Proceed for the phase is issued by the City. The Final Design Phase will consist of Engineering Services to prepare a complete bid package. Deliverables shall include "Advance Check" plans and specifications, Finalized Design Report, updated Opinion of Probable Construction Costs, Stamped and Signed Plans and Specifications.

Phase IV(b) – Bid & Award

GIS will attend the Pre-Bid Conference, address Contractor questions, assist the City with preparing Addenda, attend the Bid Opening, prepare bid tabulation sheets, evaluate the Contractor's bids for completeness, and provide the City with an Award Recommendation Letter.

Phase V(a) – Construction Administration

Upon successful completion of the Phase IV(b) – Bid & Award, and upon written authorization from the City, GIS shall participate in the pre-construction conference, review and determine acceptability of the Contractor schedule, review and approve submittals and shop drawings, review and track Contractor Requests for Information, assist with issues during construction, attend progress meetings and prepare agendas and minutes, make visits to the site to observe construction progress (once monthly for 6 month construction duration), reject work if GIS believes work is defective, issue necessary field orders, review and approve Contractor pay applications, complete a Substantial Completion Inspection and Punch List if required, and complete a Final Inspection and recommend final acceptance to the City.

<u>Phase V(b) – Construction Closeout</u>

In conjunction with the City, GIS will visit the project sites to conduct a one-year warranty inspection to observe any defects in the work and make recommendations to replacement or correction of defective work. GIS will submit "As-Built" drawings of the project to the City.

Phase V(c) – Inspection, Reporting, and Verification (if requested)

If requested by the City, GIS will provide a Resident Project Representative (RPR) to assist the City and Engineer in observing the progress and quality of work. The RPR's duties and responsibilities shall include full time inspection to ensure the project is constructed to the project's plans and specifications, prepare daily reports, attend construction progress meetings, photograph and document work progress, and notify the City and Contractor of any safety concerns. The estimated fee is based on a Project Rep II rate of \$95/hour for the RPR and an estimated construction duration of 6 months (20 working days/month x 8 hours/day).

Phase VI(a) – Permitting

GIS will assist the City with coordinating and providing the necessary documentation to obtain a Louisiana Health and Hospitals approval for construction. The estimate fee is based on a Professional Engineer I rate of \$130 for 40 hours.

Proposed Fees:

GIS proposes the Engineering Basic Services based on a Preliminary Opinion of Probable Construction Cost of \$1,135,640.00 and the latest Louisiana Facility Planning & Control fee curves. The additional services are based on an hourly rate basis. The Preliminary Opinion of Probable Construction Cost, Fee Curve Calculation, and Rate Schedule are provided as an attachment. A detailed breakdown of costs is provided below.

BASIC SERVICES

Phase II – Preliminary Design	50%	\$49,733.00	Lump Sum
Phase III – Environmental Study (Not Used)		\$0.00	
Phase IV(a) – Final Design	25%	\$24,867.00	Lump Sum
Phase IV (b) – Bid & Award	5%	\$4,973.00	Lump Sum
Phase V(a) – Construction Administration	15%	\$14,920.00	Lump Sum
Phase V(b) – Construction Closeout	5%	\$4,973.00	Lump Sum
BASIC SERVICES S	UBTOTAL	\$99,466.00	
ADDITIONAL SERVICES			
Phase I – Survey		\$7,165.00	Lump Sum
Phase V(c) – Inspection, Reporting, and Verification (if requested)		\$91,200.00	Hourly, NTE
Phase VI (a) – Permitting		\$5,200.00	Hourly, NTE
ADDITIONAL SERVICES S	UBTOTAL	\$103,565.00	
ТО	TAL FEES	\$203,031.00	

Assumptions

- Permitting fees are not a part of this Proposal and will be covered by the City
- No additional Permits other than the Louisiana Department of Health are required
- Property acquisition will not be required
- Storm Water Pollution and Prevention Plans will not be the responsibility of GIS
- Subsurface Utility Exploration will not be required

Contract and Terms

By submitting this proposal, GIS affirms that we are willing to perform the requested services and subject to mutually agreed terms and conditions, will enter into an Agreement with the City.

We appreciate the opportunity to provide our services to you. If you have any questions or require any additional information, please contact me at 225-408-0932.

Sincerely,

Ruady Richard

Brady K. Richard, PE Sr. Project Manager Coastal Design & Infrastructure Division GIS Engineering, LLC

Attachments: Preliminary Opinion of Probable Construction Costs Facility Planning & Control Calculation GIS 2025 Standard Rate Schedule



City of Mandeville Sewer Lift Station Upgrades Lift Stations 28, G, & H



Item No.	Description	Quantity	Unit	Unit Cost	Sub-Total
	Summary				
1	Lift Station 28 (Hwy 22 at Rouquette Lodge)	1	EA	\$399,914.40	\$399,914.40
2	Lift Station G (Castine Point)	1	EA	\$386,940.00	\$386,940.00
3	Lift Station H (Hermitage Lake)	1	EA	\$348,782.40	\$348,782.40
-					
	Total Estimated Opinion of Pro	obable Construction	on Cost w/	20% Contingency	\$1,135,636.80



City of Mandeville Sewer Lift Station Upgrades Lift Station 28



Item No.	Description	Quantity	Unit	Unit Cost	Sub-Total
	Lift Station 28 (Hwy 22 at Rouquette Lodge)				
	General Requirements				
1	Mobilization	1	LS	\$18,500.00	\$18,500.00
2	Construction Layout	1	LS	\$6,200.00	\$6,200.00
3	Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00
	Demolition				
4	Remove Existing Lift Station Components (Mechanical)	1	LS	\$1,500.00	\$1,500.00
5	Remove Control Panel	1	EA	\$500.00	\$500.00
	Civil				
6	Bypass Pumping	1	LS	\$20,000.00	\$20,000.00
	(2) Submersible Pumps (100 GPM, 54' TDH, 4HP); Check/Gate				
7	Valves; Pump Rails Supports; Pump Controls (Floats); Odor Control	1	LS	\$77,000.00	\$77,000.00
	Unit				
8	Discharge Piping (Above Ground)	1	LS	\$31,000.00	\$31,000.00
9	Line Existing 5' Dia. Wet Well	31	SY	\$50.00	\$1,550.00
10	Emergency Pump Out	1	LS	\$4,050.00	\$4,050.00
11	Utility Rack	1	EA	\$5,000.00	\$5,000.00
12	Widen Concrete Access Drive	12	SY	\$251.00	\$3,012.00
13	Line Existing Manhole	10	SY	\$50.00	\$500.00
14	Reconnect to Existing Force Main	1	EA	\$1,500.00	\$1,500.00
15	Water Service Backflow Preventer w/ Cover	1	EA	\$2,000.00	\$2,000.00
	Electrical			· · · · ·	
16	Electrical Components	1	LS	\$12,000.00	\$12,000.00
17	Pump Control Panel & Telemetry System (SCADA)	1	LS	\$133,000.00	\$133,000.00
18	Float Sensors & Cable Tray	1	LS	\$4,600.00	\$4,600.00
19	Portable Generator Connection	1	EA	\$5,500.00	\$5,500.00
20	Nema 4X Junction Box Cabinets	1	EA	\$850.00	\$850.00
			1		
				1	
				Subtotal	\$333,262.0
			(Contingency (20%)	\$66,652.4
	Total Estim	ated Opinion of	Probable (Construction Cost	\$399,914.4



City of Mandeville Sewer Lift Station Upgrades Lift Station G



Item No.	Description	Quantity	Unit	Unit Cost	Sub-Total
	Lift Station G (Castine Point)				
	General Requirements				
1	Mobilization	1	LS	\$17,900.00	\$17,900.00
2	Construction Layout	1	LS	\$6,000.00	\$6,000.00
3	Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00
	Demolition				
4	Remove Existing Lift Station Components (Mechanical)	1	LS	\$1,500.00	\$1,500.00
5	Remove Control Panel	1	EA	\$500.00	\$500.00
	Civil				
6	Bypass Pumping	1	LS	\$20,000.00	\$20,000.00
	(2) Submersible Pumps (100 GPM, 40' TDH, 2.7HP); Check/Gate				
7	Valves; Pump Rails Supports; Pump Controls (Floats); Odor Control	1	LS	\$70,000.00	\$70,000.00
	Unit				
8	Discharge Piping (Above Ground)	1	LS	\$31,000.00	\$31,000.00
9	Line Existing 4' Dia. Wet Well	24	SY	\$50.00	\$1,200.00
10	Emergency Pump Out	1	LS	\$4,050.00	\$4,050.00
11	Utility Rack	1	EA	\$5,000.00	\$5,000.00
12	Reconnect to Existing Force Main	1	EA	\$1,500.00	\$1,500.00
13	Water Service Backflow Preventer w/ Cover	1	EA	\$2,000.00	\$2,000.00
	Electrical				
14	Electrical Components	1	LS	\$12,000.00	\$12,000.00
15	Electrical Components	1	LS	\$133,000.00	\$133,000.00
16	Float Sensors & Cable Tray	1	LS	\$4,600.00	\$4,600.00
17	Portable Generator Connection	1	EA	\$5,500.00	\$5,500.00
18	Nema 4X Junction Box Cabinets	2	EA	\$850.00	\$1,700.00
				Subtotal	\$322,450.0
			(Contingency (20%)	\$64,490.0
	Total Estim	ated Opinion of	Probable (Construction Cost	\$386,940.0



City of Mandeville Sewer Lift Station Upgrades Lift Station H



Item No.	Description	Quantity	Unit	Unit Cost	Sub-Total
	Lift Station H (Hermitage Lake)				
	General Requirements				
1	Mobilization	1	LS	\$16,100.00	\$16,100.00
2	Construction Layout	1	LS	\$5,400.00	\$5,400.00
3	Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00
	Demolition				
4	Remove Existing Lift Station Components (Mechanical)	1	LS	\$1,500.00	\$1,500.00
5	Remove Control Panel	1	EA	\$500.00	\$500.00
6	Remove Access Hatch & Cover	1	EA	\$250.00	\$250.00
7	Remove Wooden Fence	60	LF	\$15.00	\$900.00
	Civil				
8	Bypass Pumping	1	LS	\$20,000.00	\$20,000.00
	(2) Submersible Pumps (100 GPM, 40' TDH, 4HP); Check/Gate				
9	Valves; Pump Rails Supports; Pump Controls (Floats); Odor Control	1	LS	\$81,200.00	\$81,200.00
	Unit; Access Hatch				
10	Discharge Piping (Above Ground)	1	LS	\$31,000.00	\$31,000.00
11	Line Existing 6' Dia. Wet Well	38	SY	\$50.00	\$1,900.00
12	Emergency Pump Out	1	LS	\$4,050.00	\$4,050.00
13	Utility Rack (Same As Existing)	1	EA	\$2,500.00	\$2,500.00
14	Reconnect to Existing Force Main	1	EA	\$1,500.00	\$1,500.00
15	Access Drive (Limestone)	4	CY	\$248.00	\$992.00
16	Wooden Fence (Cedar)	60	LF	\$101.00	\$6,060.00
17	Double Gate for Wooden Fence (Cedar)	1	EA	\$6,000.00	\$6,000.00
18	Water Service Backflow Preventer w/ Cover	1	EA	\$2,000.00	\$2,000.00
	Electrical			•	
19	Electrical Components	1	LS	\$12,000.00	\$12,000.00
20	Pump Control Panel & Telemetry System (SCADA)	1	LS	\$80,000.00	\$80,000.00
21	Float Sensors & Cable Tray	1	LS	\$4,600.00	\$4,600.00
22	Portable Generator Connection	1	EA	\$5,500.00	\$5,500.00
23	Nema 4X Junction Box Cabinets	2	EA	\$850.00	\$1,700.00
				Subtotal	\$290,652.0
			(Contingency (20%)	\$58,130.4
	Total Estim	ated Opinion of	Probable (Construction Cost	\$348,782.4

FPC Calc Sheet

Project Name Prepared by Date	GIS Engi	ons 28, G, H Upgrad neering, LLC er 5, 2024	des		
1975 BCI BCI (2021)	1306 7792	1975 CPI CPI	53.8 292.7		
Project Budget		\$1,135,640		Complexity Facto	or
Fee Percentage		8.732		Simple	0.85
Ū.				Average	1
Basic Fee		\$90,423		Medium	1.1
Complexity Factor		1		Complex	1.15
Renovation Factor		1.1			
Duplicated Work Factor		1		Renovation Factor	or
Multiple Contract Factor		1		Average	1
				Complex	1.25
Adj Fee		\$99,466			
				Multple Contracts	6
Fee Breakdown by Phase				One	1
Droliminary Doiogn	50%	¢ 40 722		Duplicated Work	
Preliminary Deisgn	50% 25%	\$49,733		Duplicated Work	1
Final Design Bid & Award	25% 5%	\$24,866 \$4,973		No Dup	I
Construction Administration	<u>20%</u>	\$19,893			
	100%	<u>\$19,893</u> \$99,466			
	10070	φ33,400			



2025 STANDARD RATE SCHEDULE

tegory	Category Description	Personnel Description	Bill Rate
I	CO-OP	Student Intern	60
		Administrative Assistant I	65
II	ADMINISTRATION	Administrative Assistant II	85
		Executive Assistant	90
		CADD Tech I	85
		CADD Tech II	100
III	CADD	Designer I	115
		Designer II	125
		Sr. Designer	145
		Survey Technician I	60
		Survey Technician II	90
		Survey Technician III	125
IV	SURVEYING & TECHNOLOGY	Survey Party Chief	105
		Pilot in Command I	90
		Pilot in Command II	105
		Pilot in Command III	120
		Survey Crew (2-Man)	175
		Professional Land Surveyor I	125
		Professional Land Surveyor II	145
		Professional Land Surveyor III	165
		Sr. Professional Land Surveyor	190
		Survey Crew (3-Man)	215
		Project Rep I	80
		Project Rep II	95
		Project Rep III	110
V	CONSTRUCTION	Project Rep IV	130
		Deputy Construction Manager I	105
		Deputy Construction Manager II	115
		Construction Manager I	125
		Construction Manager II	145
		Sr. Construction Manager	185
		Env Technician	80
VI	ENVIRONMENTAL	Env Scientist/Biologist I	105
		Env Scientist/Biologist II	125
		Env Scientist/Project Manager III	140
		Env Scientist/Project Manager IV	165
		Sr. Env Scientist/Manager V Sr. Env Program Manager/Director	195 225
		Sr. Env Program Manager/Director	225
		Engineer Tech I	75
		Engineer Tech II	85
		Engineer Tech III	95
		Engineer Tech IV	105
		Engineer Intern I	100
VII	ENGINEERING	Engineer Intern II	110
		Engineer Intern III	120
		Professional Engineer I	130
		Professional Engineer II	145
		Professional Engineer III	165
		Professional Engineer IV	190
		Sr. Professional Engineer	215
		Project Associate I / Project Controller I	105
		Project Associate II / Project Controller II	125

	Project Manager II	175
	Project Manager III	190
	Sr. Project Manager	205
	Client Program Manager	185
PROGRAM MANAGEMENT	Director	205
	Division Manager	215
	Sr. Client Program Manager	225
PRINCIPALS	Principal	275
-		Project Manager III Sr. Project Manager Client Program Manager Director Division Manager Sr. Client Program Manager

SURVEYING MATERIALS & EXP	ENSES
1″x1″x48″	\$ 2.00/ea
Cane Poles	\$ 5.50/ea
Flagging	\$ 1.75/roll
Iron Rod Control Point	\$ 3.35/ea
Meals and Lodging	\$ at cost
Pin Flags	\$20.00/ bundle
OTHER EQUIPMENT & EXPEN	
ATV	\$ 50.00/day
UTV	\$ 100.00/day
Digital Camera	\$ 20.00/day
Video Camera	\$ 30.00/day
Standard Vehicle (0-240 miles)	\$ 75.00/day
Standard Vehicle (240+ miles)	\$ at Federal Rate/mile
Survey Vehicle	\$ 125.00/day
Env Sampling Equipment	\$ 200.00/day
Drone	\$ 150.00/day
Metal Detectors (Pipe Locator)	\$ 35.00/day
Interior/Exterior Rotary Laser Level	\$ 100.00/day
Radio	\$ 25.00/day
Fathometer	\$ 275.00/day
Distance Meter	\$ 125.00/day
Magnetometer	\$ 550.00/day
Distance Meter (Total Station)	\$ 175.00/day
Digital Flow Meter	\$ 50.00/day
Handheld GPS	\$ 30.00/day
Nav-Beacon (GPS)/ Env DGPS	\$ 150.00/day
RTK (GPS)	\$ 500.00/day
Structural Analysis Design Software	\$ 25.00/hr
GNSS RTK - Network or VRS	\$ 175.00/day
Additional GNSS Receivers	\$ 250.00/day
Hypack Data Collection and Navigation System	\$ 300.00/day
Terrestrial Scanner	\$ 500.00/day
Hydrographic (GPS) SINGLE BEAM SONAR	\$ 500.00/day
Multibeam Sonar System	\$ 1,400.00/day
Positioning System	\$ 175.00/day
Hydrographic Computer	\$ 125.00/day
Side Scan Sonar System	\$ 550.00/day
Sub-bottom Profiling System	\$ 550.00/day
Pirogue/Pond Hopper	\$ 30.00/day
16-18' - Boat w/ 50/hp	\$ 250.00/day
22' - Vessel	\$ 600.00/day
22 - Vessel 24' - Vessel	\$ 800.00/day
26'/28' Cabin Boat with Twin Engines	\$ 1,000.00/day
Robotic Total Station	\$ 200.00/ day
Echo Sounder	\$ 200.00/ day
Airboat	\$1,200.00/day
Sensefly ebee X-Unmanned Aerial Drone-	\$ 500.00/day
	1, 555,667 duy



CONSENT OF MAJORITY OF THE MEMBERS OF GIS ENGINEERING, L.L.C.

The undersigned, being the Managers entitled to vote at meetings of the Board of Managers of GIS Engineering, L.L.C., a Manager Managed Louisiana limited liability company, by this instrument in lieu of a meeting of the Managers of GIS Engineering, L.L.C., hereby consent to the adoption of the following resolution and hereby waive any notices required by law with respect thereto:

RESOLUTION 2023-03

BE IT RESOLVED that that Benjamin Malbrough is hereby recognized as an authorized agent of GIS Engineering, L.L.C. giving him authority to execute contracts, services agreements, and master service agreements on behalf of GIS Engineering L.L.C. as he deems necessary to conduct the business affairs of the company.

BE IT FURTHER RESOLVED that Benjamin Malbrough is hereby authorized and directed to execute in the name of and on behalf of GIS Engineering, L.L.C., any and all documents necessary or proper to carry into effect this Resolution.

This Resolution shall remain in full force and effect until such time it is revoked by the GIS Engineering, L.L.C.

This Written Consent may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Written Consent and all of which, when taken together, will be deemed to constitute one and the same Written Consent.

This action shall be effective as of April 6, 2023.

Brad Pregeant, Manager

Mark A. Pregeant, II, Manager

Daniel St. Germaine, Manager

Res 24-69

INTRODUCED BY COUNCIL MEMBER DISCON AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND GREENLEAF ARCHITECTS, APAC, FOR THE CITY OF MANDEVILLE, MANDEVILLE CITY HALL RENOVATIONS PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on December 10, 2021, the City of Mandeville and Greenleaf Lawson Architects, APAC entered into a professional services agreement with Greenleaf Architects, APAC for professional services in connection with the renovation and expansion of the existing City Hall facility located at 3101 East Causeway Approach, Mandeville, La 70448; and

WHEREAS, the City desires to amend the Professional Services Agreement with Greenleaf Lawson Architects, APAC to include changes to the project scope and corresponding budget adjustment.

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 Amendment No.2 to the professional services agreement with Greenleaf Architects, APAC on behalf of the City of Mandeville for the City of Mandeville, Mandeville City Hall Renovations Project.

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 November 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

AIA® Document G802° – 2017

Amendment to the Professional Services Agreement

PROJECT: (*name and address*) City of Mandeville, Mandeville City Hall Renovations AGREEMENT INFORMATION: Date: 12/10/2021

AMENDMENT INFORMATION: Amendment Number: 002

1

Date: 11/13/2024

OWNER: (name and address) City of Mandeville, Mandeville City Hall Renovations ARCHITECT: (name and address) Greenleaf Architects

The Owner and Architect amend the Agreement as follows:

SECTION § 2.5.9 Original Section § 2.5.9 as follows:

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

Replace Section § 2.5.9 as follows:

§ 2.5.9 To the fullest extent permitted by law, the Architect shall indemnify and hold the Owner, the Owner's officials, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. To the extent of proper payment from Owner, this indemnification shall extend to any and all claims and/or liens for labor, services, or materials furnished to Architect in connection with the performance of its obligations under this Agreement.

SECTION § 5.5

Original Section § 5.5 as follows:

§ 5.5 The Architect shall conduct a reasonable investigation of existing conditions, including the use of testing and surveying the Owner and Architect deem appropriate by inclusion as "Other Supplemental Services" in Section 1.1.12, and shall provide the results of that investigation to the Owner. However, the Architect cannot warrant or guarantee that the Architect's investigation will disclose all concealed or existing conditions that may exist. The Architect shall not be liable to the Owner in the event the Architect's reasonable investigation fails to reveal existing conditions that later result in a change in the Work or other costs to the Owner.

The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, which arise as a result of inaccurate or incomplete documentation or information furnished by those providing the "Other Supplemental Services" noted in Section 1.1.12, but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

Replace Section § 5.5 as follows:

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User Notes:
(3B9ADA4F)

§ 5.5 The Architect shall conduct a reasonable investigation of existing conditions, including the use of testing and surveying the Owner and Architect deem appropriate by inclusion as "Other Supplemental Services" in Section 1.1.12, and shall provide the results of that investigation to the Owner. However, the Architect cannot warrant or guarantee that the Architect's investigation will disclose all concealed or existing conditions that may exist. The Architect shall not be liable to the Owner in the event the Architect's reasonable investigation fails to reveal existing conditions that later result in a change in the Work or other costs to the Owner.

The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, which arise as a result of inaccurate or incomplete documentation or information furnished by those providing the "Other Supplemental Services" noted in Section 1.1.12 to the extent retained by Owner, but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

SECTION § 8.2.4

Original Section § 8.2.4 as follows:

§ 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.)

- [X] Arbitration pursuant to Section 8.3 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

Replace Section § 8.2.4 as follows:

§ 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
- [X] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

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

Compensation Adjustment:

SECTION § 1.1.3

Original Section §1.1.3 as per Amendment No. 001 as follows:

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

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

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

- ► New Council Chambers to seat 112+ people.
- ▶ New Council Office Suite area with Conference Room, Council Clerk office, Restrooms and Storage.
- ▶ New Lobby and secure entrances to the Chambers and the existing City Hall.

Minor Renovations to the existing city hall to address current Building Code Violations and conversion of the existing Council Chambers to staff offices. (Should Alternate 1 below not be accepted)

► Expanded Parking and Sitework.

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

- Complete removal of all Asbestos Containing Materials.
- ► Removal of all non-structural walls and building elements.

Complete and Custom Renovation to the existing floorplate with offices, conference rooms secure reception desks, and a more efficient layout to allow for growth of the city staff.

► All new Building HVAC with up-to-date control systems.

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

Replace Section §1.1.3 as follows:

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.) The budget is based on phasing and scope of work agreed upon at the end of Schematic Design. This initial budget is +/- \$7,600,000.00 for the renovations and additions to City Hall.

The base bid includes but not limited to the following:

Phase 1 to be the Council Chambers Expansion. We have valued this at +/- \$4,100,000. This includes the following.

- ► New Council Chambers to seat 112+ people.
- ▶ New Council Office Suite area with Conference Room, Council Clerk office, Restrooms and Storage.
- ▶ New Lobby and secure entrances to the Chambers and the existing City Hall.
- Expanded Parking and Sitework.
- ► General sitework.
- Stormwater management.

Phase 2 to be the full renovation to the existing building which includes the Asbestos Remediation. We have valued this at +/-\$3,500,000. This includes the following.

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

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

SECTION § 11.1.2

Original Section§11.1.2 as per Amendment No. 001 is as follows:

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

Replace Section §11.1.2 as follows:

Percentage Basis (Insert percentage value)

«Nine and nine thousand one hundred fifty-three ten-thousandths» (9.9153) % of the Owner's budget for the Cost of the Work,

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equaling seven hundred, fifty-three thousand, five hundred and sixty-one dollars (\$753,561.00) as calculated in accordance with Section 11.6. Refer to Exhibit D - Fee Curve.

Schedule Adjustment: **SECTION § 1.1.4.1 Original Section § 1.1.4.1**

Design Phase milestone dates, if any:

A Design schedule will be estabilished at the completion of Schematic Design. This Exhibit (Exhibit F) will be added to the contract once it is completed, subject to the findings of the Supplemental Services listed in Section 1.1.11.2.

Replace Section § 1.1.4.1

Design Phase milestone dates, if any:

The Design schedule will be updated following the Owner's approval of intermediate project phases, which will account for facility operations, staff placement, and administrative constraints.



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	Exhibit D - State Fee Curve (For Reference))	
	DESIGNER'S FEE COMPU	Date: JTATION	11/13/2024
PROJECT No.:	21-34A	PART:	
PROJECT NAME:	City of Mandeville, Mandeville C	City Hall Renova	ations
FUNDS AVAILABLE FO	OR CONSTRUCTION (AFC)	=	\$7,600,000.00
FEE COMPUTATION:			
FEE % for calculation	= 46.10 Log(AFC(1975 BCI/Current BCI)	=	7.5511%
BASE FEE = FEE %(AF	C(1975 BCI/Current BCI)(Curren	t CPI/1975 CPI)	= \$ 523,306.00
BASE FEE as a percent	tage of AFC		6.8856%
ADJUSTED FEE as a p	ercentage of AFC	100	9.9153%
RENOVATION FACTOR	R (RF) <u>range (1.0 - 1.25)</u>		1.200
MODIFICATION FACT	OR (MF) range (1.0 - 1.25)	=	1.200
DESIGNER'S FEE: (not including reimbursibles)		\$753,561.00
<u>INDICES:</u> 1975	BCI CPI 1306 53.8		
Current 2021	7792 # 292.7		

Professional Liability Insurance Coverage shall be in the amount required by the following schedule unless otherwise indicated. No deductible shall be in excess of 5% of the amount of the policy. The prime Designer shall be fully responsible to the Owner for his associates and his professional consultant's work. Professional liability coverage for the total project design (including all professional consultants) rests solely with the prime Designer.

SCHEDULE

LIMITS OF PROFESSIONAL LIABILITY

	Limit of Liability
	\$500,000
	\$1,000,000
	\$1,500,000
	\$3,000,000
1	To be determined by Owner
	1

Res 24-70

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER DISCON AND SECONDED FOR ADOPTION BY COUNCILMEMBER _____

RESOLUTION NO. 24-70

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 WAGGONNER & BALL, INC FOR THE NEW PARKS DESIGN – CARROLL STREET SITES AND CARROLL STREET STORMWATER PARK & DRAINAGE PROJECT, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THERWITH

WHEREAS, the City desires to enter into a Professional Services Agreement, with Waggonner & Ball, Inc. to provide professional services to advance the New City Parks project at the Carroll Street Sites and Carroll Street Stormwater Park & Drainage identified in the recently adopted City of Mandeville Parks & Recreation Master Plan;

WHEREAS, the Professional Services Agreement is attached to the 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 the professional services agreement with Waggonner & Ball, Inc to provide professional services to advance the New City Parks project at the Carroll Street Sites and Carroll Street Stormwater Park & Drainage identified in the recently adopted City of Mandeville Parks & Recreation Master Plan, in accordance with the terms of that agreement.

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

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

and the resolution was declared adopted this _____ day of November, 2024.

Alicia Watts Clerk of Council Scott Discon Council Chairman

RAFT AIA Document B101° - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « » (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, Inc. »« » «2200 Prytania Street » «New Orleans, LA 70130 » « »

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

«New City Park at Carroll Street Sites (Carroll Street Stormwater Park & Drainage)» «Mandeville, Louisiana » «City Project No. 700.25.002»

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.

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





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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 based on the "City of Mandeville Parks & Recreation Master Plan" and will be completed by the Architect as a Supplemental Service. See "Exhibit A: Draft Program for New City Park at Carroll Street Sites" for a summary description of the initial Program. »

§ 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 site for this park is primarily the City-owned parcel on Carroll Street between Jefferson Street and Monroe Street but will also include the City-owned parcels at the corner of Carroll Street & Monroe Street and on Oak Street north of Monroe Street. The Architect will request from the Owner existing utility surveys, GIS data, environmental reports, and other pertinent reports and studies. The Architect will retain Consultants for geotechnical reports, a topographic survey, and other site information as needed. »

§ 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.)

«\$991,283.00»

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- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

«Concept Design: February 2025 Schematic Design: April 2025 Design Development: June 2025 Construction Documents: September 2025 Procurement: October 2025 »

.2 Construction commencement date:

«November 2025 »

.3 Substantial Completion date or dates:

«September 2026. »

.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 fasttrack design and construction, multiple bid packages, or phased construction.)

«Competitive bid. »

§ 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.)

«City Engineering City of Mandeville Department of Planning & Zoning City of Mandeville Department of Public Works »

§ 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 provided by the Architect as a supplemental service. »« »

- « » « » « »
- « »

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.2 Civil Engineer:

> «To be provided by the Architect. »« » « » « » « » « »

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

« »

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

«John Kleinschmidt, AIA, LEED AP BD+C » «Waggonner & Ball, Inc. » «2200 Prytania Street » «New Orleans, LA 70130 » «john@wbae.com » «Mobile: 314-601-1607 / Office: 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:

Structural Engineer: .1

> «Marais Consultants, LLC »« » «900 Camp Street, Office 409 » «New Orleans, LA 70115 » « » « »

.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:

«Geotechnical Engineer, Environmental Services Consultant, Professional Land Surveyor. »

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§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall 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. 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 General Liability with policy limits of not less than \$ <1,000,000 » for each occurrence and \$ < 2,000,000» in the aggregate for bodily injury and property damage.

§ 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.

§ 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

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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.

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§ 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. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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, and an executed Notice to Proceed, 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, and an executed Notice to Proceed, 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)

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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 Following an Executed Notice to Proceed, 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:

- facilitating the distribution of Bidding Documents to prospective bidders; .1
- .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:

- facilitating the distribution of Proposal Documents for distribution to prospective contractors and .1 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 Following an Executed Notice to Proceed, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–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

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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

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the 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.

§ 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:
 - conduct reviews to determine the date or dates of Substantial Completion and the date of final .1 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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issue a final Certificate for Payment based upon a final review indicating that, to the best of the .4 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.

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.)

Responsibility
(Architect, Owner, or not provided)
Not provided
Architect; included in Basic Services
Architect; included in Basic Services
Not provided
Not provided
Architect
Owner
Not provided
Not provided

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Supplemental Services	Responsibility			
	(Architect, Owner, or not provided)			
	Basic Services in Closeout Phase, based on as-			
§ 4.1.1.16 As-constructed record drawings	built drawings provided by the Contractor			
§ 4.1.1.17 Post-occupancy evaluation	Not provided			
§ 4.1.1.18 Facility support services	Not provided			
§ 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	Not provided			
§ 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			
§ 4.1.1.29.1 Topographic Survey	Architect			
§ 4.1.1.29.2 Geotechnical Engineering	Architect			
§ 4.1.1.29.3 Environmental Services	Architect			
§ 4.1.1.30 Other Supplemental Services	To Be Determined			
§ 4.1.1.30.1 Concept Design	Architect			
§ 4.1.1.30.2 Community Engagement	Architect			
§ 4.1.1.30.3 Hydrologic & Hydraulic Analysis	Architect			
§ 4.1.1.30.4 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.)

«Civil Engineering (included in Basic Services) – Design of stormwater features; Paving design including curbs, sidewalks, planters, and hardscape; Site grading; Typical sections and miscellaneous details; Preparation of drawings and specifications.

Landscape Design (included in Basic Services) - Planting plans, construction details, specifications Detailed Cost Estimating - Opinion of Probable Cost at conclusion of Schematic Design, Design Development, and Construction Documents phases.

As-constructed Record Drawings (Basic Services in Closeout Phase, based on as-built drawings provided by the Contractor) - Drawings for Owner's use that reflect as-constructed built conditions. These drawings will be dependent upon the Contractor furnishing complete as-built documents.

Topographic Survey

Geotechnical Engineering

Environmental Services - Wetland delineation and Jurisdictional Determination, Cultural Resources Assessment, Environmental Assessment, Environmental Review Record, Joint Permit Application

Concept Design- See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at Carroll Street Sites"

Community Engagement - See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at Carroll Street Sites"

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Hydrologic & Hydraulic Analysis - See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at Carroll Street Sites"

§ 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.*)

« On-site project representation Telecommunications/data design 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 E204TM–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:

- Services necessitated by a change in the Initial Information, previous instructions or approvals given .1 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;
- Changing or editing previously prepared Instruments of Service necessitated by official .3 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:

- «Two » reviews of each Shop Drawing, Product Data item, sample and similar submittals of the .1 Contractor
- .2 «Once weekly » visits to the site by the Architect during construction
- «One initial and one follow up, for a total of two» inspections for any portion of the Work to .3 determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- «One initial and one follow up, for a total of two » inspections for any portion of the Work to .4 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.

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,

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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.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

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.

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§ 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

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

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§ 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

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

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

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

TERMINATION OR SUSPENSION ARTICLE 9

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

§ 9.8 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.

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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.

ARTICLE 11 COMPENSATION

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

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.1 Stipulated Sum (Insert amount)

« »

.2 Percentage Basis (Insert percentage value)

«Twelve » («12 ») % of the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of *compensation apply.*)

« Concept Design: \$22,420.00 Hydrologic & Hydraulic Analysis: \$40,000.00 Community Engagement: \$16,120.00

Land Survey: Surveyor's cost, plus Architect's 10% markup; Surveyor's cost not to exceed \$24,500.00 without prior approval (\$26,950.00 total with markup).

Cost Estimator's cost, plus Architect's 10% markup; Cost Estimator's cost not to exceed \$8,000.00 without prior approval (\$8,800.00 total with markup).

Geotechnical Engineer's cost, plus Architect's 10% markup; Geotechnical Engineer's cost not to exceed \$15,000.00 without prior approval (\$16,500.00 with markup).

Environmental Services: Environmental Consultant's cost, plus Architect's 10% markup; Environmental Consultant's cost not to exceed \$79,600.00 without prior approval (\$87,560.00 with markup).

See Exhibit C for further information.

§ 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 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 Design Development Phase Construction Documents Phase	«Fifteen » «Twenty » «Thirty »	percent (percent (percent («15 » «20 » «30 »	%) %) %)
Procurement Phase Construction Phase	«Five » «Thirty »	percent (percent («5 » «30 »	%) %)
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 not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 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 D: Waggonner & Ball Hourly Billing Rates" »

§ 11.7 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 s)%) of the expenses incurred.

« »

§ 11.8 Payments to the Architect

§ 11.8.1 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 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.)

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«12 » % « »

§ 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 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:

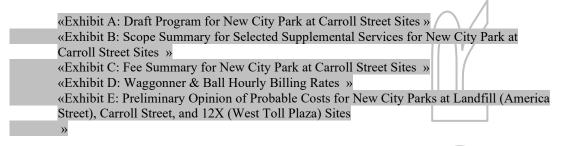
AIA Document B101[™]-2017, Standard Form Agreement Between Owner and Architect
 Exhibits:

(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.)

« »

[« 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.)



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

OWNER (Signature)

ARCHITECT (Signature)

«Clay Madden »«Mayor, City of Mandeville »

(Printed name and title)

«Andrew J. Sternad »«Business Unit Leader » (Printed name, title, and license number, if required)

Exhibit A: Draft Program for New City Park at Carroll Street Sites

- 1. One (1) primary stormwater park at Carroll Street with inlet and outlet from/to existing adjacent subsurface drainage. Stormwater park may include features such as stormwater detention area(s), planted bioswales, and/or rain gardens.
- 2. Two (2) secondary stormwater parks at City-owned parcels at the corner of Carroll Street & Monroe Street and on Oak Street north of Monroe Street, each with inlet and outlet from/to existing adjacent subsurface drainage. Stormwater parks may include features such as stormwater detention area(s), planted bioswales, and/or rain gardens.
- 3. Boardwalk or surface path connecting sidewalk to site elements at primary stormwater park at Carroll Street, including outdoor classroom and educational overlooks
- 4. Native plantings
- 5. Five (5) Educational Overlooks at critical points in the stormwater system:
 - a. Existing inlet where Ravine Aux Coquilles enters subsurface drainage system
 - b. New inlet to primary stormwater park at Carroll Street from subsurface drainage system
 - c. Outlet from primary stormwater park at Carroll Street to subsurface drainage
 - d. New inlet to secondary stormwater park at the corner of Carroll Street & Monroe Street from subsurface drainage system
 - e. New inlet to secondary stormwater park on Oak Street north of Monroe Street from subsurface drainage system
- 6. Bicycle rack(s) at pedestrian entrance to primary stormwater park at Carroll Street
- 7. Interpretive signage describing the park's location along Ravine Aux Coquilles and other historic waterways of Mandeville

Additional program/scope to be considered (not yet captured in Preliminary Opinion of Probable Cost):

8. Sheltered outdoor classroom for educational use on the primary stormwater park at Carroll Street

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Exhibit B: Scope Summary of Selected Supplemental Services for New City Park at Carroll Street Sites

Concept Design

- 1. Review of survey, geotechnical analysis and environmental reports.
- 2. Conduct a Zoning Analysis to determine allowable open space requirements, easement setbacks, planting requirements and other requirements.
- 3. Develop a Conceptual Design Package building upon prior community feedback and design from the City of Mandeville Parks and Recreation Master Plan.
 - a. Rendered Site Plan
 - b. Educational Overlook Plan(s)
 - c. Educational Overlook Section(s)
 - d. Site Section(s)
 - e. Program Diagrams
 - f. Circulation Diagrams
 - g. Hydrologic Diagrams
 - h. Precedent Images that help convey the intended vision

Community Engagement

- 1. Develop questions for an online public survey to confirm program for the new park. Survey to be distributed by City of Mandeville similar to surveys conducted during the Parks and Recreation Master Plan.
- 2. Concept Design Public Workshop aligned with City of Mandeville Planning and Zoning Meeting
 - a. Review public survey results
 - b. Review of survey outcomes between The City and Design Team in preparation of Schematic Design Phase.
- 3. Schematic Design Public Workshop aligned with City of Mandeville Planning and Zoning Meeting

Hydrologic & Hydraulic (H&H) Analysis

- 1. Conduct analysis of rainfall, tidal fluctuations, impervious surfaces, soils, land cover, and historic flooding from available data.
- 2. Develop a Hydrologic & Hydraulic (H&H) model based on Owner-Provided existing HEC-RAS model from City of Mandeville Resilience Plan.
- 3. Define model scenarios to test impact of new stormwater features of park on flows of water in Ravine Aux Coquilles.

4. Create visualizations showing impact of new stormwater features (including detention areas) of park sites (including primary site on Carroll Street and secondary sites at the corner of Carroll Street & Monroe Street and at Oak Street north of Monroe Street) on flows of water in Ravine Aux Coquilles.

Exhibit C: New City Park at Carroll Street Sites Fee Summary

Supplemental Service Task	Fee		Notes
Concept Design	\$	22,420.00	See Exhibit B for description.
H&H Modeling	\$	40,000.00	See Exhibit B for description.
Community Engagement	\$	16,120.00	See Exhibit B for description.
Land Survey	\$	26,950.00	Estimate by Randall W. Brown & Assoc., Inc.
			Detailed cost estimates at Schematic Design, Design Development, and Construction
Cost Estimates	\$	8,800.00	Documents.
Geotechnical Engineering	\$	16,500.00	Preliminary estimate
Environmental Services	\$	87,560.00	Preliminary estimate
Total Supplemental Services	\$	218,350.00	
Basic Services Phase (with % of Basic Services fee)	Fee		Notes
Schematic Design (15%)	\$	17,843.09	Fee linked to Cost of Construction
Design Development (20%)	\$	23,790.79	Fee linked to Cost of Construction
Construction Documents (30%)	\$	35,686.19	Fee linked to Cost of Construction
Procurement (5%)	\$	5,947.70	Fee linked to Cost of Construction
Construction Administration (30%)	\$	35,686.19	Fee linked to Cost of Construction
Total Basic Services	\$	118,953.96	

Preliminary Opinion of Probable Cost (June 2024)

991,283.00

NOTE: Tasks shaded grey are by subconsultants. Estimates for these tasks include a 10% markup.

\$

Exhibit D: Waggonner & Ball Hourly Rates

Role	Rate
Principal	\$325
Senior Architect/ Landscape	\$250
Architect	
Professional Landscape	\$185
Architect/ Project Manager	
Senior Designer	\$150
Designer	\$125
Intern	\$100

2200 PRYTANIA STREET NEW ORLEANS, LA 70130 +1 504 524 5308 WBAE.COM Exhibit E: Preliminary Opinion of Probable Costs for New City Parks at Landfill (America Street), Carroll Street, and 12X (West Toll Plaza) Sites

WAGGONNER &BALL

A MOFFATT & NICHOL S

28-Jun-24

Landfill (America Street) Site

ltem	Description	Qty	Units	Unit Cost	Total Cost
	NDFILL SITE				
	E PREP				\$(
	ndfill testing	1	LS		\$(
	mediation	1	LS		\$(
	BILIZATION				\$125,000
	nstruction Equipment Mobilization	1	LS	\$125,000	\$125,000
	RTHWORK				\$1,068,00
	rthwork (Rough and Fine Grading)	1,600	SY	\$30	\$48,00
1.3.2 Top		20,000	CY	\$50	\$1,000,000
	osoin Control	1	LS	\$20,000	\$20,00
	STROOM FACILITY				\$169,72
	nditioned Restroom Facility	300	SF	\$350	\$105,00
	vered outdoor pavillion	200	SF	\$250	\$50,00
	iter Fountain	1	EA	\$3,000	\$3,00
1.4.4 Bei		2	EA	\$5,000	\$10,00
	sh Receptacle	1	EA	\$1,725	\$1,72
	TURAL PLAYGROUND				\$835,72
	tural wood stumps	200	LF	\$40	\$8,000
	ade canopy	1	LS	\$85,000	\$85,000
	y structures	1	LS	\$450,000	\$450,000
	iter spigot	1	EA	\$2,500	\$2,50
	iter fountain	1	EA	\$3,000	\$3,000
1.5.6 Pic		3	EA	\$6,000	\$18,000
1.5.7 Bei		3	EA	\$5,000	\$15,000
	ult Fitness	1	LS	\$60,000	\$60,000
1.5.9 EW	/F	4,000	SF	\$20	\$80,000
1.5.10 Po	ured in Place Rubberized Surface	3,000	SF	\$38	\$112,500
1.5.11 Tra	sh Receptacle	1	EA	\$1,725	\$1,72
1.6 INF	ORMAL PLAY FIELD / BASEBALL FIELD				\$32,00
1.6.1 See	eded Lawn	2	AC	\$7,000.00	\$14,00
1.6.2 Ble	achers	2	EA	\$9,000	\$18,000
1.7 GE	NERAL PARK IMPROVEMENTS				\$960,71
1.7.1 4" (concrete sidewalk and subbase	14,000	SF	\$15	\$210,000
1.7.2 Cru	shed stone path with stabilizer	25	CY	\$65	\$1,62
	lack coated chain link fence	1945	LF	\$32	\$62,240
1.7.4 Ga	te	3	EA	\$600	\$1,800
1.7.5 Ga	bion basket seatwall with wood top	125	LF	\$150	\$18,750
1.7.6 Bei	nch	5	EA	\$5,000	\$25,000
	sh Receptacle	4	EA	\$1,725	\$6,900
1.7.8 Lig	hting Allowance	1	LS	\$80,000	\$80,000
	nic Tables	5	EA	\$8,000	\$40,000
1.7.10 Bik		8	EA	\$1,800	\$14,40
1.7.11 Ele		1	LS	\$50,000	\$50,000
1.7.12 Wa		1	LS	\$20,000	\$20,00
1.7.13 Pa		1	LS	\$280,000	\$280,000
1.7.14 Bio		1000	LF	\$150	\$150,000
1.8 SIG					\$11,40
	in entrance Signage	1	EA	\$5,000	\$5,00
	condary Signage	2	EA	\$2,000	\$4,00
	k Rules and Safety Signage	3	EA	\$800	\$2,40
	ANTING		1	4000	\$61,20

1.9.1 Small Tree	20	EA	\$350	\$7,000
1.9.2 Medium Tree	40	EA	\$600	\$24,000
1.9.3 Shrubs	200	EA	\$25	\$5,000
1.9.4 Seeded Lawn	1	AC	\$7,000	\$7,000
1.9.5 Native Grass and Perennial Seed Mix	12	LBS.	\$100	\$1,200
1.9.6 Soil Amendments	2	AC	\$8,000	\$16,000
1.9.8 Mulch	40	CY	\$25	\$1,000
Subtotal				\$3,263,765
Schematic Design and Construction Contingency Construction Cost Escalation	1	YR	25% 5%	\$815,941.25 \$163,188.25
TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST				\$4,242,895

Carroll Street Sites

ltem Description Qty Units Unit Cost **Total Cost 1 CARROLL STREET SITES** 1.1 MOBILIZATION \$60,000 1.1.1 Construction Equipment Mobilization LS \$60.000 \$60,000 1 1.2 EARTHWORK \$233,000 1.2.1 Excavation (TBD upon reuse of soil) 1 LS \$0 \$0 1.2.2 Earthwork (Rough and Fine Grading) 1.400 SY \$45 \$63,000 1.2.3 Top soil / Bioretention Soil CY 2,000 \$65 \$130,000 1.2.4 Erosion Control 1 LS \$40,000 \$40,000 **1.3 GENERAL SITE IMPROVEMENTS** \$346,625 1.3.1 Overlook / Interpretive Spaces \$40.000 5 EΑ \$200.000 1.3.2 Trash Receptacle 5 ΕA \$1,725 \$8,625 1.3.3 Water spigot ΕA \$2,500 \$2,500 1 1.3.4 Picnic table 3 ΕA \$6,000 \$18,000 1.3.5 Lighting Allowance 1 ΕA \$45,000 \$45,000 1.3.6 Bench 3 EA \$5,000 \$15,000 1.3.7 Pavement Graphics / Paving LS \$30,000 \$30,000 1 1.3.8 Boardwalk 550 LF \$27.500 \$50 1.4 SIGNAGE \$29,000 1.4.1 Main Signage 1 EΑ \$5.000 \$5.000 1.4.2 Secondary Signage 2 ΕA \$2,000 \$4,000 1.4.3 Educational Signage 5 ΕA \$4,000 \$20,000 1.5 PLANTING \$93,900 1.5.1 Small Tree 20 ΕA \$350 \$7,000 1.5.2 Medium Tree 10 ΕA \$600 \$6,000 1.5.3 Shrubs 3000 ΕA \$20 \$60,000 \$7,000 1.5.4 Seeded Lawn 0.2 \$1,400 AC 1.5.5 Native Grass and Perennial Seed Mix / Establishment AC 1 \$7,000 \$7,000 1.5.6 Soil Amendments/ Prep 1 AC \$12,000 \$12,000 1.5.7 Mulch 20 CY \$25 \$500 Subtotal \$762,525 Schematic Design and Construction Contingency 25% \$190,631.25 **Construction Cost Escalation** YR \$38,126.25 1 5% TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST \$991,283

WAGGONNER &BALL

NEFATT & NICHOL STUDI

28-Jun-24

12X (West Toll Plaza) Site

WAGGONNER & BALLL A ROFFATT & NICHOL STUDIO

28-Jun-24

ltem	Description	Qty	Units	Unit Cost	Total Cost
1	WEST TOLL PLAZA PARK	1		-	
1.1	SITE PREP				\$193,000
1.1.1	Tree Protection Fencing	4,500	LF	\$4	\$18,000
	Tree Removal, Stump Grinding and clearing	1	LS	\$100,000	\$100,000
	Invasive Removal	1	LS	\$75,000	\$75,000
1.2	MOBILIZATION				\$150,000
1.2.1	Mobilization and Demobilization	1	LS	\$150,000	\$150,000
	EARTHWORK				\$235,500
1.3.1	Earthwork (Rough and Fine Grading)	2,220	SY	\$25	\$55,500
	Top soil	2,000	CY	\$50	\$100,000
	Erosoin Control	1	LS	\$80,000	\$80,000.00
	RESTROOM FACILITY			+,	\$239,725
	Conditioned Restroom Facility	380	SF	\$400	\$152,000
	Covered outdoor pavillion	280	SF	\$250	\$70,000
	Water Fountain	2	EA	\$3,000	\$6,000
	Bench	2	EA	\$5,000	\$10,000
	Trash Receptacle	1	EA	\$1,725	\$1,725
	NATURAL PLAYGROUND		L/\	ψ1,720	\$2,123,225
	Natural wood stumps	500	LF	\$40	\$20,000
	Shade canopy	1	LS	\$850,000	\$850,000
	Play structures	1	LS	\$650,000	\$650,000
	Water spigot	1	EA	\$2,500	\$2,500
	Water fountain	1	EA	\$3,000	\$3,000
	Picnic table	6	EA	\$6,000	\$36,000
	Bench	4	EA	\$5,000	\$20,000
	Adult Fitness	4		\$5,000	\$20,000
	EWF	22,000	LS SF	\$60,000	\$60,000
	Trash Receptacle	22,000	EA	\$20	<u>\$440,000</u> \$1,725
			LS		
	Rock water feature	1	LS	\$40,000	\$40,000
	AMPHITHEATER / OUTDOOR CLASSROOM	050		\$ 400.00	\$48,625
	Seating	250	LF	\$100.00	\$25,000
	Stage	315	SF	\$75.00	\$23,625
	GENERAL PARK IMPROVEMENTS	(= 000	0-		\$3,869,850
	4" concrete sidewalk and subbase	15,000	SF	\$15	\$225,000
	Crushed stone path with stabilizer	1,400	CY	\$65	\$91,000
	Flush Permatrak Boardwalk	5,500	SF	\$50	\$275,000
	Elevated Permatrak Boardalk	5,400	SF	\$100	\$540,000
	Railings	800	LF	\$100	\$80,000
	5' black coated chain link fence	3000	LF	\$32	\$96,000
	Gate	3,000	EA	\$600	\$1,800,000
	Gabion basket seatwall with wood top	100	LF	\$150	\$15,000
	Bench	5	EA	\$5,000	\$25,000
	Trash Receptacle	2	EA	\$1,725	\$3,450
	Lighting Allowance	1	LS	\$150,000	\$150,000
	Picnic Tables	5	EA	\$8,000	\$40,000
	Bike Rack	8	EA	\$1,800	\$14,400
	Electrical	1	LS	\$80,000	\$80,000
	Water	1	LS	\$80,000	\$80,000
	ADA Kayak Launch	1	LS	\$75,000	\$75,000
	Parking Lot	1	LS	\$280,000	\$280,000
	SIGNAGE				\$32,800
	Main entrance Signage	1	EA	\$8,000	\$8,000

1.8.2 Secondary Signage	1	EA	\$4,000	\$4,000
1.8.3 Educational Signage	6	EA	\$2,800	\$16,800
1.8.4 Park Rules and Safety Signage	5	EA	\$800	\$4,000
1.9 PLANTING				\$67,050
1.9.1 Small Tree	30	EA	\$350	\$10,500
1.9.2 Medium Tree	45	EA	\$650	\$29,250
1.9.3 Shrubs	300	EA	\$25	\$7,500
1.9.4 Seeded Lawn	0.2	AC	\$7,000	\$1,050
1.9.5 Native Grass and Perennial Seed Mix	15	LBS.	\$100	\$1,500
1.9.6 Soil Amendments	2	AC	\$8,000	\$16,000
1.9.8 Mulch	50	CY	\$25	\$1,250
Subtotal				\$6,959,775
Schematic Design Contingency			25%	\$1,739,943.75
Construction Cost Escalation	1	YR	20% 5%	\$347,988.75
Construction Cost Escalation	1		570	φ347,900.73
TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST				\$9 047 708
TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST				\$9,047,708
1.10 EDUCATIONAL BIOSWALE AT PLAZA				\$62,000
1.10 EDUCATIONAL BIOSWALE AT PLAZA 1.10.1 Demo, Excavation	1	AC	\$50,000	\$62,000 \$50,000
1.10 EDUCATIONAL BIOSWALE AT PLAZA 1.10.1 Demo, Excavation 1.10.2 Soil remeditaion	100	CY	\$150	\$62,00 (\$50,000 \$15,000
1.10 EDUCATIONAL BIOSWALE AT PLAZA 1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings	100 1	CY LS	\$150 \$35,000	\$62,00 (\$50,000 \$15,000 \$35,000
1.10 EDUCATIONAL BIOSWALE AT PLAZA 1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings 1.10.4 Boulders	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000
1.10 EDUCATIONAL BIOSWALE AT PLAZA 1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings	100 1	CY LS	\$150 \$35,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000
1.10EDUCATIONAL BIOSWALE AT PLAZA1.10.1Demo, Excavation1.10.2Soil remeditaion1.10.3Plantings1.10.4Boulders1.10.5Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000
1.10 EDUCATIONAL BIOSWALE AT PLAZA 1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings 1.10.4 Boulders 1.10.5 Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000
1.10EDUCATIONAL BIOSWALE AT PLAZA1.10.1Demo, Excavation1.10.2Soil remeditaion1.10.3Plantings1.10.4Boulders1.10.5Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$9,047,708 \$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000 \$4,636,100

Res 24-71

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER DISCON AND SECONDED FOR ADOPTION BY COUNCILMEMBER _____

RESOLUTION NO. 24-71

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 WAGGONNER & BALL, INC FOR THE NEW PARKS DESIGN – LANDFILL (AMERICA STREET) SITE, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THERWITH

WHEREAS, the City desires to enter into a Professional Services Agreement, with Waggonner & Ball, Inc. to provide professional services to advance the New City Parks project at Landfill (America Street) Site identified in the recently adopted City of Mandeville Parks & Recreation Master Plan;

WHEREAS, the Professional Services Agreement is attached to the 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 the professional services agreement with Waggonner & Ball, Inc to provide professional services to advance the New City Parks project at the Landfill (America Street) Site identified in the recently adopted City of Mandeville Parks & Recreation Master Plan, in accordance with the terms of that agreement.

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

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

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

Alicia Watts Clerk of Council Scott Discon Council Chairman

AFT AIA Document B101° - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « » (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, Inc. »« » «2200 Prytania Street » «New Orleans, LA 70130 » « »

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

«New City Park at Landfill (America Street) Site » «Mandeville, Louisiana » «City Project No. 100.25.001 »

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.

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





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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 based on the "City of Mandeville Parks & Recreation Master Plan" and will be completed by the Architect as a Supplemental Service. See "Exhibit A: Draft Program for New City Park at Landfill (America Street) Site" for a summary description of the initial Program. »

§ 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 site for this park is the former landfill located along the Tammany Trace at America Street. The Architect will request from the Owner existing utility surveys, GIS data, environmental reports, and other pertinent reports and studies. The Architect will retain Consultants for geotechnical reports, a topographic survey, other site information as needed. This project was awarded a Land and Water Conservation Fund (LWCF) grant. »

§ 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.)

«\$4,242,895.00 »

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

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.1 Design phase milestone dates, if any:

«Concept Design: January 2025 Schematic Design: March 2025 Design Development: May 2025 Construction Documents: August 2025 Procurement September 2025 NOTE: See Exhibit C for tasks/phases estimated to be completed with current City funding. With LWCF grant, current funding is estimated to be sufficient to complete the project. **>>** Construction commencement date: «October 2025 » Substantial Completion date or dates:

«December 2026.»

.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 fasttrack design and construction, multiple bid packages, or phased construction.)

«Competitive bid. »

.2

.3

§ 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.)

«City Engineering City of Mandeville Department of Planning & Zoning City of Mandeville Department of Public Works »

§ 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 provided by the Architect as a supplemental service. »« » « » « » « »

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« »

.2 **Civil Engineer:**

> «To be provided by the Architect. »« » « » « » « » « »

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

« »

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

«John Kleinschmidt, AIA, LEED AP BD+C » «Waggonner & Ball, Inc. » «2200 Prytania Street » «New Orleans, LA 70130 » «john@wbae.com » «Mobile: 314-601-1607 / Office: 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:

Structural Engineer: .1

> «Marais Consultants, LLC »« » «900 Camp Street, Office 409 » «New Orleans, LA 70115 » « » « »

.2 Mechanical Engineer:

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

.3 **Electrical Engineer:**

> «To be determined. »« » « » « » « » « »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«Geotechnical Engineer, Environmental Services Consultant, Professional Land Surveyor. »

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§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall 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. 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 General Liability with policy limits of not less than \$ <1,000,000 » for each occurrence and \$ < 2,000,000» in the aggregate for bodily injury and property damage.

§ 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.

§ 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

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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.

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§ 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. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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, and an executed Notice to Proceed, 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, and an executed Notice to Proceed, 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)

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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 Following an Executed Notice to Proceed, 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:

- facilitating the distribution of Bidding Documents to prospective bidders; .1
- .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:

- facilitating the distribution of Proposal Documents for distribution to prospective contractors and .1 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 Following an Executed Notice to Proceed, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–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

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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

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the 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.

§ 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:
 - conduct reviews to determine the date or dates of Substantial Completion and the date of final .1 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 a 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.

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.)

D
Responsibility
(Architect, Owner, or not provided)
Not provided
Not provided
Architect; included in Basic Services
Architect; included in Basic Services
Not provided
Not provided
Architect
Owner
Not provided
Not provided

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Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
	Basic Services in Closeout Phase, based on as-
§ 4.1.1.16 As-constructed record drawings	built drawings provided by the Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 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	Not provided
§ 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
§ 4.1.1.29.1 Topographic Survey	Architect
§ 4.1.1.29.2 Geotechnical Engineering	Architect
§ 4.1.1.29.3 Environmental Services	Architect
§ 4.1.1.30 Other Supplemental Services	To Be Determined
§ 4.1.1.30.1 Preliminary Opinion of Probable Costs for City Budget	Architect
§ 4.1.1.30.2 Site Investigation (Concept Design)	Architect
§ 4.1.1.30.3 Site Planning (Community Engagement)	Architect
§ 4.1.1.30.4 Feasibility Studies	Architect
§ 4.1.1.30.5 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.)

«Civil Engineering (included in Basic Services) - Paving design 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 (included in Basic Services) - Planting plans, construction details, specifications

Detailed Cost Estimating - Opinion of Probable Cost at conclusion of Schematic Design, Design Development, and Construction Documents phases.

As-constructed Record Drawings (Basic Services in Closeout Phase, based on as-built drawings provided by the Contractor) - Drawings for Owner's use that reflect as-constructed built conditions. These drawings will be dependent upon the Contractor furnishing complete as-built documents.

Topographic Survey

Geotechnical Engineering

Environmental Services - Soil sampling & lab analysis, Limited Subsurface Phase II Environmental Site Assessment.

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Preliminary Opinion of Probable Costs for City Budget - See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at Landfill (America Street) Site"

Site Investigation (Concept Design) - See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at Landfill (America Street) Site"

Site Planning (Community Engagement) - See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at Landfill (America Street) Site"

Feasibility Studies - See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at Landfill (America Street) Site." Feasibility Studies to be coordinated with the Owner following City acceptance of the LWCF grant.

§ 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.*)

« On-site project representation Telecommunications/data design 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 E204TM-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:

- Services necessitated by a change in the Initial Information, previous instructions or approvals given .1 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;
- Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where .8 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,

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Assistance to the Initial Decision Maker, if other than the Architect. .11

§ 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.

- Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the .1 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
- .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 initial and one follow up, for a total of two » inspections 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.

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.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

COST OF THE WORK ARTICLE 6

§ 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,

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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

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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 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

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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

- [« X »] Litigation in a court of competent jurisdiction
- [« »] Other: (Specify)
 - « »

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

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

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§ 9.8 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.

MISCELLANEOUS PROVISIONS ARTICLE 10

§ 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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ARTICLE 11 COMPENSATION

Design Development Phase

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

.1 Stipulated Sum (Insert amount) « » .2 Percentage Basis (Insert percentage value) «Ten » («10 ») % of the Cost of the Work, as calculated in accordance with Section 11.6. .3 Other (Describe the method of compensation) « » § 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.) « Preliminary Opinion of Probable Costs for City Budget: \$10,000.00 Site Investigation (Concept Design): \$30,000.00 Site Planning (Community Engagement): \$20,000.00 Feasibility Studies: \$15,000.00 Land Survey: Surveyor's cost, plus Architect's 10% markup; Surveyor's cost not to exceed \$13,100.00 without prior approval (\$14,410.00 with markup). Cost Estimator's cost, plus Architect's 10% markup; Cost Estimator's cost not to exceed \$8,000.00 without prior approval (\$8,800.00 with markup). Environmental Review: Environmental Consultant's cost, plus Architect's 10% markup; Environmental Consultant's cost not to exceed \$20,000.00 without prior approval (\$22,000.00 with markup). Lab Test Cost: Environmental Consultant's cost, plus Architect's 10% markup; Environmental Consultant's cost not to exceed \$15,000.00 without prior approval (\$16,500 with markup). Geotechnical and Soil Boring: Environmental Consultant's cost, plus Architect's 10% markup; Environmental Consultant's cost not to exceed \$40,000.00 without prior approval (\$44,000.00 with markup). See Exhibit C for further information. § 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 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 » %)

percent (

«20 »

%)

«Twenty »

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Construction Documents Phase	«Thirty »	percent («30 »	%)
Procurement Phase Construction Phase	«Five » «Thirty »	percent (percent («5 » «30 »	%) %)
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 not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 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 D: Waggonner & Ball Hourly Billing Rates" »

§ 11.7 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;
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; .6
- Renderings, physical models, mock-ups, professional photography, and presentation materials .7 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;
- Registration fees and any other fees charged by the Certifying Authority or by other entities as .11 necessary to achieve the Sustainable Objective; and,
- Other similar Project-related expenditures. .12

§ 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 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.

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§ 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 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 » % « »

§ 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.

« »

SCOPE OF THE AGREEMENT **ARTICLE 13**

§ 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 B101TM-2017, Standard Form Agreement Between Owner and Architect .2 Exhibits:

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

[« »] AIA Document E204TM–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 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: Draft Program for New City Park at Landfill (America Street) Site »
«Exhibit B: Scope Summary for Selected Supplemental Services for New City Park at
Landfill (America Street) Site »
«Exhibit C: Fee Summary for New City Park at Landfill (America Street) Site »
«Exhibit D: Waggonner & Ball Hourly Billing Rates »
«Exhibit E: Preliminary Opinion of Probable Costs for New City Parks at Landfill (America
Street), Carroll Street, and 12X (West Toll Plaza) Sites
»

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

OWNER (Signature)

ARCHITECT (Signature)

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«Clay Madden »«Mayor, City of Mandeville »

(Printed name and title)

«Andrew J. Sternad »«Business Unit Leader » (Printed name, title, and license number, if required)



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Exhibit A: Draft Program for New City Park at Landfill (America Street) Site

- 1. Parking lot on site for visitors with approximately 8 12 parking spaces, including accessible spaces as required.
- 2. Bicycle racks
- 3. New curb cut and driveway near the existing vehicular entry on America Street
- 4. New pedestrian entry at the corner of America Street and Lafayette Street
- 5. Trails connecting all site elements and buildings
- 6. Pedestrian/bicycle bridge connecting new park to the existing Tammany Trace
- 7. Two (2) single-occupant toilet rooms for park visitors
- 8. Secure storage space for park maintenance, potentially integrated with toilet room structure
- 9. Sheltered outdoor space, potentially integrated with toilet room structure
- 10. Paved multi-use patio, potentially integrated with sheltered outdoor space
- 11. Playground prioritizing natural materials and nature-based play
- 12. Picnic tables (quantity TBD)
- 13. New trees, potentially on new fill
- 14. Native meadow
- 15. Botanical garden focused on local native plant communities
- 16. Planted bioswales to reduce stormwater runoff
- 17. Open field for passive recreation
- 18. Interpretive and wayfinding signage

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Exhibit B: Scope Summary of Selected Supplemental Services for New City Park at Landfill (America Street) Site

Preliminary Opinion of Probable Costs

Rough order of magnitude costing of three new parks identified in the City of Mandeville Parks & Recreation Master Plan: Carroll Street Stormwater Park, 12X (West Toll Plaza) Site, and the Landfill (America Street) Site.

- Develop one (1) "Costing Plan" for each of the three (3) parks to measure area and/or volume takeoffs and identify site elements for each new park based on preliminary visualizations and design concepts in the City of Mandeville Parks & Recreation Master Plan document. Costing Plans will serve as the basis for further development of park design concepts.
- 2. Define Cost Categories for each park
- 3. Measure Area and/or Volume Takeoffs for each park and calculate total costs based on unit costs
- 4. Compile Draft Budget Recommendations
- 5. Review Draft Budget Recommendations with City to confirm park program, access, amenities, and landscape features
- 6. Compile Final Budget Recommendations

Site Investigation (Concept Design)

- 1. Review of survey, geotechnical analysis and environmental reports.
- 2. Conduct a Zoning Analysis to determine allowable building footprints, maximum heights, open space requirements, setbacks, parking and other requirements.
- 3. Establish stormwater mitigation needs to prevent increased stormwater runoff impacting adjacent neighborhood.
 - a. Enhance existing drainage swales along America Street and Lafayette Street.
 - b. Evaluate use of permeable vs. impermeable paving on site.
- 4. Develop a Conceptual Design Package building upon prior community feedback and design from the City of Mandeville Parks and Recreation Master Plan.
 - a. Rendered Site Plan
 - b. Building Floor Plan(s)
 - c. Building Section(s)
 - d. Site Section(s)
 - e. Program Diagrams
 - f. Circulation Diagrams

g. Precedent Images that help convey the intended vision

Site Planning (Community Engagement)

- 1. Develop questions for an online public survey to confirm program for the new park. Survey to be distributed by City of Mandeville similar to surveys conducted during the Parks and Recreation Master Plan.
- 2. Concept Design Public Workshop aligned with City of Mandeville Planning and Zoning Meeting
 - a. Review public survey results
 - b. Review of survey outcomes between The City and Design Team in preparation of Schematic Design Phase.
- 3. Schematic Design Public Workshop aligned with City of Mandeville Planning and Zoning Meeting

Feasibility Studies

Feasibility Studies tasks to be coordinated with the Owner following City official acceptance of the LWCF Grant.

- 1. Refine drawings and diagrams from the Parks and Recreation Master Plan to align with Land and Water Conservation Fund (LWCF) grant submittal requirements.
- 2. Develop a project narrative and other input to the Louisiana Office of State Parks for the submittal of LWCF grant.
- 3. Refine preliminary opinion of probable cost to align with LWCF grant submittal requirements.

Exhibit C: New City Park at Landfill (America Street) Site Fee Summary

Phase/Task Supplemental Services	Total Fee (Before LWCF Grant)	Anticipated Funding by LWCF Grant	Notes
Preliminary Opinion of Probable Costs for City Budget (Completed June 2024)*	\$ 10,000.00	\$ -	Rough order of magnitude costing of three new parks: Carroll Street Stormwater Park, 12X (West Toll Plaza) Site, and the Landfill Site.
Site Investigation (Concept Design)*	\$ 30,000.00	\$ 15,000.00	Description per LWCF Grant; scope to include Concept Design. Detailed description in Exhibit B.
Site Planning (Community Engagement)*	\$ 20,000.00	\$ 10,000.00	Description per LWCF Grant; scope to include Community Engagement. Detailed description in Exhibit B.
Feasibility Studies	\$ 15,000.00	\$ 7,500.00	Description per LWCF Grant; scope to include documentation of project for LWCF grant submittal, including opinion of probable cost. Detailed description in Exhibit B; Feasibility Studies tasks to be coordinated with the Owner following City official acceptance of the LWCF Grant.
Land Survey*	\$ 14,410.00	\$ 1,500.00	Estimate by Randall W. Brown & Assoc., Inc. LWCF Grant match may be increased if other line items are reduced, pending guidance from grant manager.
Cost Estimates*	\$ 8,800.00	\$ 2,000.00	LWCF Grant match may be increased if other line items are reduced, pending guidance from grant manager. Detailed cost estimates at Schematic Design, Design Development, and Construction Documents.
Environmental Review*	\$ 22,000.00	\$ 10,000.00	Description per LWCF Grant; estimate for grant submittal
Lab Test Cost*	\$ 16,500.00	\$ 7,500.00	Description per LWCF Grant; estimate for grant submittal
Geotechnical & Soil Boring*	\$ 44,000.00	\$ 20,000.00	Description per LWCF Grant; estimate for grant submittal
Total Supplemental Services	\$ 180,710.00	\$ 73,500.00	

NOTE: Tasks shaded grey are by subconsultants. Estimates for these tasks include a 10% markup.

Basic Services Phase (with % of Basic Services fee)	Total Fe Grant)	e (Before LWCF	Anticipat by LWCF	ted Funding Grant	Notes
Schematic Design (15%)*	\$	63,643.43	\$	50,000.00	"Design fees, Prelim." in LWCF Grant; fee linked to Cost of Construction
Design Development (20%)*	\$	84,857.90			Fee linked to Cost of Construction
Construction Documents (30%)*	\$	127,286.85	\$	102,500.00	"Design fees, Final" in LWCF Grant; fee linked to Cost of Construction
Procurement (5%)	\$	21,214.48			Fee linked to Cost of Construction
Construction Administration (30%)	\$	127,286.85			Fee linked to Cost of Construction
Total Basic Services	\$	424,289.50	\$	152,500.00	
Preliminary Opinion of Probable Cost (June 2024)	\$	4,242,895.00			

*Asterisk indicates task/phase estimated to be completed with current City funding

Exhibit D: Waggonner & Ball Hourly Rates

Role	Rate
Principal	\$325
Senior Architect/ Landscape	\$250
Architect	
Professional Landscape	\$185
Architect/ Project Manager	
Senior Designer	\$150
Designer	\$125
Intern	\$100

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WAGGONNER &BALL

A MOFFATT & NICHOL S

28-Jun-24

Landfill (America Street) Site

ltem	Description	Qty	Units	Unit Cost	Total Cost
	NDFILL SITE				
	E PREP				\$(
	ndfill testing	1	LS		\$(
	mediation	1	LS		\$(
	BILIZATION				\$125,000
	nstruction Equipment Mobilization	1	LS	\$125,000	\$125,000
	RTHWORK				\$1,068,00
	rthwork (Rough and Fine Grading)	1,600	SY	\$30	\$48,00
1.3.2 Top		20,000	CY	\$50	\$1,000,00
	osoin Control	1	LS	\$20,000	\$20,00
	STROOM FACILITY				\$169,72
	nditioned Restroom Facility	300	SF	\$350	\$105,00
	vered outdoor pavillion	200	SF	\$250	\$50,00
	iter Fountain	1	EA	\$3,000	\$3,000
1.4.4 Bei		2	EA	\$5,000	\$10,00
	sh Receptacle	1	EA	\$1,725	\$1,72
	TURAL PLAYGROUND				\$835,72
	tural wood stumps	200	LF	\$40	\$8,000
	ade canopy	1	LS	\$85,000	\$85,000
	y structures	1	LS	\$450,000	\$450,000
	iter spigot	1	EA	\$2,500	\$2,500
	iter fountain	1	EA	\$3,000	\$3,000
1.5.6 Pic		3	EA	\$6,000	\$18,000
1.5.7 Bei		3	EA	\$5,000	\$15,000
	ult Fitness	1	LS	\$60,000	\$60,000
1.5.9 EW	/F	4,000	SF	\$20	\$80,000
1.5.10 Po	ured in Place Rubberized Surface	3,000	SF	\$38	\$112,500
1.5.11 Tra	sh Receptacle	1	EA	\$1,725	\$1,72
1.6 INF	ORMAL PLAY FIELD / BASEBALL FIELD				\$32,00
1.6.1 See	eded Lawn	2	AC	\$7,000.00	\$14,00
1.6.2 Ble	achers	2	EA	\$9,000	\$18,000
1.7 GE	NERAL PARK IMPROVEMENTS				\$960,71
1.7.1 4" (concrete sidewalk and subbase	14,000	SF	\$15	\$210,000
1.7.2 Cru	shed stone path with stabilizer	25	CY	\$65	\$1,62
	lack coated chain link fence	1945	LF	\$32	\$62,240
1.7.4 Ga	te	3	EA	\$600	\$1,800
1.7.5 Ga	bion basket seatwall with wood top	125	LF	\$150	\$18,750
1.7.6 Bei	nch	5	EA	\$5,000	\$25,000
	sh Receptacle	4	EA	\$1,725	\$6,900
1.7.8 Lig	hting Allowance	1	LS	\$80,000	\$80,000
	nic Tables	5	EA	\$8,000	\$40,000
1.7.10 Bik		8	EA	\$1,800	\$14,40
1.7.11 Ele		1	LS	\$50,000	\$50,000
1.7.12 Wa	iter	1	LS	\$20,000	\$20,000
1.7.13 Pa		1	LS	\$280,000	\$280,000
1.7.14 Bio		1000	LF	\$150	\$150,000
1.8 SIG					\$11,40
	in entrance Signage	1	EA	\$5,000	\$5,00
	condary Signage	2	EA	\$2,000	\$4,00
	k Rules and Safety Signage	3	EA	\$800	\$2,40
	ANTING		1	4000	\$61,20

1.9.1 Small Tree	20	EA	\$350	\$7,000
1.9.2 Medium Tree	40	EA	\$600	\$24,000
1.9.3 Shrubs	200	EA	\$25	\$5,000
1.9.4 Seeded Lawn	1	AC	\$7,000	\$7,000
1.9.5 Native Grass and Perennial Seed Mix	12	LBS.	\$100	\$1,200
1.9.6 Soil Amendments	2	AC	\$8,000	\$16,000
1.9.8 Mulch	40	CY	\$25	\$1,000
Subtotal				\$3,263,765
Schematic Design and Construction Contingency Construction Cost Escalation	1	YR	25% 5%	\$815,941.25 \$163,188.25
Construction Cost Estatation			0,0	φ103,100.23
TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST				\$4,242,895

Carroll Street Sites

ltem Description Qty Units Unit Cost **Total Cost 1 CARROLL STREET SITES** 1.1 MOBILIZATION \$60,000 1.1.1 Construction Equipment Mobilization LS \$60.000 \$60,000 1 1.2 EARTHWORK \$233,000 1.2.1 Excavation (TBD upon reuse of soil) 1 LS \$0 \$0 1.2.2 Earthwork (Rough and Fine Grading) 1.400 SY \$45 \$63,000 1.2.3 Top soil / Bioretention Soil CY 2,000 \$65 \$130,000 1.2.4 Erosion Control 1 LS \$40,000 \$40,000 **1.3 GENERAL SITE IMPROVEMENTS** \$346,625 1.3.1 Overlook / Interpretive Spaces \$40.000 5 EΑ \$200.000 1.3.2 Trash Receptacle 5 ΕA \$1,725 \$8,625 1.3.3 Water spigot ΕA \$2,500 \$2,500 1 1.3.4 Picnic table 3 ΕA \$6,000 \$18,000 1.3.5 Lighting Allowance 1 ΕA \$45,000 \$45,000 1.3.6 Bench 3 EA \$5,000 \$15,000 1.3.7 Pavement Graphics / Paving LS \$30,000 \$30,000 1 1.3.8 Boardwalk 550 LF \$27.500 \$50 1.4 SIGNAGE \$29,000 1.4.1 Main Signage 1 EΑ \$5.000 \$5.000 1.4.2 Secondary Signage 2 ΕA \$2,000 \$4,000 1.4.3 Educational Signage 5 ΕA \$4,000 \$20,000 1.5 PLANTING \$93,900 1.5.1 Small Tree 20 ΕA \$350 \$7,000 1.5.2 Medium Tree 10 ΕA \$600 \$6,000 1.5.3 Shrubs 3000 ΕA \$20 \$60,000 \$7,000 1.5.4 Seeded Lawn 0.2 \$1,400 AC 1.5.5 Native Grass and Perennial Seed Mix / Establishment AC 1 \$7,000 \$7,000 1.5.6 Soil Amendments/ Prep 1 AC \$12,000 \$12,000 1.5.7 Mulch 20 CY \$25 \$500 Subtotal \$762,525 Schematic Design and Construction Contingency 25% \$190,631.25 **Construction Cost Escalation** YR \$38,126.25 1 5% TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST \$991,283

WAGGONNER &BALL

NEFATT & NICHOL STUDI

28-Jun-24

12X (West Toll Plaza) Site

WAGGONNER & BALLL A ROFFATT & NICHOL STUDIO

28-Jun-24

ltem	Description	Qty	Units	Unit Cost	Total Cost
1	WEST TOLL PLAZA PARK	l		-	
1.1	SITE PREP				\$193,000
1.1.1	Tree Protection Fencing	4,500	LF	\$4	\$18,000
	Tree Removal, Stump Grinding and clearing	1	LS	\$100,000	\$100,000
	Invasive Removal	1	LS	\$75,000	\$75,000
1.2	MOBILIZATION				\$150,000
1.2.1	Mobilization and Demobilization	1	LS	\$150,000	\$150,000
	EARTHWORK				\$235,500
1.3.1	Earthwork (Rough and Fine Grading)	2,220	SY	\$25	\$55,500
	Top soil	2,000	CY	\$50	\$100,000
	Erosoin Control	1	LS	\$80,000	\$80,000.00
	RESTROOM FACILITY			+,	\$239,725
	Conditioned Restroom Facility	380	SF	\$400	\$152,000
	Covered outdoor pavillion	280	SF	\$250	\$70,000
	Water Fountain	2	EA	\$3,000	\$6,000
	Bench	2	EA	\$5,000	\$10,000
	Trash Receptacle	1	EA	\$1,725	\$1,725
	NATURAL PLAYGROUND		L/(ψ1,720	\$2,123,225
	Natural wood stumps	500	LF	\$40	\$20,000
	Shade canopy	1	LS	\$850,000	\$850,000
	Play structures	1	LS	\$650,000	\$650,000
	Water spigot	1	EA	\$2,500	\$2,500
	Water fountain	1	EA	\$3,000	\$3,000
	Picnic table	6	EA	\$6,000	\$36,000
	Bench	4	EA	\$5,000	\$20,000
	Adult Fitness	1		\$60,000	\$20,000
	EWF	22,000	LS SF	\$60,000	\$60,000
	Trash Receptacle	22,000	EA	\$20	<u>\$440,000</u> \$1,725
			LS		
	Rock water feature	1	LS	\$40,000	\$40,000
	AMPHITHEATER / OUTDOOR CLASSROOM	050		\$ 400.00	\$48,625
	Seating	250	LF	\$100.00	\$25,000
	Stage	315	SF	\$75.00	\$23,625
	GENERAL PARK IMPROVEMENTS	(= 000	0.5		\$3,869,850
	4" concrete sidewalk and subbase	15,000	SF	\$15	\$225,000
	Crushed stone path with stabilizer	1,400	CY	\$65	\$91,000
	Flush Permatrak Boardwalk	5,500	SF	\$50	\$275,000
	Elevated Permatrak Boardalk	5,400	SF	\$100	\$540,000
	Railings	800	LF	\$100	\$80,000
	5' black coated chain link fence	3000	LF	\$32	\$96,000
	Gate	3,000	EA	\$600	\$1,800,000
	Gabion basket seatwall with wood top	100	LF	\$150	\$15,000
	Bench	5	EA	\$5,000	\$25,000
	Trash Receptacle	2	EA	\$1,725	\$3,450
	Lighting Allowance	1	LS	\$150,000	\$150,000
	Picnic Tables	5	EA	\$8,000	\$40,000
	Bike Rack	8	EA	\$1,800	\$14,400
	Electrical	1	LS	\$80,000	\$80,000
	Water	1	LS	\$80,000	\$80,000
	ADA Kayak Launch	1	LS	\$75,000	\$75,000
	Parking Lot	1	LS	\$280,000	\$280,000
	SIGNAGE				\$32,800
	Main entrance Signage	1	EA	\$8,000	\$8,000

EA EA EA EA AC LBS. AC CY	\$2,800 \$800 \$350 \$650 \$25 \$7,000 \$100 \$8,000 \$25	\$4,000 \$16,800 \$4,000 \$10,500 \$29,250 \$7,500 \$1,050 \$1,050 \$1,050 \$1,050 \$1,250 \$6,959,775
EA EA EA AC LBS. AC	\$350 \$650 \$25 \$7,000 \$100 \$8,000	\$67,050 \$10,500 \$29,250 \$7,500 \$1,050 \$1,500 \$16,000 \$16,000 \$1,250
EA EA AC LBS. AC	\$650 \$25 \$7,000 \$100 \$8,000	\$10,500 \$29,250 \$7,500 \$1,050 \$1,500 \$16,000 \$1,250
EA EA AC LBS. AC	\$650 \$25 \$7,000 \$100 \$8,000	\$29,250 \$7,500 \$1,050 \$1,500 \$16,000 \$1,250
EA AC LBS. AC	\$25 \$7,000 \$100 \$8,000	\$7,500 \$1,050 \$1,500 \$16,000 \$1,250
AC LBS. AC	\$7,000 \$100 \$8,000	\$1,050 \$1,500 \$16,000 \$1,250
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AC	\$50,000	\$50,000
CY	\$150	\$15,000
LS	\$35,000	\$35,00
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LS	\$25,000	\$25,000
		\$4,636,100
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Res 24-72

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER DISCON AND SECONDED FOR ADOPTION BY COUNCILMEMBER _____

RESOLUTION NO. 24-72

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 WAGGONNER & BALL, INC FOR THE NEW PARKS DESIGN – 12X (WEST TOLL PLAZA) SITE PROJECT, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THERWITH

WHEREAS, the City desires to enter into a Professional Services Agreement, with Waggonner & Ball, Inc. to provide professional services to advance the New City Parks project at the 12x Site identified in the recently adopted City of Mandeville Parts & Recreation Master Plan; and

WHEREAS, the Professional Services Agreement is attached to the 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 the professional services agreement with Waggonner & Ball, Inc to provide professional services to advance the New City Parks project at the 12x Site identified in the recently adopted City of Mandeville Parts & Recreation Master Plan, in accordance with the terms of that agreement.

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

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

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

Alicia Watts Clerk of Council Scott Discon Council Chairman

RAFT AIA Document B101° - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « » (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, Inc. »« » «2200 Prytania Street » «New Orleans, LA 70130 » « »

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

«New City Park at 12X (West Toll Plaza) Site » «Mandeville, Louisiana » «City Project No. 100.25.001 »

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.

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





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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 based on the "City of Mandeville Parks & Recreation Master Plan" and will be completed by the Architect as a Supplemental Service. See "Exhibit A: Draft Program for New City Park at 12X (West Toll Plaza) Site" for a summary description of the initial Program. »

§ 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 site is the City-owned parcel immediately west of the Lake Pontchartrain Causeway Toll Plaza. The Architect will request from the Owner existing utility surveys, GIS data, environmental reports, and other pertinent reports and studies. The Architect will retain Consultants for geotechnical reports, a topographic survey, other site information as needed. »

§ 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.)

«\$13,745,808.00 Total (\$4,636,100.00 Living Shoreline; \$9,047,708.00 excluding Living Shoreline)»

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

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.1 Design phase milestone dates, if any:

> «Concept Design: April 2025 Schematic Design: June 2025 Design Development: September 2025 **Construction Documents: February 2026** Procurement: March 2026 NOTE: See Exhibit C for tasks/phases estimated to be completed with current City funding. »

.2 Construction commencement date:

«May 2026 »

.3 Substantial Completion date or dates:

«September 2027.»

Other milestone dates: .4

«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 fasttrack design and construction, multiple bid packages, or phased construction.)

«Competitive bid. »

§ 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.)

«City Engineering City of Mandeville Department of Planning & Zoning City of Mandeville Department of Public Works »

§ 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 provided by the Architect as a supplemental service. »« »

- « » « »
- « »
- « »

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.2 Civil Engineer:

> «To be provided by the Architect. »« » « » « » « » « »

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

« »

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

«John Kleinschmidt, AIA, LEED AP BD+C » «Waggonner & Ball, Inc. » «2200 Prytania Street » «New Orleans, LA 70130 » «john@wbae.com » «Mobile: 314-601-1607 / Office: 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:

Structural Engineer: .1

> «Marais Consultants, LLC »« » «900 Camp Street, Office 409 » «New Orleans, LA 70115 » « » « »

.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:

«Geotechnical Engineer, Environmental Services Consultant, Professional Land Surveyor. »



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§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall 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. 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 General Liability with policy limits of not less than \$ <1,000,000 » for each occurrence and \$ < 2,000,000» in the aggregate for bodily injury and property damage.

§ 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.

§ 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

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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.

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§ 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. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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, and an executed Notice to Proceed, 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, and an executed Notice to Proceed, 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)

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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 Following an Executed Notice to Proceed, 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:

- facilitating the distribution of Bidding Documents to prospective bidders; .1
- .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:

- facilitating the distribution of Proposal Documents for distribution to prospective contractors and .1 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 Following an Executed Notice to Proceed, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–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

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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

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the 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.

§ 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:
 - conduct reviews to determine the date or dates of Substantial Completion and the date of final .1 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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issue a final Certificate for Payment based upon a final review indicating that, to the best of the .4 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.

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.)

Supplemer	ntal Services	Responsibility
		(Architect, Owner, or not provided)
§ 4.1.1.1	Programming	Not provided
§ 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	Not provided
	responsibilities	
§ 4.1.1.7	Development of Building Information Models for	Not provided
	post construction use	
§ 4.1.1.8	Civil engineering	Architect; included in Basic Services
§ 4.1.1.9	Landscape design	Architect; included in Basic Services
§ 4.1.1.10	Architectural interior design	Not provided
§ 4.1.1.11	Value analysis	Not provided
§ 4.1.1.12	Detailed cost estimating beyond that	Architect
	required in Section 6.3	
§ 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

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Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
	Basic Services in Closeout Phase, based on as-
§ 4.1.1.16 As-constructed record drawings	built drawings provided by the Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 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	Not provided
§ 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
§ 4.1.1.29.1 Topographic Survey	Architect
§ 4.1.1.29.2 Geotechnical Engineering	Architect
§ 4.1.1.29.3 Environmental Services	Architect
§ 4.1.1.30 Other Supplemental Services	To Be Determined
§ 4.1.1.30.1 Concept Design	Architect
§ 4.1.1.30.2 Community Engagement	Architect
§ 4.1.1.30.3 Living Shoreline Feasibility Study &	Architect (If Requested by Owner)
Alternatives	
§ 4.1.1.30.4 Living Shoreline Data Investigations	Architect (If Requested by Owner)
§ 4.1.1.30.5 Living Shoreline Value Engineering	Architect (If Requested by Owner)
§ 4.1.1.30.6 Living Shoreline 30% Design	Architect (If Requested by Owner)
§ 4.1.1.30.7 Living Shoreline 60% Design	Architect (If Requested by Owner)
§ 4.1.1.30.8 Living Shoreline Final Design	Architect (If Requested by Owner)
§ 4.1.1.30.9 Living Shoreline Permitting	Architect (If Requested by Owner)
§ 4.1.1.30.10 Living Shoreline Construction Administration	Architect (If Requested by Owner)
§ 4.1.1.30.12 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.)

«Civil Engineering (included in Basic Services) - Paving design 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 (included in Basic Services) - Planting plans, construction details, specifications Detailed Cost Estimating - Opinion of Probable Cost at conclusion of Schematic Design, Design Development, and Construction Documents phases.

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As-constructed Record Drawings (Basic Services in Closeout Phase, based on as-built drawings provided by the Contractor.) - Drawings for Owner's use that reflect as-constructed built conditions. These drawings will be dependent upon the Contractor furnishing complete as-built documents.

Topographic Survey

>>

Geotechnical Engineering

Environmental Services - Wetland delineation and Jurisdictional Determination, State Water Bottoms Permit, Coast Guard Permit, Cultural Resources Assessment, Environmental Assessment, Joint Permit Application Concept Design (Including Living Shoreline) - See "Exhibit B: Scope Description of Selected Supplementary

Services for New City Park at 12X (West Toll Plaza) Site

Community Engagement - See "Exhibit B: Scope Description of Selected Supplementary Services for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline Feasibility Study & Alternatives – See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline Data Investigations – See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline Value Engineering – See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline 30% Design - See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline 60% Design – See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline Final Design - See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline Permitting – See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

Living Shoreline Construction Administration - See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site"

NOTE: Living Shoreline scope of services and fee to be negotiated with City prior to performing any work beyond initial Concept Design task.

§ 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.*)

« On-site project representation Telecommunications/data design 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 E204TM–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:

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- .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;
- Services necessitated by the enactment or revision of codes, laws, or regulations, including changing .2 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;
- Evaluation of the qualifications of entities providing bids or proposals; .9
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- Assistance to the Initial Decision Maker, if other than the Architect. .11

§ 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.

- Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the .1 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
- .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
- «One initial and one follow up, for a total of two » inspections for any portion of the Work to .4 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.

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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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

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§ 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.

§ 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.

§ 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.

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, guality, 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 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

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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

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

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

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

TERMINATION OR SUSPENSION ARTICLE 9

§ 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

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

§ 9.8 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

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professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum (Insert amount)

« »

.2 Percentage Basis (Insert percentage value)

> «Ten » («10 ») % of the Cost of the Work excluding the Living Shoreline, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of *compensation apply.*)

« Concept Design (Including Living Shoreline): \$55,000.00

Community Engagement: \$16,120.00

Land Survey: Surveyor's cost, plus Architect's 10% markup; Surveyor's cost not to exceed \$27,450.00 without prior approval (for a total of \$30,195.00 with markup).

Cost Estimator's cost, plus Architect's 10% markup; Cost Estimator's cost not to exceed \$8,000.00 without prior approval (for a total of \$8,800.00 with markup).

Geotechnical Engineering: Geotechnical Engineer's cost, plus Architect's 10% markup; Geotechnical Engineer's cost not to exceed \$60,000.00 without prior approval (for a total of \$66,000.00 with markup).

Environmental Services: Environmental Consultant's cost, plus Architect's 10% markup; Environmental Consultant's cost not to exceed \$91,200.00 without prior approval (for a total of \$100,320.00 with markup).

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See "Exhibit C: Fee Summary for New City Park at 12X (West Toll Plaza Site)" for further information. Living Shoreline Feasibility Study & Alternatives: Compensation to be determined, and agreed to by Owner and Architect, prior to commencement of Work. See "Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site" for a preliminary proposal for reference. Living Shoreline Data Investigations: See note above Living Shoreline Value Engineering: See note above Living Shoreline 30% Design: See note above Living Shoreline 60% Design: See note above Living Shoreline Final Design: See note above Living Shoreline Permitting: See note above Living Shoreline Construction Administration: See note above

§ 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 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 Design Development Phase	«Fifteen » «Twenty »	percent (percent («15 » %) «20 » %)
Construction Documents Phase Procurement Phase	«Thirty » «Five »	percent («30» %) «5» %)
Construction Phase	«Thirty »	percent («30 » %)
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 not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 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 D: Waggonner & Ball Hourly Billing Rates" »

§ 11.7 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;

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- .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;
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; .6
- Renderings, physical models, mock-ups, professional photography, and presentation materials .7 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;
- Registration fees and any other fees charged by the Certifying Authority or by other entities as .11 necessary to achieve the Sustainable Objective; and,
- Other similar Project-related expenditures. .12

§ 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 Initial Payments

§ 11.8.1.1 An initial payment of (area) (()) shall be made upon execution of this Agreement and is theminimum 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 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 » % « »

§ 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 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:

AIA Document B101TM-2017, Standard Form Agreement Between Owner and Architect .1 .2 Exhibits:

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

[« »] AIA Document E204TM–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

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« »

[« 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: Draft Program for New City Park at 12X (West Toll Plaza) Site »
«Exhibit B: Scope Summary for Selected Supplemental Services for New City Park at 12X
(West Toll Plaza Site) »
«Exhibit C: Fee Summary for New City Park at 12X (West Toll Plaza Site) »
«Exhibit D: Waggonner & Ball Hourly Billing Rates »
«Exhibit E: Preliminary Opinion of Probable Costs for New City Parks at Landfill (America
Street), Carroll Street, and 12X (West Toll Plaza) Sites
Exhibit F: Preliminary Opinion of Probable Costs for Living Shoreline at New City Park at
12X (West Toll Plaza) Site
Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll
Plaza) Site
»
»

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

OWNER (Signature)

«Clay Madden »«Mayor, City of Mandeville »

(Printed name and title)

ARCHITECT (Signature)

«Andrew J. Sternad »«Business Unit Leader » (Printed name, title, and license number, if required)





Exhibit A: Draft Program for New City Park at 12X (West Toll Plaza) Site

- 1. "Living Shoreline" including terraced shoreline, segmented breakwaters, and vegetative plantings for marsh creation
- 2. Parking lot on site for visitors with approximately 8 12 parking spaces, including accessible spaces as required.
- 3. New curb cut and driveway, location to be determined
- 4. Bicycle rack(s)
- 5. Kayak launch
- 6. Trails connecting parking lot, building(s), and playground
- 7. Boardwalk trail over low-lying portion of park, integrated with at-grade trails
- 8. Two (2) single-occupant toilet rooms for park visitors
- 9. Secure storage space for park maintenance, potentially integrated with toilet room structure
- 10. Sheltered outdoor space, potentially integrated with toilet room structure
- 11. Paved multi-use plaza, potentially integrated with sheltered outdoor space
- 12. Playground prioritizing natural materials and nature-based play; accessible as required.
- 13. Picnic tables (quantity TBD)
- 14. New trees, pending ecological survey of existing vegetation
- 15. Native meadow plantings, pending ecological survey of existing vegetation
- 16. Planted bioswales to reduce stormwater runoff
- 17. Interpretive and wayfinding signage

Additional program/scope to be considered (not yet captured in Preliminary Opinion of Probable Cost):

- 18. Protective fencing along Causeway Service Road & Copal Street
- 19. New sidewalks to connect new park to Causeway Service Road & Monroe Street

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Exhibit B: Scope Summary of Selected Supplemental Services for New City Park at 12X (West Toll Plaza) Site

Concept Design (Including Living Shoreline)

- 1. Review of survey, geotechnical analysis and environmental reports.
- 2. Conduct a Zoning Analysis to determine allowable building footprints, maximum heights, open space requirements, setbacks, parking and other requirements.
- 3. Establish stormwater mitigation plan to prevent stormwater runoff and improve water quality.
 - a. Evaluate use of permeable vs. impermeable paving on site.
- 4. Develop a Conceptual Design Package building upon prior community feedback and design from the City of Mandeville Parks and Recreation Master Plan.
 - a. Rendered Site Plan
 - b. Building Floor Plan(s)
 - c. Building Section(s)
 - d. Site Section(s)
 - e. Program Diagrams
 - f. Circulation Diagrams
 - g. Precedent Images that help convey the intended vision

Community Engagement

- 1. Develop questions for an online public survey to confirm program for the new park. Survey to be distributed by City of Mandeville similar to surveys conducted during the Parks and Recreation Master Plan.
- 2. Concept Design Public Workshop aligned with City of Mandeville Planning and Zoning Meeting
 - a. Review public survey results
 - b. Review of survey outcomes between The City and Design Team in preparation of Schematic Design Phase.
- 3. Schematic Design Public Workshop aligned with City of Mandeville Planning and Zoning Meeting

Exhibit C: New City Park at 12X (West Toll Plaza) Site Fee Summary

Supplemental Service Task	Fee	Notes
Concept Design*	\$ 55,000.00	Includes Living Shoreline preliminary design
Community Engagement*	\$ 16,120.00	Online survey + 2 public workshops
Land Survey*	\$ 30,195.00	Estimate by Randall W. Brown & Assoc., Inc.
Cost Estimates	\$ 8,800.00	Preliminary estimate
Geotechnical Engineering*	\$ 66,000.00	Preliminary estimate
Environmental Services*	\$ 100,320.00	Preliminary estimate
	To Be Determined (If	
Living Shoreline Feasibility Study & Alternatives	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
	To Be Determined (If	
Living Shoreline Data Investigations	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
	To Be Determined (If	
Living Shoreline Value Engineering	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
	To Be Determined (If	
Living Shoreline 30% Design	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
	To Be Determined (If	
Living Shoreline 60% Design	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
	To Be Determined (If	
Living Shoreline Final Design	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
	To Be Determined (If	
Living Shoreline Permitting	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
	To Be Determined (If	
Living Shoreline Construction Admin & Inspection	Requested by Owner)	See Exhibit G for preliminary scope & fee proposal.
Total Supplemental Services (Pending Further Scope		
Refinement of Living Shoreline Design)	\$ 276,435.00	

NOTE: Tasks shaded grey are by subconsultants. Estimates for these tasks include a 10% markup.

Basic Services Phase (with % of Basic Services fee) -

EXCLUDING Living Shoreline	Fee		Notes
Schematic Design (15%)*	\$	135,715.62	Fee linked to Cost of Construction
Design Development (20%)	\$	180,954.16	Fee linked to Cost of Construction
Construction Documents (30%)	\$	271,431.24	Fee linked to Cost of Construction
Procurement (5%)	\$	45,238.54	Fee linked to Cost of Construction
Construction Administration (30%)	\$	271,431.24	Fee linked to Cost of Construction
Total Basic Services - EXCLUDING Living Shoreline	\$	904,770.80	
Preliminary Opinion of Probable Cost (June 2024) EXCLUDING Living Shoreline	\$	9,047,708.00	
Preliminary Opinion of Probable Cost (June 2024) - Living Shoreline ONLY	\$	4,636,100.00	
Preliminary Opinion of Probable Cost - TOTAL	\$	13,683,808.00	

*Asterisk indicates task/phase estimated to be completed with current City funding

Exhibit D: Waggonner & Ball Hourly Rates

Role	Rate
Principal	\$325
Senior Architect/ Landscape	\$250
Architect	
Professional Landscape	\$185
Architect/ Project Manager	
Senior Designer	\$150
Designer	\$125
Intern	\$100

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WAGGONNER &BALL

A MOFFATT & NICHOL S

28-Jun-24

Landfill (America Street) Site

ltem	Description	Qty	Units	Unit Cost	Total Cost
	NDFILL SITE				
	E PREP				\$(
	ndfill testing	1	LS		\$(
	mediation	1	LS		\$(
	BILIZATION				\$125,000
	nstruction Equipment Mobilization	1	LS	\$125,000	\$125,000
	RTHWORK				\$1,068,00
	rthwork (Rough and Fine Grading)	1,600	SY	\$30	\$48,00
1.3.2 Top		20,000	CY	\$50	\$1,000,00
	osoin Control	1	LS	\$20,000	\$20,00
	STROOM FACILITY				\$169,72
	nditioned Restroom Facility	300	SF	\$350	\$105,00
	vered outdoor pavillion	200	SF	\$250	\$50,00
	iter Fountain	1	EA	\$3,000	\$3,000
1.4.4 Bei		2	EA	\$5,000	\$10,00
	sh Receptacle	1	EA	\$1,725	\$1,72
	TURAL PLAYGROUND				\$835,72
	tural wood stumps	200	LF	\$40	\$8,000
	ade canopy	1	LS	\$85,000	\$85,000
	y structures	1	LS	\$450,000	\$450,000
	iter spigot	1	EA	\$2,500	\$2,500
	iter fountain	1	EA	\$3,000	\$3,000
1.5.6 Pic		3	EA	\$6,000	\$18,000
1.5.7 Bei		3	EA	\$5,000	\$15,000
	ult Fitness	1	LS	\$60,000	\$60,000
1.5.9 EW	/F	4,000	SF	\$20	\$80,000
1.5.10 Po	ured in Place Rubberized Surface	3,000	SF	\$38	\$112,500
1.5.11 Tra	sh Receptacle	1	EA	\$1,725	\$1,72
1.6 INF	ORMAL PLAY FIELD / BASEBALL FIELD				\$32,00
1.6.1 See	eded Lawn	2	AC	\$7,000.00	\$14,00
1.6.2 Ble	achers	2	EA	\$9,000	\$18,000
1.7 GE	NERAL PARK IMPROVEMENTS				\$960,71
1.7.1 4" (concrete sidewalk and subbase	14,000	SF	\$15	\$210,000
1.7.2 Cru	shed stone path with stabilizer	25	CY	\$65	\$1,62
	lack coated chain link fence	1945	LF	\$32	\$62,240
1.7.4 Ga	te	3	EA	\$600	\$1,800
1.7.5 Ga	bion basket seatwall with wood top	125	LF	\$150	\$18,750
1.7.6 Bei	nch	5	EA	\$5,000	\$25,000
	sh Receptacle	4	EA	\$1,725	\$6,900
1.7.8 Lig	hting Allowance	1	LS	\$80,000	\$80,000
	nic Tables	5	EA	\$8,000	\$40,000
1.7.10 Bik		8	EA	\$1,800	\$14,40
1.7.11 Ele		1	LS	\$50,000	\$50,000
1.7.12 Wa	iter	1	LS	\$20,000	\$20,000
1.7.13 Pa		1	LS	\$280,000	\$280,000
1.7.14 Bio		1000	LF	\$150	\$150,000
1.8 SIG					\$11,40
	in entrance Signage	1	EA	\$5,000	\$5,00
	condary Signage	2	EA	\$2,000	\$4,00
	k Rules and Safety Signage	3	EA	\$800	\$2,40
	ANTING		1	4000	\$61,20

1.9.1 Small Tree	20	EA	\$350	\$7,000
1.9.2 Medium Tree	40	EA	\$600	\$24,000
1.9.3 Shrubs	200	EA	\$25	\$5,000
1.9.4 Seeded Lawn	1	AC	\$7,000	\$7,000
1.9.5 Native Grass and Perennial Seed Mix	12	LBS.	\$100	\$1,200
1.9.6 Soil Amendments	2	AC	\$8,000	\$16,000
1.9.8 Mulch	40	CY	\$25	\$1,000
Subtotal				\$3,263,765
Schematic Design and Construction Contingency Construction Cost Escalation	1	YR	25% 5%	\$815,941.25 \$163,188.25
Construction Cost Estatation			0,0	φ103,100.23
TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST				\$4,242,895

Carroll Street Sites

ltem Description Qty Units Unit Cost **Total Cost 1 CARROLL STREET SITES** 1.1 MOBILIZATION \$60,000 1.1.1 Construction Equipment Mobilization LS \$60.000 \$60,000 1 1.2 EARTHWORK \$233,000 1.2.1 Excavation (TBD upon reuse of soil) 1 LS \$0 \$0 1.2.2 Earthwork (Rough and Fine Grading) 1.400 SY \$45 \$63,000 1.2.3 Top soil / Bioretention Soil CY 2,000 \$65 \$130,000 1.2.4 Erosion Control 1 LS \$40,000 \$40,000 **1.3 GENERAL SITE IMPROVEMENTS** \$346,625 1.3.1 Overlook / Interpretive Spaces \$40.000 5 EΑ \$200.000 1.3.2 Trash Receptacle 5 ΕA \$1,725 \$8,625 1.3.3 Water spigot ΕA \$2,500 \$2,500 1 1.3.4 Picnic table 3 ΕA \$6,000 \$18,000 1.3.5 Lighting Allowance 1 ΕA \$45,000 \$45,000 1.3.6 Bench 3 EA \$5,000 \$15,000 1.3.7 Pavement Graphics / Paving LS \$30,000 \$30,000 1 1.3.8 Boardwalk 550 LF \$27.500 \$50 1.4 SIGNAGE \$29,000 1.4.1 Main Signage 1 EΑ \$5.000 \$5.000 1.4.2 Secondary Signage 2 ΕA \$2,000 \$4,000 1.4.3 Educational Signage 5 ΕA \$4,000 \$20,000 1.5 PLANTING \$93,900 1.5.1 Small Tree 20 ΕA \$350 \$7,000 1.5.2 Medium Tree 10 ΕA \$600 \$6,000 1.5.3 Shrubs 3000 ΕA \$20 \$60,000 \$7,000 1.5.4 Seeded Lawn 0.2 \$1,400 AC 1.5.5 Native Grass and Perennial Seed Mix / Establishment AC 1 \$7,000 \$7,000 1.5.6 Soil Amendments/ Prep 1 AC \$12,000 \$12,000 1.5.7 Mulch 20 CY \$25 \$500 Subtotal \$762,525 Schematic Design and Construction Contingency 25% \$190,631.25 **Construction Cost Escalation** YR \$38,126.25 1 5% TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST \$991,283

WAGGONNER &BALL

OFFATT & NICHOL STUDIO

28-Jun-24

12X (West Toll Plaza) Site

WAGGONNER & BALLL A ROFFATT & NICHOL STUDIO

28-Jun-24

ltem	Description	Qty	Units	Unit Cost	Total Cost
1	WEST TOLL PLAZA PARK	l		-	
1.1	SITE PREP				\$193,000
1.1.1	Tree Protection Fencing	4,500	LF	\$4	\$18,000
	Tree Removal, Stump Grinding and clearing	1	LS	\$100,000	\$100,000
	Invasive Removal	1	LS	\$75,000	\$75,000
1.2	MOBILIZATION				\$150,000
1.2.1	Mobilization and Demobilization	1	LS	\$150,000	\$150,000
	EARTHWORK				\$235,500
1.3.1	Earthwork (Rough and Fine Grading)	2,220	SY	\$25	\$55,500
	Top soil	2,000	CY	\$50	\$100,000
	Erosoin Control	1	LS	\$80,000	\$80,000.00
	RESTROOM FACILITY			+,	\$239,725
	Conditioned Restroom Facility	380	SF	\$400	\$152,000
	Covered outdoor pavillion	280	SF	\$250	\$70,000
	Water Fountain	2	EA	\$3,000	\$6,000
	Bench	2	EA	\$5,000	\$10,000
	Trash Receptacle	1	EA	\$1,725	\$1,725
	NATURAL PLAYGROUND		L/(ψ1,720	\$2,123,225
	Natural wood stumps	500	LF	\$40	\$20,000
	Shade canopy	1	LS	\$850,000	\$850,000
	Play structures	1	LS	\$650,000	\$650,000
	Water spigot	1	EA	\$2,500	\$2,500
	Water fountain	1	EA	\$3,000	\$3,000
	Picnic table	6	EA	\$6,000	\$36,000
	Bench	4	EA	\$5,000	\$20,000
	Adult Fitness	1		\$60,000	\$20,000
	EWF	22,000	LS SF	\$60,000	\$60,000
	Trash Receptacle	22,000	EA	\$20	<u>\$440,000</u> \$1,725
			LS		
	Rock water feature	1	LS	\$40,000	\$40,000
	AMPHITHEATER / OUTDOOR CLASSROOM	050		\$ 400.00	\$48,625
	Seating	250	LF	\$100.00	\$25,000
	Stage	315	SF	\$75.00	\$23,625
	GENERAL PARK IMPROVEMENTS	(= 000	0-		\$3,869,850
	4" concrete sidewalk and subbase	15,000	SF	\$15	\$225,000
	Crushed stone path with stabilizer	1,400	CY	\$65	\$91,000
	Flush Permatrak Boardwalk	5,500	SF	\$50	\$275,000
	Elevated Permatrak Boardalk	5,400	SF	\$100	\$540,000
	Railings	800	LF	\$100	\$80,000
	5' black coated chain link fence	3000	LF	\$32	\$96,000
	Gate	3,000	EA	\$600	\$1,800,000
	Gabion basket seatwall with wood top	100	LF	\$150	\$15,000
	Bench	5	EA	\$5,000	\$25,000
	Trash Receptacle	2	EA	\$1,725	\$3,450
	Lighting Allowance	1	LS	\$150,000	\$150,000
	Picnic Tables	5	EA	\$8,000	\$40,000
	Bike Rack	8	EA	\$1,800	\$14,400
	Electrical	1	LS	\$80,000	\$80,000
	Water	1	LS	\$80,000	\$80,000
	ADA Kayak Launch	1	LS	\$75,000	\$75,000
	Parking Lot	1	LS	\$280,000	\$280,000
	SIGNAGE				\$32,800
	Main entrance Signage	1	EA	\$8,000	\$8,000

1.8.2 Secondary Signage	1	EA	\$4,000	\$4,000	
1.8.3 Educational Signage	6	EA	\$2,800	\$16,800	
1.8.4 Park Rules and Safety Signage	5	EA	\$800	\$4,000	
1.9 PLANTING				\$67,050	
1.9.1 Small Tree	30	EA	\$350	\$10,500	
1.9.2 Medium Tree	45	EA	\$650	\$29,250	
1.9.3 Shrubs	300	EA	\$25	\$7,500	
1.9.4 Seeded Lawn	0.2	AC	\$7,000	\$1,050	
1.9.5 Native Grass and Perennial Seed Mix	15	LBS.	\$100	\$1,500	
1.9.6 Soil Amendments	2	AC	\$8,000	\$16,000	
1.9.8 Mulch	50	CY	\$25	\$1,250	
Subtotal					
				•	
Schematic Design Contingency			25%	\$1,739,943.75	
Construction Cost Escalation	1	YR	5%	\$347,988.75	
TOTAL PRE-SCHEMATIC DESIGN ESTIMATED COST				\$9,047,708	
				, , , , , , , , , , , , , , , , , , ,	
1.10 EDUCATIONAL BIOSWALE AT PLAZA					
	1	AC	\$50.000	\$62,000	
1.10.1 Demo, Excavation	1	AC	\$50,000 \$150	\$62,000 \$50,000	
1.10.1 Demo, Excavation 1.10.2 Soil remeditaion	•		\$150	\$62,000 \$50,000 \$15,000	
1.10.1 Demo, Excavation	100	CY		\$62,000 \$50,000 \$15,000 \$35,000	
1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings	100 1	CY LS	\$150 \$35,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000	
1.10.1Demo, Excavation1.10.2Soil remeditaion1.10.3Plantings1.10.4Boulders1.10.5Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000	
1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings 1.10.4 Boulders 1.10.5 Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000 \$4,636,100	
1.10.1Demo, Excavation1.10.2Soil remeditaion1.10.3Plantings1.10.4Boulders1.10.5Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000	
1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings 1.10.4 Boulders 1.10.5 Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000	
1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings 1.10.4 Boulders 1.10.5 Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000	
1.10.1 Demo, Excavation 1.10.2 Soil remeditaion 1.10.3 Plantings 1.10.4 Boulders 1.10.5 Signage	100 1 1	CY LS LS	\$150 \$35,000 \$12,000	\$62,000 \$50,000 \$15,000 \$35,000 \$12,000 \$25,000	



				Quantities By:	Date
	West Toll Plaza Living Shore	SM	6/28/24		
		Estimate By:	Date		
M&N PN	Activity & Loca	GS	7/1/24		
	Activity & Loca	Checked By:	Date		
241317	North Shore Shoreline,	North Shore Shoreline, Mandeville, LA 5% DESIGN			
	Project		THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND IS NOT INTENDED TO BE USED FOR		
	West Toll Plaza Living Shoreline		CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. Gerald Songy ENGINEER:		
			REGISTRATION NO.:44760		
	DRAFT 5% Opinion of Probable Construction Cost		DATE:7/01/2024		
	DRAFT 5% Opinion of Probable Construction Cost				
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
	Base Bid				
1	Mobilization And Demobilization	1	LS	\$324,200	\$324,200
2	Construction Surveying	1	LS	\$100,000	\$100,000
3	Breakwater Gap Protection - SuperSack Structure (or alternative)	300	EA	\$850.00	\$255,000
4A	Breakwater Geogrid composite	3,050	SY	\$13.65	\$41,600
4B	Breakwater Armor Layor (LA DOTD 440 LB Rip Rap)	7,200	TON	\$137.55	\$990,400
5A	Shoreline Restoration Fill - Marsh/Wetland Creation	30,000	CY	\$50.00	\$1,500,000
5B	Tidal Creek Excavation	1	LS	\$50,000.00	\$50,000
6	Turbidity Control	1	LS	\$100,000	\$100,000
7	Signage	5	EA	\$9,500	\$47,500
8	Vegetative Plantings	45,000	EA	\$3.50	\$157,500

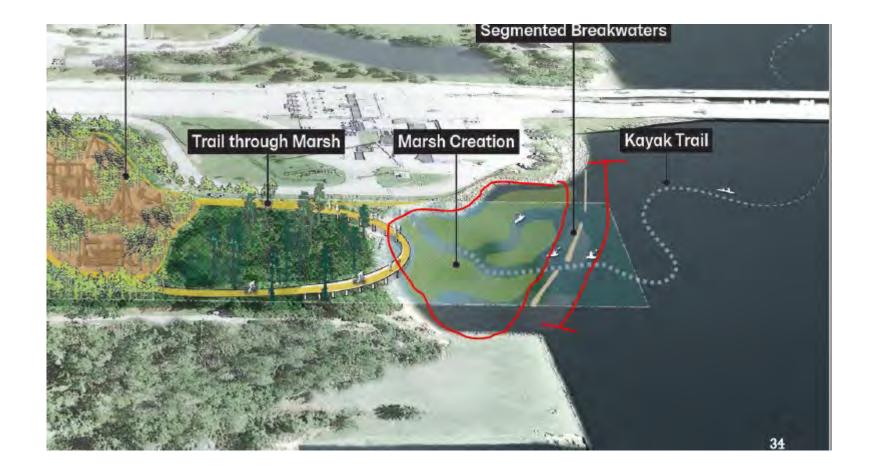
3. Total cost does not include engineering, construction administration, or monitoring services. 4. Construction surveying includes topographic, bathymetric, and magnetometer surveying. 7. Breakwater Armor Layer quantity based on assumption of 1.5 TON/CY and assumes placement directly from a barge. 8. This cost estimate is an opinion of construction cost made by the Consultant. In providing opinions of construction cost, it is recognized that neither the Client nor the Consultant has control over the costs of labor, equipment, materials or over the Contractors' methods of determining prices and bids. This opinion of construction cost is based on the Consultant's reasonable professional judgment and experience. This estimate does not constitute a warranty, expressed or implied, that the Contractors' bids or negotiated prices of work will correspond with the Owner's budget or the opinion of construction cost prepared by the Consultant.	Construction Cost (Base Bid)		\$3,566,200
	Sub-Total		\$3,566,200
	Contingencies	30%	\$1,069,900
	Total (Base Bid) + Contingency		\$4,636,100
	AACE Class 5 Accuracy Range (MIN) -30%		\$3,245,270
	AACE Class 5 Accuracy Range (MAX) +50%		\$6,954,150

West Toll Plaza Site

Mandeville, LA

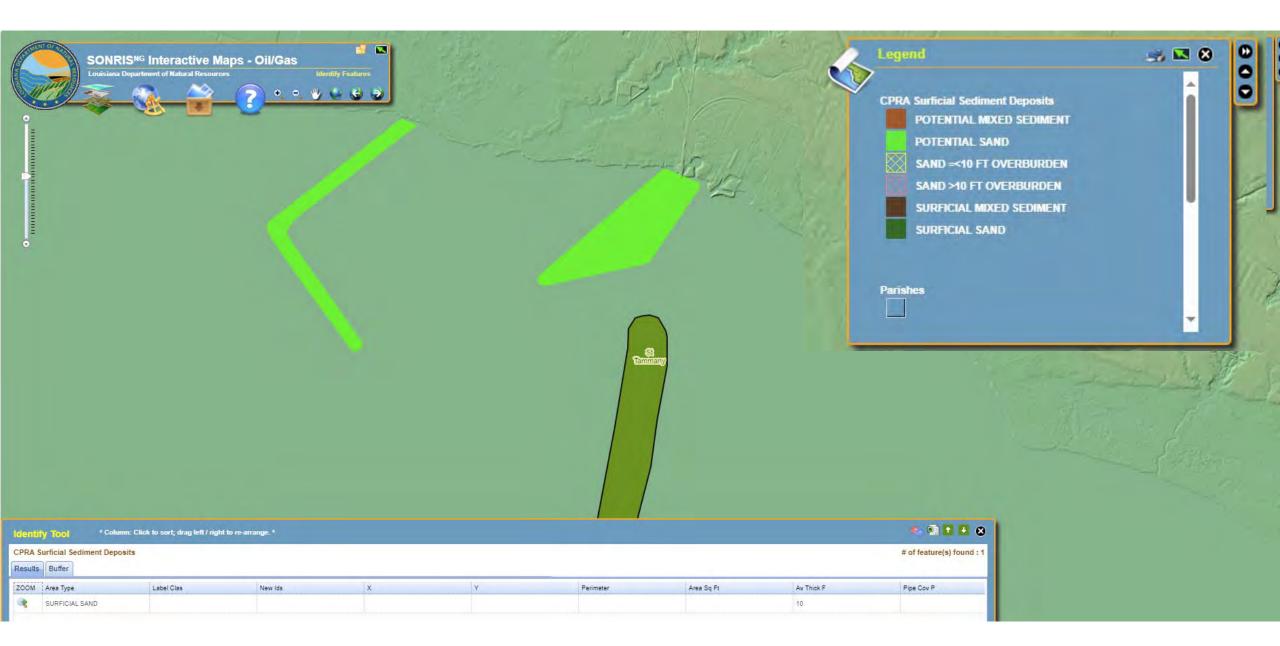
Basis of ROM Cost Estimate

Gerald Songy, Samantha McKisson



- 2.15 acres
- 450 LF of shoreline protection
- GNOEC-owned property adjacent to site





0 <u>111111111111111111111111</u> 0							Proje	ct Site		Water Wells Surface Water Boundaries Reference Layers Imagery and Maps	
Identif	ty Taol * Column: Cliv	sk to sort; drag left / right to	re-arrange. *								-
CPRA S	Surficial Sediment Deposits								# of feature(s) found : 1		
Reculto	Buffer										
-	Агеа Туре	Label Clas	New Ids	x	Y	Perimeter	Area Sq Ft	Av Thick F	Pipe Cov P		

Assumptions

- Mobilization/Demobilization: Assume 10-15% of total cost once calculated
- Shoreline protection (graded rip-rap) will follow -3.5' NAVD88 contour (max), or be adjusted to do so once survey is performed
 - Assuming 2 feet total of settlement after placement this has been incorporated in the volume
 - Constructed to an elevation of +5.5 feet, 5 foot crest width, and 3:1 side slopes
- Shoreline restoration fill
 - 2.15 acres*43560/27 = 3,470 CY/ft of fill. Assume 5 feet of fill = 3,470*5 = 17,350*1.5 C:F = 26,025 CY Round-up to 30,000 CY
- Vegetative plantings
 - 2-foot spacing, or ~21,780 plants per acre (\$3.50 per plant installed)
 - 43,560 total plants round up to 45,000
- Tidal creeks
 - 700 LF of tidal creeks assumed

WAGGONNER &BALL

Exhibit G: Living Shoreline Scope and Fee Proposal for New City Park at 12X (West Toll Plaza) Site

Task Order 01: Preliminary Scoping & Conceptual Designs

SCOPE:

Subtask 1

An outreach plan will be developed identifying stakeholders, outlining outreach goals, and defining methods to achieve those goals. These methods may include public meetings (inperson and/or virtual), surveys, fact sheets, webpage/social media, etc., with the purpose of sparking a dialogue on how the residents envision the project over time. During execution of the outreach plan, nearby residents' priorities and concerns will be documented. These will be used to inform preliminary conceptual design concepts.

Subtask 2

The result of the outreach will be a vision plan for the West Toll Plaza Living Shoreline and adjacent area with City of Mandeville. The vision plan shall include a summary of public outreach and preliminary conceptual design concepts.

Subtask 3

A preferred Concept Design will result from the previous two subtasks and be used for further tasks.

DELIVERABLES:

- 1. Outreach plan outlining goals and methods of outreach
- 2. Vision Plan report summarizing residents' ideas, potential project concerns, and preliminary conceptual design concepts.

SCHEDULE: A schedule including all milestones will be developed closer to the NTP date.

ASSUMPTIONS:

 The preliminary project site extents include approximately two (2) to two and a half (2.5) acres situated immediately west and adjacent to the North Shore Toll Plaza parcel, and from the existing shoreline out over open water to approximately the -3.0 ft NAVD88 elevation

2200 PRYTANIA STREET NEW ORLEANS, LA 70130 +1 504 524 5308 WBAF.COM contour. The proposed site extents may vary as design progresses to meet any potential design or funding constraints.

2. The project site extents are assumed to be entirely within City of Mandeville property, and therefore no land rights or legal work is anticipated or assumed in cost or schedule.

Task Order 02: Feasibility Study & Alternatives

SCOPE:

As part of the feasibility study, schematic designs shall be developed for several initial project alternatives to a sufficient detail to provide order of magnitude on opinion of probable cost. There are several components to the feasibility study.

Subtask 1: Alternatives for Analysis

Team members will refine the preliminary conceptual design concepts (Task Order 01) and evaluate project concepts. These will be documented in the Alternatives for Analysis Technical Memorandum deliverable, to be presented at a project charrette including project stakeholders. The list of concepts shall be refined based on feedback received from the City of Mandeville as well as charrette participants/stakeholders.

DELIVERABLES:

- 1. Feasibility Technical Memorandum
- 2. Charette summary and notes

Subtask 2: Concept Refinement / Independent Technical Review

The concept and schematic design of the West Toll Plaza Site will be defined and refocused once the desired alternative is chosen by The City of Mandeville. Using internal reviews form Waggonner & Ball, the Project Team will work to implement programs and land uses compatible with zoning and program needs not addressed in other projects that may be in progress from the Mandeville Master Plan.

Additionally, M&N has an Independent Technical Review (ITR) Program that is recommended for any stage of the project to ensure that clients receive cost effective, readily constructible, and practical project solutions while offering services of some of the most experienced resources across our firm. The ITR program may be internal (M&N/W&B only), or the client/owner may participate. The benefits of undertaking independent technical reviews are:

• Delivery of optimized solutions for clients, enhancing our reputation for technical excellence and ability to engineer for value

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- Getting it right the first time, avoiding costly technical re-direction and rework
- Bringing fresh ideas and perspectives to the project from independent sources
- Disseminating experiences from one project to others (applying lessons learned)
- Sharing and passing on expert knowledge to less experienced staff through senior involvement in the project (technical mentoring)

DELIVERABLES:

1. Develop a final Conceptual Design Package building upon prior community feedback and the desired design from the City of Mandeville Parks and Recreation Master Plan.

Subtask 3: Data Gap Analysis

The Project Team will complete and submit a data gap analysis with the objective of identifying any data gaps that are critical to the successful analysis and design of the project. Readily available data for each data type will be identified and procured. For each data type investigated, any data gaps that may impede the successful completion of the project will be noted and discussed in the data gap analysis report.

DELIVERABLES:

- 1. Data Gap Analysis Report
- 2. Recommendations, Assessment, and Refinement of the Data Investigations Scope

ASSUMPTIONS:

 M&N will use readily and publicly available data sources to gather as much information at the proposed project site as possible. Sources may include (but are not limited to): USGS, NOAA, USACE, CPRA, M&N/W&B internal numerical models or reports, etc.

Task Order 03: Data Investigations

SCOPE:

For data not publicly available (as determined by the data gap analysis), site-specific investigations will be initiated and may include, but are not limited to geotechnical data collection, hydrographic, bathymetric, and magnetometer surveys, and cultural resources investigations (phase I (desktop) and field investigation (if necessary)). M&N has included fees in this task order for coordination with sub-consultants and review of their deliverables throughout the investigations phase.

Due to the high potential of variability in conditions, M&N recommends all of these investigations (at a minimum) to aid in developing accurate quantities and costs and ensure all of the necessary information is collected prior to submitting a permit application.

DELIVERABLES:

- 1. Field Investigations Report (to include but not limited to):
 - a. Data Collection Plan Summary
 - b. Summary of survey, geotechnical data collection, and cultural resources investigation results and findings

ASSUMPTIONS:

- 1. The fee estimate for Task Order 3 includes assumed values for subcontractor data investigations and are subject to change when proposals are requested.
- 2. Geotechnical investigations and analyses include a sediment search within Lake Pontchartrain for dredge borrow material. As an alternative method, the fill material may also be truck or barge-delivered river sand from a nearby supplier.
- 3. At this time, no borrow material is anticipated to be available immediately north of the proposed living shoreline site as a result of grading the adjacent upland area.
- 4. Based on the scope of work, we propose any miscellaneous or unplanned effort be negotiated as the need comes up. The Moffat & Nichol team is committed to the success of this project and will work to provide all unplanned work, beyond the scope, efficiently and economically. However, several items that are beyond the scope but may be required after development of the project design and from the permit agency input process are noted below. These optional services are not currently included in the Price Proposal.
 - Special Studies Moffatt & Nichol understands the complex issues that could be raised during the permitting process. Should a requirement for a special environmental or hydrodynamic study be requested, the Moffatt & Nichol team has a staff of environmental specialists that can complete these additional studies (such as wave impacts, sediment transport, global stability analyses, or sediment chemical testing).

Task Order 04: Value Engineering Study/Construction Risk Register

SCOPE:

To better inform the Project Team regarding the additional funds required to implement and construct a preferred alternative, M&N may perform a value engineering study (VE) to explore construction cost reduction measures needed after the construction budget is presented to the City of Mandeville. M&N will then incorporate those reductive measures into the engineering and design phase to assist in maintaining the desired cost range. The VE and resulting construction risk register will aid in identifying areas where cost savings can be potentially realized and identify potential risks during construction with an estimated range of cost impacts to ensure a realistic construction cost contingency is set aside.

DELIVERABLES:

1. Value engineering memorandum with construction risk register matrix

ASSUMPTIONS:

- 1. Owner/client will provide the available construction budget prior to beginning this phase.
- 2. Based on previous experience on projects in Lake Pontchartrain, the Greater New Orleans Expressway Commission (GNOEC) may place a moratorium on construction activity under or within a 1-mile offset from the bridge from August 1st to November 1st, to avoid potential impacts during peak hurricane season. This will be a consideration during the value engineering phase when assessing the various construction methods (importing sand (truck-haul or barged in) versus hydraulic dredging and pumping material from a borrow source situated within Lake Pontchartrain).

Task Order 05: Engineering & Design

SCOPE:

Project coordination as well as many design phases will be conducted to create the most efficient protection and/or restoration project for the City of Mandeville.

Subtask 1: Project Team Coordination & Progress Meetings

Project team coordination activities will include planning of the kickoff meeting, as well as any regular communications, such as weekly coordination, status reports, maintaining the schedule, and attending biweekly client meetings or calls. Site visits for team members for all phases shall be estimated to include between two and four trips to the project site and meetings with The City of Mandeville officials. Following each biweekly client meeting, a progress report and schedule update will be submitted.

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DELIVERABLES:

- 1. Progress Reports
- 2. Schedule updates

ASSUMPTIONS:

1. Bi-weekly design meetings. This may be updated based on any potential project or permitting delays.

Subtask 2: Design Phases

Proposed project features, currently only developed to a level of detail appropriate for feasibility assessment, will be advanced into preliminary (approximately 30% level), mid (60%), and final (100%) level designs.

Design considerations for the project features include:

- 1. Function (shoreline stabilization, protection and enhancement, ecology, managed access);
- 2. Physical environment (tidal, shoreline, waves, sediment retention, storm surge, sea level rise);
- Constructability (marine-based and/or land-based construction; evaluation of access points);
- 4. Adaptability to future sea level rise and subsidence scenarios;
- 5. Operation, maintenance, and monitoring;
- 6. Flexibility and availability of materials; and
- 7. Opinion of Probable Construction Cost.

The 100% Engineering Design Documents will be prepared following the above process and will include: location and vicinity maps, standard note sheets, grading and site plans, living shoreline design and installation, marsh and tidal creek creation plans (as necessary), sediment borrow area design (as necessary), vegetative planting plans (as necessary), erosion and sediment control plans, representative cross section plans, structural notes, drainage and storm water management design (as necessary), and managed public access point plans. The team will be responsible for assuring that all local, state, and federal mandates, rules, and regulations have been addressed in compliance with Louisiana procurement rules and regulations. All 100% draft drawings and specifications will be submitted for client/owner

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DELIVERABLES:

- 2. 30% Design
 - a. Design report
 - b. Design drawings
 - c. Class 4 Opinion of Probable Construction Cost
- 3. 60% Design
 - a. Design technical specifications
 - b. Design report
 - c. Design Drawings
 - d. Class 3 Opinion of Probable Construction Cost
- 4. 100% Draft Design
 - a. Project manual package (front end/contractual documents and technical specifications)
 - b. Design report
 - c. Design drawings
 - d. Class 2 Opinion of Probable Cost
- 5. 100% Final Design
 - a. Issued for Bid Package
 - i. IFB Project Manual
 - ii. IFB Drawings

ASSUMPTIONS:

- M&N may use (but is not limited to): CPRA Marsh Creation Design Guidelines, USACE guidance, and project experience on nearby coastal restoration and protection projects to inform design decisions.
- 2. Opinion of Probable Construction Cost structure will follow the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 56R-08.

Task Order 06: Engineering & Design – Permitting

SCOPE:

M&N will prepare a prioritized permit matrix listing all required permits, tasks/steps to be undertaken on each permit, noting progress, data requests, and proactively addressing any issues or problems as they arise. This permit progress matrix will be updated regularly, or as needed, and provided to The City of Mandeville project manager. During the preliminary design phase, M&N will schedule a preapplication meeting with regulatory agencies. The Project Team will present preliminary site investigation results, project description including concept elements with locations and dimensions shown to provide agencies a clear understanding of project goals/objectives and identify any constraints and opportunities from regulatory input. The 30% design documents will be used for the permitting process. There will be ongoing coordination with permitting agencies (USACE, USFWS, NOAA, etc.) throughout design development to procure all necessary permits and permissions.

Certain issues or occurrences outside of MN's control may cause the permitting process to take longer than expected and incur more cost than expected. These delays may be due to unforeseen issues in the permitting process (e.g., turnover within USACE, public comments necessitating further research, etc.). If an unforeseen issue causes delays and additional cost, the scope and budget for permitting support may need to be supplemented.

DELIVERABLES:

- 1. Permit Drawings (8.5"x11" size)
- 2. Permitting Matrix
- 3. Permitting meetings and coordination
- 4. Execution of all applicable permit applications

ASSUMPTIONS:

- 1. Permit drawings are assumed to be a separate submittal than the 30% design drawings due to the regulatory agencies requiring a different size than standard design drawing sizes.
- 2. This permitting fee assumes a Section 408 permit would not be necessary for this project. If a Section 408 or any site-specific analysis is required as part of the permitting process, a scope and fee modification may be necessary.
- 3. M&N will coordinate with the GNOEC due to adjacent location to the GNOEC Toll Plaza Facility and the Causeway.

Task Order 07: Construction Advertisement and Bidding Phase

SCOPE:

The Project Team will perform tasks to prepare the client and the finalized project for the bidding phase. These tasks will include; advertising to local contractors following city regulations construction bidding, creating and presenting a Pre-bid presentation to willing and interested contractors, combining pre-bid questions and comments to provide an addendum to the Issue for Bid (IFB) Plan Sets and project presentation. Following bidding an Issue for Construction (IFC) plan set will need to be produced by M&N as well.

DELIVERABLES:

- 1. Advertisement for Bids
- 2. Pre-bid Presentation
- 3. Issuance of Bid Document Addendum(s) and answering prospective bidder questions
- 4. Bid Review and tabulation support
- 5. Issuance of IFC Project Manual and Issued For Construction (IFC) Drawings

ASSUMPTIONS:

1. Assumed one (1) advertisement and bidding phase event. If the project is required to be readvertised for construction bids, a revisitation of the scope and fee may be necessary.

Task Order 8: Construction Administration

SCOPE:

It is assumed at this time that the period of construction performance will be determined based upon contractor's means and methods of active construction. In preparation for construction M&N will provide review of contractor submittals for specification compliance. During the active construction phase there will be weekly inspections conducted by M&N for no more than 8 hours per day, unless otherwise specified. The Project Team will also organize bi-weekly construction meetings, progress reports, acceptance of payment applications, and provide information on requested instruction or field adjustments. Following the period of construction, project close-out tasks will be conducted as well as a final inspection which will precede creation of a construction completion report that will be provided to the City of Mandeville for documentation.

DELIVERABLES:

- 1. Bi-weekly Construction Progress Meetings and Meeting Minutes
- 2. Review of Contractor Pay Applications
- 3. Review of Contractor Submittals

- 4. Issuance of Change Orders and Field Orders (as necessary)
- 5. Issuance of Responses to Contractor Requests for Information (RFIs)
- 6. Construction Completion Report

ASSUMPTIONS:

- 1. Total construction contract time is currently estimated to be six (6) to nine (9) months, while active construction time is estimated to be approximately six (6) months. Depending on the time of the year that the project is advertised, the contract time may be increased to provide contractor flexibility to promote lower construction bid prices.
- 2. On-site construction observation is assumed for eight (8) hours per day, for three (3) days per week for a total assumed active construction period of sixteen (36) weeks, for a total of 864 on-site construction observation hours.

Fee Proposal West Toll Plaza Living Shoreline

City of Mandeville	Proposal No: P241317
City of Mandeville Park Design	
Mandeville, Louisiana	Date: November 13, 2024

I. MAN-HOUR BUDGET BY LABOR COSTS

				Project	Superv.	Senior				Staff	Senior	ACAD	ACAD	ACAD	Project	Word	General		
		Classification	Princ.	Manager	Engineer	Engineer	Eng. III	Eng. II	Eng. I	Engineer	Tech.	Designer	CADD II	CADD I	Control	Proc.	Clerical	Total	Total Labor
Task		Rate \$	361.46	\$ 186.43	\$ 325.00	\$ 223.82	\$ 186.43	\$ 150.00	\$ 111.01	\$ 137.00	\$ 219.00	\$ 108.00	\$ 250.00	\$ 90.00	\$ 138.00	\$ 101.00	\$ 88.00	Hours	 Cost
1	Preliminary Scoping & Conceptual	Designs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
	(No cost; this scope is included in "	"Concept Design" - see A	Article 4 of	agreement.)															
2	Feasibility Study & Alternatives		16	56	14	64	88	24	124	-	-	-	16	48	-	12	-	-	\$ 78,401.00
3	Data Investigations		-	24	2	18	36	-	56	-	-	-	-	-	-	20	-	-	\$ 24,101.12
4	Value Engineering (Optional)		4	8	4	8	16	-	32	-	-	-	-	-	-	-	-	-	\$ 12,563.04
5.1	30% Design		4	48	28	58	136	46	242	-	-	-	48	144	-	20	-	-	\$ 118,574.94
5.2	60% Design		-	8	8	20	32	8	44	-	-	-	20	120	-	-	-	-	\$ 36,418.04
5.3	Final Design		4	30	44	52	80	-	108	-	-	-	54	294	-	16	-	-	\$ 101,456.86
6	Permitting		4	76	18	28	48	12	90	-	-	-	16	80	-	-	-	-	\$ 59,671.02
7&8	Construction Administration																		\$188,368
		Total Labor Budget	11,567	\$ 46,608	\$ 38,350	\$ 55,507	\$ 81,283	\$ 13,500	\$ 77,263	\$-	\$-	\$-	\$ 38,500	\$ 61,740	\$-	\$ 6,868	\$-		

Total Labor Budget \$	11,567 \$	46,608 \$	38,350 \$	55,507	\$ 81,283 \$	13,500	\$ 77,263	\$ -	\$ -	\$ -	\$ 38,500	\$ 61,740 \$; - \$	6,868 \$	-		
Labor Budget Distribution	2%	8%	6%	9%	13%	2%	12%	0%	0%	0%	6%	10%	0%	1%	0%	2778	\$ 619,554.02
Total Labor Hours	32	250	118	248	436	90	696	-	-	-	154	686	-	68	-		
Labor Hours Distribution	1%	9%	4%	9%	16%	3%	25%	0%	0%	0%	6%	25%	0%	2%	0%	100%	
Man-weeks	0.8	6.3	3.0	6.2	10.9	2.3	17.4	0.0	0.0	0.0	3.9	17.2	0.0	1.7	0.0	69.5	

II. SUMMARY

		Total Cost	Total Co	st	т	otal Cost	Total Cost		To	tal
Task		Labor	Subconsult	ants		Travel	Miscellaneous		Cc	ost
1	Preliminary Scoping & Conceptual Designs	\$ -	\$	-	\$	-	\$ -	\$		-
2	Feasibility Study & Alternatives	\$ 78,401.00	\$	-	\$	1,625.00	\$ -	\$;	80,026.00
3	Data Investigations	\$ 24,101.12	\$ 25	3,000.00	\$	1,075.00	\$ -	\$	2	78,176.12
4	Value Engineering (Optional)	\$ 12,563.04	\$	-	\$	-	\$ -	\$		12,563.04
5.1	30% Design	\$ 118,574.94	\$	-	\$	1,660.00	\$ -	\$	1	.20,234.94
5.2	60% Design	\$ 36,418.04	\$	-	\$	-	\$ -	\$		36,418.04
5.3	Final Design	\$ 101,456.86	\$		\$	-	\$ -	\$	1/	.01,456.86
6	Permitting	\$ 59,671.02	\$		\$	-	\$ -	\$	1	59,671.02
7&8	Construction Administration	\$ 188,368.00	\$	-	\$	7,500.00	\$ -	\$	1'	.95,868.00
								\$		-
								·		

\$	619	9,554.02 \$ 2	253,000.00 \$	11,860.00 \$	+ · · · · · · · · · · · · · · · · · · ·	
						\$ 884,414.02



Date:November 12, 2024Proposal No:P241317Proposal For:West Toll Plaza Living Shoreline

Client Name:City of MandevilleProject Name:City of Mandeville Park DesignProject Location:Mandeville, Louisiana

Rate Schedule for Professional Services Effective August 1, 2024 until Revised

	Classification	Hourly Rate	
Management	Principal Engineer/Scientist	\$ 361.46	HI
-	Project Manager	\$ 186.43	MJ
Professionals	Supervisory Engineer/Scientist		CW/SP
	Senior Engineer/Scientist	\$ 223.82	KH
	Engineer/Scientist III	\$ 186.43	GS
	Engineer/Scientist II	\$ 150.00	??
	Engineer/Scientist I	\$ 111.01	SM
	Staff Engineer/Scientist	\$ 137.00	Inspector
Technicians	Senior Technician	\$ 219.00	
	Designer	\$ 108.00	
	CADD II	\$ 250.00	EG
	CADD I	\$ 90.00	DF
Clerical	Project Control	\$ 138.00	
	Word Processing	\$ 101.00	
	General Clerical	\$ 88.00	
Special	Court Appearances	\$ 500.00	
	Miscellaneous Services	Cost	Unit
Reproductions	Mylar Plots (B/W)	\$ 2.00	SF
	Color Plots	\$ 4.00	SF
	Vellum Plots (B/W)	\$ 1.00	SF
	Bond Plots (B/W)	\$ 0.50	SF
	Document Reproduction	\$ 0.10	sheet
Travel	Company Auto	Prevailing IRS R	ate
	Rental Vehicle, Airfare, Lodging,	Cost	
	Meals, Parking	Cost	
Other	Subcontracts	Cost plus	15%
	Outside Services	Cost plus	15%
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