

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

**RESOLUTION NO. 22-42**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Compliance Envirosystems, LLC on behalf of the City of Mandeville.

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

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

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

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

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

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

BETWEEN

THE CITY OF MANDEVILLE

AND

COMPLIANCE ENVIROSYSTEMS, LLC

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

**I. SCOPE OF SERVICES**

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

## II. TERM OF CONTRACT

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

## III. PAYMENT TO CONTRACTOR

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

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

## IV. NOTICE TO PROCEED

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

## V. INSURANCE REQUIREMENTS

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

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

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

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

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

*Automobile:* \$1,000,000.00 each occurrence

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

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

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

## **VI. REQUIRED FEDERAL CONTRACT PROVISIONS**

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

### **6.1 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

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

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

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

### 6.3 CLEAN AIR ACT

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

### 6.4 FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

#### 6.5 *SUSPENSION AND DEBARMENT*

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

#### 6.6 *BYRD ANTI-LOBBYING ACT*

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

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



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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

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

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**Date**

#### 6.7 *PROCUREMENT OF RECOVERED MATERIALS*

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

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

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

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

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

(b) *Prohibitions.*

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

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

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

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

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

(c) *Exceptions.*

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

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

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

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

(d) *Reporting requirement.*

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

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

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

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

#### 6.9 DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

For purposes of this clause:

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

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

#### 6.10 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

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

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

#### *6.11 DHS SEAL, LOGO, AND FLAGS*

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

#### *6.12 COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS*

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

#### *6.13 NO OBLIGATION BY THE FEDERAL GOVERNMENT*

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

#### *6.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS*

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

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

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

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

#### **6.16 COPYRIGHT AND DATA RIGHTS**

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

#### **VII. DEFENSE AND INDEMNITY**

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

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

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

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

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

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

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

## **VIII. TERMINATION FOR CAUSE OR CONVENIENCE**

### ***8.1 TERMINATION FOR CAUSE***

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

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

### ***8.2 TERMINATION FOR CONVENIENCE***

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

## **IX OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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



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

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

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

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

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

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

9.11 COM and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of COM and Contractor t are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

9.11.1 Neither COM nor Contractor may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

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

9.12 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt

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

**WITNESSES SIGNATURES:**

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

**CITY OF MANDEVILLE**

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

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

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

**WITNESSES SIGNATURES:**

\_\_\_\_\_

\_\_\_\_\_

**COMPLIANCE ENVIROSYSTEMS, LLC**

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

Title: Manager/Member

Address: 1401 Seaboard Dr.  
BatonRouge, LA 70810  
Phone No.: (225) 279-1483

CLAY MADDEN  
MAYOR

City of Mandeville  
"THE HEART OF THE OZONE BELT"



CITY COUNCIL  
JASON ZUCKERMAN  
COUNCIL CHAIRMAN  
RICK S. DANIELSON  
AT LARGE  
REBECCA GOFORTH BUSH  
DISTRICT I  
DR. J. SKELLY KRELLER  
DISTRICT II  
JILL MCGUIRE  
DISTRICT III

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## REQUEST FOR PROPOSALS

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### **DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES**

Sealed Proposals will be accepted until **WEDNESDAY, AUGUST 24, 2022, at 11:00 A.M., CST** in the office of the Purchasing Agent, City Hall, Mandeville, Louisiana, 3101 East Causeway Approach, Mandeville, LA, 70448 from individuals or firms qualified to provide **DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES**.

Interested parties may obtain the solicitation package or submit written inquiries by contacting the Purchasing Agent at 985-626-3144 ext. 202, or [purchasing@cityofmandeville.com](mailto:purchasing@cityofmandeville.com). Written inquiries must be received no later than Tuesday, August 16, 2022, at 2:00 PM.

**There will be a non-mandatory pre-proposal conference on Thursday, August 11, 2022, at 10:00 A.M.** The conference will be held at the City of Mandeville Department of Public Works, 1100 Mandeville High Blvd, Mandeville, LA 70471. For contractors wishing to attend remotely, please use the following Microsoft Teams Meeting credentials:

Meeting ID: 278 460 667 170

Passcode: CA3Exf

Contractors may also view the documents and submit electronic responses at [www.centralauctionhouse.com](http://www.centralauctionhouse.com). For questions relating to the electronic submission process, please call Central Auction House at 225-810-4814.

Non-electronically submitted proposals shall be delivered in a sealed envelope. Proposals shall include one original and four copies of the proposal plus an electronic scanned pdf file of the proposal on a USB thumb drive. The envelope must be clearly marked as follows:

### **REQUEST FOR PROPOSALS**

### **DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES**

**DEADLINE: WEDNESDAY, AUGUST 24, 2022, AT 11:00 A.M.**

**CONTRACTOR NAME, ADDRESS, & LA CONTRACTOR'S LICENSE NUMBER**

*The City reserves the right to revise this schedule. Any revision will be formalized by the issuance of an addendum to this RFP. The City further reserves the right to withdraw this RFP any time prior to the award of a contract.*

*Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal. Projects funded by federal grant monies are subject to all applicable laws, regulations and policies of all authorities having jurisdiction over the project and shall apply to any contract issued through this RFP.*

Clay Madden, Mayor

St Tammany Farmer: July 27, Aug 3, Aug 10, 2022

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

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### GENERAL INFORMATION

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The City is located on the north shore of Lake Pontchartrain. While any disaster or emergency may affect the City and its citizens, the greatest threat to the City is a hurricane. Hurricanes historically cause flooding to low lying areas located within the City. Flooding also brings with it significant amounts of sediment which impact the City's drainage system and requires cleaning and removal of the sediment. Successful response to and recovery from such an impact to the City's drainage system involves manpower, material and specific skill sets. The City is soliciting responses to this RFP from qualified firms that can meet the Scope of Work (SOW) outlined herein.

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### SCOPE OF WORK

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The contract is a standby contract in response to any disaster or emergency experienced by the City. Activation of contract will be upon the discretion of the Mayor of Mandeville. The City reserves the right to assign a contract to more than one proposer. Attachment A of this RFP outlines that statement of work required by the City for storm drain line cleaning and sewer system evaluation services. The storm drain line cleaning and sewer system evaluation services qualifies as work under the FEMA Public Assistance program and as such, contractor will be required to comply with all federally required FEMA contract provisions.<sup>1</sup>

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<sup>1</sup> *Equal Employment Opportunity, Contract Work Hours and Safety Standards, Clean Air Act, Federal Water Pollution Control Act, Suspension and Debarment, Byrd Anti-Lobbying Act, Procurement of Recovered Materials, Prohibition on Contracting for Covered Telecommunications Equipment or Services, Domestic Preferences for Procurements, Access to Records, DHS Seal, Logo, and Flags, Compliance with Federal Executive Orders, No Obligation by the Federal Government, Program Fraud and False or Fraudulent Statements or Related Acts, Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms, Copyright and Data Rights*

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

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### CONTENT OF PROPOSAL

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a) COVER LETTER

All proposals must include a cover letter, which shall provide the following:

- i) All contact information of the firm (address, phone, fax, email);
- ii) Proposer's federal tax identification number;
- iii) Letter signed by the individual who has the authority to obligate the firm in a contract and affirms such in the letter; (Note that evidence of signature authority shall be provided upon the City's request);
- iv) Contact information for the individual who will provide technical or contractual clarification during the evaluation process;
- v) A statement that the Proposer is familiar with the SOW in this RFP, that it has the required experience and resources to meet the requirements of the RFP, and that it is prepared to mobilize within 48 hours upon receiving a "Notice to Proceed" from the City; and
- vi) That the Proposer understands that a resulting contract from this RFP will be a "standby contract" to be activated at the sole discretion of the Mayor of the City.

b) BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM

Provide a history of the firm, its resources, experience and qualifications in performing the SOW stated herein. Proposer should include a list and description of its projects related to the SOW and any other information which exhibits the proposer's qualifications to successfully address the SOW. Projects associated with the FEMA Public Assistance program should be highlighted.

c) QUALIFICATIONS OF ASSIGNED PERSONNEL

Provide resumes of individuals assigned to this project that would showcase their experience and skill set to meet the requirements of the SOW. Experience with the FEMA Public Assistance program should be highlighted.

d) PROPOSER'S UNDERSTANDING AND APPROACH

This section is designed for the Proposer to outline its understanding of the SOW and its approach to meeting the SOW requirements. This section should include any organization, timetables, training and all actions to be taken by the Proposer to address the SOW and the Proposer's working knowledge of the

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

FEMA Public Assistance program. Proposer should provide information on how proposer will execute this contract in the event proposer's business is affected by the disaster or emergency.

e) COST

Includes all expenses, i.e., personnel, equipment, travel, lodging, etc. that will be realized by the proposer/contractor in the execution of the SOW. The proposal with the lowest cost will receive a score of 20 points. The remaining proposers will receive a score based upon the following formula:

$$CS = LPC/(PC)*25$$

CS = Compared cost score for proposers  
LPC= Lowest proposed cost of proposers  
PC = Proposer's cost

Proposers are required to include a completed Cost Proposal Form (Attachment A) as part of their proposal.

All proposals shall be considered valid for acceptance until such time an award is made.

f) COMPLIANCE WITH SMALL, MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISES (HEREIN REFERRED TO AS "DBE")

In accordance with 2 CFR 215.44 (b)(1) and 44CFR 13.36 (e), proposer is required to make every effort to include DBE participation in the submission of this RFP. In the event a proposer identifies a qualified individual or firm in its proposal, the proposer will be awarded 10 points. The proposer who evidences an effort to locate a qualified firm or individual by posting an inquiry with the Small Business Administration, the Louisiana Department of Transportation and Development, or the like will receive five (5) points. A proposer who does neither of the above will not receive any points.

g) ORAL PRESENTATION

The City may require an oral presentation from proposers. The maximum points which may be awarded for an oral presentation is ten (10). The points awarded for an oral presentation are in addition to those points awarded under the other criteria. Points awarded from an oral presentation are added to the earlier points awarded to the proposer and form the total sum of points awarded to the proposer.

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## SELECTION CRITERIA

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All proposals shall be evaluated to determine which proposal best meets the needs of the City. Proposals will be evaluated by a Selection Committee appointed by the mayor. Each area of the



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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

proposal criteria (Background and Qualifications of the Firm, Qualifications of Personnel, Proposer’s Understanding and Approach, Cost and Compliance with DBE) will be individually graded for each proposal. The proposal garnering the highest score shall be awarded the contract.

The Selection Committee shall assign points for its evaluation as follows:

Evaluation Criteria	Possible Points
Background and Qualifications of Firm	25
Qualifications of Assigned Personnel	20
Proposer’s Understanding and Approach	20
Cost	25
Compliance with DBE	10
Oral Presentation (if required)	(10)
Total	100

Proposers are required to include with their proposal all signed affidavits in Attachments B thru G.

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## CONTRACT PROVISIONS

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*a)* TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years, commencing on the date that both the City and the proposer have signed the contract. Upon approval of both parties, this contract may be extended for two one-year periods as agreed upon by both parties a minimum of 60 days prior to the end dates of the contract and subsequent extension.

*b)* PRICE SCHEDULE

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

Prices submitted by the Proposers shall be firm for the term of the contract. Contractor has option to present City with evidence supporting a price increase and shall include information based on FEMA’s reasonable cost estimate info. The City shall have a right to negotiate any adjustment as to cost and has the right to refuse adjustment. All unit item price rates are inclusive of operator, equipment, fuel, maintenance, overhead, and regulatory compliance costs.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

c) INVOICING AND PAYMENT

Contractor shall submit monthly invoices to the City. City will pay invoice approximately 60 days from receipt. Contractor shall attach any supporting documentation to invoices. Invoices will be reviewed by City for accuracy, completeness and compliance with federal regulations and policy for which contractor is responsible to receive payment.

d) CONTRACT AWARD

Upon the recommendation of the selection committee the Purchasing Agent will issue a "Notice of Intent to Award" communication to the successful Proposer. A contract shall be completed and executed by all parties within twenty (20) calendar days of the date of the notice. If the selected Proposer fails to sign the contract within twenty (20) calendar days of delivery of it, the City may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

If for any reason the Proposer whose proposal is most responsive to The City's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and The City may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Finance Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

e) NOTICE TO UNSUCCESSFUL PROPOSERS

The Purchasing Agent will notify all unsuccessful Proposers that they were not awarded the contract. All RFPs submitted and the subsequent grading records are public records under Louisiana Law and are made available to any interested party. Unsuccessful proposers may request an out-briefing regarding the selection process.

f) MANDATORY ATTENDANCE AT ANNUAL PREPARATION EXERCISE

Prior to the beginning of the annual hurricane season, the Mayor conducts a preparation exercise of the Mandeville Emergency Response Team (MERT) to ensure readiness.

Contractor will be required to attend the exercise.

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## GENERAL PROVISIONS

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a) PROPOSAL CLARIFICATIONS PRIOR TO SUBMITTAL

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

The City shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and City operations. The City reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly marked with the RFP # and cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in the advertisement (first page) of this RFP. Only those inquiries received by the established deadline shall be considered by The City. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mailing, hand-delivery, or e-mail to: Purchasing Agent, City of Mandeville, 3101 East Causeway Approach, Mandeville, LA 70448; or [rchadwick@cityofmandeville.com](mailto:rchadwick@cityofmandeville.com).

An addendum will be issued by email to all RFP specification holders to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any City employee or City consultant. The City is not responsible for a Proposer's failure to acknowledge any addenda documents required to complete an RFP.

b) ERRORS AND OMISSIONS IN PROPOSAL

The City will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City reserves the right to make corrections or clarifications due to patent errors identified in proposals by The City or the Proposer. The City, at its option, has the right to request clarification or additional information from the Proposer.

c) DAMAGES

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

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

claim has been received or damage has been confirmed by the City until such time that the claim has been settled.

d) INDEMNIFICATION AND LIABILITY

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

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

Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as The City shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as The City's exclusive remedy to take action in the following order of precedence: (i) to procure for The City the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to The City up to the dollar amount of the Contract.

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

*e)* CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

Proposer should not include any confidential information, trade secrets or proprietary information in its proposal. The City will not regard any information received in a proposal as confidential information, trade secrets or proprietary information.

*f)* APPOINTMENT OF CITY DESIGNATED AGENT

The contract resulting from this RFP shall appoint a City Designated Agent (CDA) who shall serve as the primary point of contact for the contractor and from whom the contractor shall receive instructions and tasking.

*g)* OWNERSHIP OF PROPOSAL

all materials submitted in response to this RFP become the property of The City. Selection or rejection of a proposal does not affect the City's ownership to the materials.

*h)* COST OF PREPARATION

Proposers are liable for all costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred in responding to the RFP.

*i)* STANDBY-BY CONTRACT AND DISCRETION OF MAYOR

The contract will be awarded as a standby contract to be activated in response to any emergency or disaster which may affect the City for the period of the contract resulting from this RFP. The activation of the contract is subject to the total discretion of the mayor. An award of this contract does not guarantee a "Notice to proceed" or any amount of work assigned to the contractor.

*j)* WITHDRAWAL OF PROPOSAL AND PROPOSAL VALIDITY

A Proposer may withdraw a proposal at any time prior to the signing of the contract by sending a letter to the Purchasing Agent directing the proposal be withdrawn. In the event the selected firm is unwilling or unable to accept the contract, the City shall offer the award to the second highest ranking firm or withdraw the RFP based upon what is in the best interest of the City.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

*k)* REJECTION OF PROPOSAL AND WITHDRAWAL OF RFP

Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to reject any proposal for cause and to withdraw this RFP prior to the execution of a contract.

*l)* RETENTION OF RECORDS

Contractor shall retain all records in connection with the performance of the contract for a period of three (3) years following date of the receipt of last payment.

*m)* AUDIT OF RECORDS

Contractor agrees to make available all records in connection with the performance of this contract available at any time to the City and to any state or federal agency which requests access to the records.

*n)* DELIVERABLES

Deliverables will consist of a weekly report outlining the issues addressed and accomplishments of objectives of the previous week and a list of objectives for the current week. The report will be sent to the CDA.

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided. The City reserves the right to require additional reporting to support project performance and activity, invoiced amounts, or as may be required by the federal granting agency.

*o)* WAIVER OF ADMINISTRATIVE FORMALITIES AND TECHNICALITIES

The City reserves the right to waive administrative formalities and technicalities contained in any proposal.

*p)* GOVERNING LAW

Jurisdiction and venue for any suit filed in connection with this RFP process and any resulting contract shall be exclusive to the 22nd Judicial District Court for St. Tammany Parish, State of Louisiana.

*q)* ORDER OF PRECEDENCE

In the event of any inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and any subsequent addenda and finally, the Contractor's Proposal.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

r) USE OF SUBCONTRACTORS

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, The City urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to The City in its proposal.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of this contract between the Prime Contractor and the City. The prime contractor shall assume total responsibility for compliance. The Prime Contractor assumes responsibility for compliance with all federal requirements and all performance by its subcontractors and affiliates.

The contractor shall include all subcontractors as insured under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

s) ASSIGNMENT

The contractor shall not assign any interest in the contract to any third party without prior written consent of the City.

t) SUBSTITUTION OF PERSONNEL

If during the term of the contract, the contractor or subcontractor cannot provide the personnel as stated in its proposal and requests a substitution, that substitution shall meet or exceed the knowledge, experience, education and skill set of the individual in the proposal. A resume of the individual to be substituted will be submitted to the City for approval prior to any personnel substitution.

u) DOCUMENTATION UPON TERMINATION OF CONTRACT

The contractor shall provide two (2) electronic copies of all project documentation and records to the City within 60 days of the termination of the contract.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

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### ATTACHMENT A: SPECIFICATIONS (STATEMENT OF WORK) AND COST PROPOSAL FORM

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#### **SPECIFICATIONS**

##### A. STORM DRAIN LINE CLEANING

1. Standard line cleaning shall be performed to remove foreign material and restore pipe capacity to 95%. Standard cleaning shall be defined as three (3) complete passes of the storm drain line with the cleaning equipment. The term "complete passes" shall mean cleaning from the upstream structure all the way to the downstream structure.
2. Heavy line cleaning shall be performed to remove foreign material and restore pipe capacity to 95%. Heavy line cleaning shall be defined as four (4) or more complete passes of the cleaning equipment. The term "complete passes" shall mean cleaning from the upstream structure all the way to the downstream structure.
3. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished, especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONTRACTOR shall not be required to clean those specific pipe sections unless the OWNER removes the apparent obstruction.
4. During storm drain cleaning operations, satisfactory precautions shall be taken by the CONTRACTOR in the use of cleaning equipment. Precautions shall be taken to ensure that damage to, or flooding of public or private property does not occur during the cleaning procedure.
5. Selection of the equipment shall be the sole discretion of the CONTRACTOR and based on the conditions of lines at the time the work commences. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the storm drain lines and structures.



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6. If cleaning of an entire section cannot be successfully performed from one structure, the equipment shall be set up at the other structure and cleaning again attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire structure-to- structure pipe segment it will be assumed that a major blockage exists, and the cleaning operation will be abandoned. The cleaning operator will note these occurrences in his daily cleaning log. The CONTRACTOR will be compensated for cleaning the entire length of storm drain line should this occur.
7. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid materials resulting from the cleaning operation shall be removed at the downstream structure of the section being cleaned. Passing materials from pipe segment to pipe segment, which could cause line stoppages, accumulations of debris in wet wells, interference with in-line long term flow monitoring equipment or damage to pumping equipment will not be permitted.
8. If the CCTV inspection shows the cleaning to be unsatisfactory, the CONTRACTOR shall re-clean and re-inspect the storm drain line at his sole expense until the cleaning is shown to be satisfactory.
9. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials removed from the storm drain lines and structures during the cleaning operation shall be drained of water and transported to the approved local dumpsite for legal disposition in accordance with all local, state, and federal regulations. CONTRACTOR shall be responsible for all necessary permitting.
10. The OWNER will provide water for cleaning operations from any fire hydrant at no cost to CONTRACTOR.

### **UNCOVER BURIED STRUCTURES LESS THAN 12" DEEP**

1. CONTRACTOR shall provide all labor, materials, and equipment necessary to uncover storm drain structures less than 12" deep requiring access for storm drain line inspection on this project. CONTRACTOR will uncover only those structures approved by the OWNER.

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2. CONTRACTOR will not be required to uncover structures covered in asphalt, concrete or any other permanent or semi-permanent material.
3. After inspection is complete, the CONTRACTOR shall close the lid and re-cover the structure only with the material removed to access the structure. The CONTRACTOR will not be required to seal structure lid or replace any gasket material that may have been removed or damaged during the opening of the structure.

### **REMOVAL OF STABILIZED DEBRIS IN STRUCTURE INVERTS**

1. CONTRACTOR shall provide all labor, materials, and equipment necessary to remove stabilized debris from structure inverts on this project. CONTRACTOR will only remove stabilized debris from structure inverts approved by the OWNER.

### **TRAFFIC CONTROL FOR EVALUATION AND CLEANING CREWS**

1. CONTRACTOR will provide standard traffic control including cones, signs, etc. at no cost to the OWNER.
2. CONTRACTOR will provide additional traffic control such as a flagman or policeman, as needed and as approved by the OWNER.
3. The CONTRACTOR shall notify the local fire department, police department, engineering department, and all other necessary authorities to carry out the requirements of the scope of work. All investigation work shall be coordinated with these authorities on a daily basis to avoid any conflict.

#### B. STRUCTURE AND PIPE EVALUATION SERVICES

The CONTRACTOR shall provide all labor, material, supplies, equipment, and transportation necessary to complete the 360-degree structure evaluation and zoom camera pipe assessment with GPS data collection.

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### *360 DEGREE STRUCTURE EVALUATION*

### *AND ZOOM CAMERA PIPE ASSESSMENT*

### *WITH GPS DATA COLLECTION*

1. The CONTRACTOR shall perform each assessment by locating and identifying each structure, characterizing its components, and classifying it based on its conditions.
2. During inspections, the structure will be illuminated with high-intensity LED lighting. High-resolution 360 video of each structure will be obtained, capturing both the inside of each structure as well as the area surrounding it. This video shall provide a full illustration of the condition of the structure interior, the pipelines connecting to the structure, as well as the general conditions in the area surrounding the structure. A digital photograph of each structure will be taken from above ground, showing the structure and its proximity to identifying features or landmarks.
3. The purpose of structure assessment is to determine the location, physical condition and possible defects in all structures designated and approved by the OWNER. Information obtained during the physical survey will be utilized in determining rehabilitation costs and methods.
4. As a component of the inspection, CONTRACTOR will collect GPS coordinates (x, y, and z) of every structure with centimeter-grade precision. CONTRACTOR will utilize real-time corrections to collect the GPS data directly into ESRI's ArcGIS Online platform. This data can be imported into the OWNER's GIS mapping system. A digital photograph taken from above ground to show the structure and its proximity to identifying features or landmarks will be associated as an attribute of the GIS data.
5. CONTRACTOR shall utilize pole-mounted, HD zoom cameras to assess pipes during the structure evaluation. Zoom camera inspection will allow for the rapid assessment of how clean or dirty a pipe segment is as well as allowing for the location of significant defects within the pipes such as pipe collapses, considerable offset joints and intruding taps or roots. The process involves lowering a high definition, pole-mounted camera equipped

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with an integrated laser rangefinder to the invert of a structure. Once positioned on the incoming or outgoing pipe segments inside the structure, CONTRACTOR will zoom the camera down the pipe segment while watching the footage real-time on a handheld tablet above ground.

6. Zoom camera pipe inspections will be reviewed using a custom database that utilizes NASSCO PACP guidelines as the basis for assessing each pipe. Debris levels will be categorized on a scale of 0-10.

### DOCUMENTATION

The following is an example of the data required during a structure condition assessment, but is not limited to:

1. General Information:
  - a. Structure number
  - b. Basin
  - c. Address/ location description
  - d. Surface conditions, etc.
2. Structure Characteristics:
  - a. Type
  - b. Surface cover
  - c. Primary construction materials
  - d. Depth
  - e. Cover type
  - f. Grate type
  - g. Condition
3. Pipe Data
  - a. Size
  - b. Shape
  - c. Material

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- d. Depth to invert
  - e. Flow depth
  - f. Pipe ID or connecting structure
4. Structure connectivity will be documented in GIS
5. General Inspection Data
  - a. Inspector
  - b. Inspection date
  - c. Status
  - d. Weather/ground condition
6. Defects in structures
  - a. Visible defects
  - b. Roots
  - c. Debris
7. Defects in pipes
  - a. Significant PACP defects capable of impeding flow
  - b. PACP defects that may create adverse conditions in the future

### **DELIVERABLES**

1. GIS database with inventory, condition data and photographs shall be submitted to the OWNER.
2. ESRI ArcMap file, AutoCAD, or PDF map if preferred by OWNER.
3. 360 videos in mp4 format.
4. Zoom camera videos in mp4 format.
5. Zoom camera inspection reports.
6. Zoom camera inspection database.
7. Once the structure inspection data has been obtained and analyzed and professional reports compiled, a recommended protocol for repairs will be recommended by the CONTRACTOR.

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8. All rehabilitation recommendations will be approved by a registered licensed engineer in the state of Louisiana with a minimum of 10 years of experience analyzing structure inspection data.

### **CCTV INSPECTION**

1. The CONTRACTOR shall furnish all labor, equipment, supplies, and supervision and shall perform all work required in accordance with these specifications. CCTV inspection shall be performed on pipes selected and approved by the OWNER.
2. If flows are such that they interfere with the CONTRACTOR's ability to collect accurate data, then the CONTRACTOR shall be responsible to schedule his work during low flow periods or to request written permission to perform sonar inspection of the surcharged pipes.
3. Inspection of storm drain infrastructure by means of CCTV equipment shall be performed to determine the location and extent of any obstructions and defects such as offset joints, protruding tees, broken pipe and more. Logs shall note the existence of any significant defects. Cleaning by the CONTRACTOR shall be performed prior to each CCTV inspection on each pipeline to be inspected.
4. CCTV inspections shall be performed on one structure-to-structure pipe segment at a time. The inspection shall be performed by moving the CCTV camera through the line along the axis of the pipe at a rate not to exceed 30 feet per minute. Any means of propelling the camera through the storm drain line that would exceed this rate of speed or produce non-uniform or jerky movements shall not be acceptable. The camera shall be stopped for a minimum of 5 seconds at each identifiable defect to ensure proper documentation of the lines condition. In addition, the camera shall be stopped at each service connection, and the camera shall pan the service connection to video inside the service line. CCTV inspection is performed from the upstream structure to the downstream structure when the conditions

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allow. If conditions do not allow an upstream to downstream inspection, the inspection will be performed in reverse (from the downstream to the upstream structure).

5. The pipe segment length, with respect to the referenced structure, shall be determined with a meter device, accurate to within  $\pm 2\%$ . Markings on the cable, instruments requiring observation inside a structure, or correction of each reading for the depth of the reference structure shall not be allowed. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device.
6. A header screen showing segment number, structure numbers, and starting structure shall be recorded for 10 seconds at the beginning of each televised line segment.
7. At the CONTRACTOR's discretion the camera shall be stopped or backed up to view and analyze conditions that appear to be unusual or uncommon for a sound storm drain line. At all times, the operating technician shall be able to move the camera through the line in either direction without loss of quality in the video presentation on the monitor. The picture shall be free of electrical interference and provide a clear, stable image of the specified resolutions at all times. The camera lens shall be cleaned, as required, to provide a clear image within the storm drain lines.
8. In the event that equipment becomes lodged in the storm drain line, the CONTRACTOR shall notify the OWNER immediately. If equipment becomes lodged through no fault of CONTRACTOR, the OWNER will remove the camera at no cost to the CONTRACTOR. Timely excavation is necessary to maintain project schedules and to eliminate the possibility of overflows resulting from the lodged equipment creating a blockage.
9. If during the inspection the camera cannot pass through the entire pipe segment, the CONTRACTOR shall set up his equipment so that the inspection can be performed from the opposite structure. Should this occur, CONTRACTOR will be paid for an additional set-up. If the camera again fails to pass through the entire pipe segment, the inspection shall be abandoned and considered complete. The CONTRACTOR will be paid for the actual footage inspected, and no additional inspection work shall be required in that pipe

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segment until the pipe has been rehabilitated. CONTRACTOR will be paid for the actual footage inspected during each subsequent attempt.

### SUBMITTALS

1. Copy of completed CCTV log
2. Schedule for cleaning and inspecting each storm drain line
3. Daily report form
4. Confined space entry form

### DATA SUBMITTALS

1. All line pictures will be digital .mpeg video, clear, legible, and free of "snow" or haze.
2. Electronic copies (data files) shall be submitted in a PACP Exchange Database.
3. The CONTRACTOR shall prepare and submit a list of defects, which appear to require immediate corrective action, based on their size and/or type, on a daily and weekly basis. This submittal is not a final deliverable.
4. To establish the working criteria for video picture quality which must be maintained throughout the project, the CONTRACTOR shall furnish a USB drive with .mpg video footage of an actual storm drain line inspection that is satisfactory to the OWNER and meets the job specifications for CCTV inspection. This USB drive shall become the property of the OWNER and shall be used throughout the project as a standard that the CONTRACTOR's video picture quality must meet.
5. The CONTRACTOR shall furnish the OWNER a hard drive or USB drive that contains both data files and video files. The data files shall be able to upload into PACP compliant software. If a specific naming convention of file is required, OWNER shall provide labeling and file naming standards at the pre-construction meeting.
6. All inspections performed by CONTRACTOR shall be made by PACP certified operators and data shall be documented using NASSCO's Pipeline Assessment and Condition Program.



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7. Once the CCTV inspection data has been obtained and analyzed and professional reports compiled, a recommended protocol for repairs will be recommended by the CONTRACTOR.
8. All rehabilitation recommendations must be approved by a registered licensed engineer in the state of Louisiana with a minimum of 10 years of experience analyzing storm drain line inspection data.

### **SONAR INSPECTION**

1. The CONTRACTOR shall determine the inspection technology method or combination of methods to be utilized in each pipeline segment. Generally, sonar alone will be used where the depth of fluid in the pipeline is greater than 75% of the full diameter of the pipe. CCTV and sonar will be used together when the fluid levels are between 25% and 75% of the full pipe diameter. Sonar will not be used where the fluid depth is generally less than 25% of the pipe diameter or more specifically where there is insufficient depth to pass the sonar gear on the float or crawler.
2. The speed of the crawler or float shall not be greater than 20 feet per minute when the scanning sonar is in use either alone or in combination with the CCTV camera.
3. The sonar equipment shall be purpose built for use in the inspection of storm drain system pipelines and shall be operative in totally submerged conditions. It shall be capable of being traversed by crawler tractor, float, or other suitable means through the pipeline on a stable vehicle constructed to situate the sonar inspection equipment below the water level.
4. The maximum beam width of the sonar energy pulse will be no greater than 2 degrees from the center of the transducer. The transducer will be of the continuous scanning type. The sonar image will be in full color during the inspection.
5. The sonar survey will include complete structural and service assessment of the equivalent PACP standard as that obtained through the CCTV survey. The sonar survey will include measurement of fluid depth and silt depth.

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6. The sonar survey will be continuously recorded and saved on flash drives in MPEG format, supported by complete defect inspection logs and summary reports.
7. A color sonar still image of cross-sections of the pipeline must be taken and recorded every 50 feet or more frequently should the internal profile of the pipeline change and at every defect. These images are to be cross referenced to the reports and databases for ease of reference.

### C. SEWER SYSTEM EVALUATION SERVICES

#### **MOBILIZATION / DEMOBILIZATION**

- A. Mobilization and demobilization consist of the preparatory work and operations including, but not limited to the movement of supplies, equipment, personnel, and incidentals to and from the project location.
- B. Equipment includes, but is not limited to CCTV inspection units, combination vacuum trucks, fully equipped smoke testing units, sonar inspection units, Electros can inspection units, acoustic pipe assessment units, fully equipped manhole condition assessment units or any other equipment necessary to complete the project.

### C. MEASUREMENT AND PAYMENT

Mobilization / Demobilization of Equipment & Crews: The unit price shown on Attachment A shall constitute full payment for all costs associated with the initial and subsequent mobilizations / demobilizations of equipment, as defined above. This item shall be paid once unless additional mobilizations are caused by direct action of directly by inaction of the Owner.

#### **FLOW MONITORING SERVICES**

#### **TEMPORARY FLOW MONITORING**

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- A. The objective of temporary flow monitoring is to quantify high groundwater, dry weather base flows rainfall dependent inflow/infiltration and wet weather peak flows to support extraneous quantification and decision making and hydraulic modeling.
- B. The Work includes:
- a. Investigating proposed monitoring sites and confirming suitability.
  - b. Installing, calibrating, and monitoring temporary flow monitors for a minimum of 60 days (up to a maximum of 120 days) at each site.
  - c. Visiting each meter location once a week to enter the confined space to perform depth and velocity sensor calibrations, collect data and verify monitor operation.
  - d. Installing, calibrating, and maintaining temporary rain gauges, for a minimum of 60 days (up to a maximum of 120 days) at each site.
  - e. Visiting each rain gauge once per week collect data and ensure synchronization with the temporary flow meters.
  - f. Evaluating the collected data, performing the required QA/QC of the data, and providing electronic data delivery and written reports and analysis of the temporary flow monitoring results/rain gauge data.
- C. The temporary flow monitor, as manufactured by MGD, Sigma, ISCO or equal, shall be equipped with a pressure and area velocity sensors. Accuracy shall be demonstrated from the manufacturer of the meter to be +/- 5 percent of actual flow, recorded in time intervals as short as 5 minutes or another specified interval. The vendor shall submit certification results for each meter proposed to be used in the project of the date of the most recent manufacturer of field calibration and results.
- D. Rainfall data shall be collected by the Consultant by means of tipping bucket rain gauges. Each unit shall be approved by the OWNER, shall provide real time synchronized to computer type memory bank, and shall be of the solid-state type. Whenever 0.01 inches of rain is collected, the tipping bucket shall empty, triggering an electronic counter. At the agreed upon time interval, the timer shall activate the computer and the number of counts shall be recorded on the memory bank.

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- E. The flow meter and rain gauge data storage and clocks shall be compatible so each time interval of data shall be recorded synchronously with respect to each other meter and rain gauge deployed during the project.
- F. OWNER will select and propose initial locations for the flow meters and rain gauges. OWNER will provide maps of the initial meter site selections to the Consultant. The Consultant will perform field investigations and evaluate the proposed sites for the meters (those manholes with the best hydraulic characteristics) and rain gauges (clear, open, and secure areas that are protected from vandalism).
- G. Laminar flow is desired with little evidence of backwater and/or surcharging conditions. Meter locations upstream of pumping stations shall get particular attention to ensure a minimum impact from the wet well operating levels. Should a proposed meter or rain gauge site not be suitable, the Consultant shall propose and document alternate sites that still meet the general criteria of the collection system area identified for metering.
- H. The Consultant will develop and submit detailed site reports, including upstream pipe photos, for the proposed meter or rain gauge locations. The manhole meter and rain gauge site reports will be submitted to the OWNER for review and confirmation of the site before the meters are installed.
- I. Following OWNER's approval of the site, the Consultant will install the flow meters and rain gauges in the selected locations. Consultant will initially calibrate the meters at each installation. The meters will be set up to record flow data (depth, velocity, and flow) at 15-minute intervals unless otherwise requested and the sensor calibrations confirmed in the pipe. The tipping bucket rain gauges, recording rainfall in depths of 0.01inch increments, will also be set up to record every 15 minutes synchronously with the flow monitors.
- J. The Consultant will maintain the flow meters throughout minimum, 60-day metering period. Consultant will visit each meter a minimum of one time per week to download the data, to perform necessary meter maintenance (e.g. scrubbing sensors, removing debris) and to field calibrate and confirm the meter sensor firings. Manual depth and velocity

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confirming measurements will be made weekly during each visit. Data collection routes, time of data collection and calibrations should be staggered, as practical, to ensure a reasonable calibration across the full range of diurnal flows for each meter site. One calibration point each, generally at the dry-weather peak diurnal flow and the minimum diurnal flow, is required over the minimum 60-day metering and data collection period.

- K. Data will be reviewed on-site for overall data quality and any problems will be immediately addressed by the Consultant. A documentation log will be maintained by the Consultant of each meter visit and calibration and a copy of the entries provided to the Owner on a bi-weekly basis. The manhole number (meter location), date, time on meter, and the time of manual depth verification will be indicated on the log. A written record will be maintained by field personnel for each monitoring point for each site inspection. The data will also be reviewed in the Consultant's office by engineering staff. Field crews will return to the site as necessary if the engineering staff identifies any additional issues.
- L. The Consultant shall maintain spare meters, parts, and testing equipment to permit replacement of defective meters to ensure a reasonably continuous metering period.
- M. After a 60-day minimum monitoring period, the OWNER has the option to direct the additional data collection and field calibration on a weekly basis for up to an additional 60 days. The OWNER will determine when to pull the meters and rain gauges and advise the Consultant of that decision at least 7 days in advance of the meter data collection termination date. The Consultant can then begin removing meters subsequent to the meter termination data.

### **ANALYSIS & DELIVERABLES**

#### *Preliminary Data Review and Submittal:*

- A. Preliminary data (site logs, initial raw meter, and rain gauge data) will be delivered for the OWNER's review following the initial 30 days of data collections. This data will be submitted no later than 45 days after the start of the data collection period. This data and

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any contemporary rain and flow data collected in the remaining period will be the basis for extending the meters on a weekly basis beyond the minimum 60-day flow-metering period.

### *Final Data Submission:*

The Consultant will submit a letter report summarizing the data collected (statistical wastewater flow summaries, rainfall data, hydrographs, and tabularized formats); and will perform analyses associate with the date including an estimate of base sanitary flow and an assessment of 1/1 quantities tributary to each meter. Consultant will also submit meter data to OWNER in electronic Excel file format. Final calibrated date and letter report will be delivered no later than 30 calendar days following the termination of the flow- monitoring period.

- A. The report shall include, but not be limited to, the following:
  - a. Executive Summary
  - b. Field procedures used for date collection and calibration
  - c. Site location information and reports
  - d. Hydrographs of depth, velocity, flow, and rain.
  - e. Graphs of dry and wet weather analysis.
  - f. Results of the dry and wet weather analysis. Prioritized areas shall be ranked by the amount of extraneous (1/1) flow tributary to each meter
  - g. Electronic data (rain, depth, velocity & flow ASCII, or CSV format)

### **NIGHT FLOW ISOLATION**

- A. The purpose of flow isolation is to identify localized areas of likely sources of infiltration to specific reaches of sewer where flow monitors have indicated specifically high levels of flow relative to base flow. Measurements are typically taken between 12:00 a.m. and 5:00 a.m. when base flows are minimal.
- B. Graduated V-notch weirs or depth/velocity measurements shall be used to determine flow rate during flow isolation. Floating devices are not acceptable to estimate mean

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- flow velocity. Computation of mean velocity using sewer slope and measured depth of flow is not acceptable.
- C. All flow isolation field measurements shall be conducted between 12:00 A.M. and 5:00 A.M. local time on a micro-system of sewers with a total length of approximately 1,000 linear feet. Consultant will plug all pipes upstream of the test segment or differentially isolate the segments.
- D. The Consultant shall document all observations regarding each flow isolation test in a report. The report shall include the following information at a minimum:
- a. Date and time
  - b. Location, including reference to the City manhole numbering system and street address
  - c. Testing personnel
  - d. Schematic layout of the manholes and sewer lines under testing, showing location of the weir.
  - e. Pipe Sizes and lengths.
- E. Prior to measuring flows, Consultant will perform an area survey to identify and document businesses and/or institutions that typically have high discharge rates to the sewer, such as hospitals, laundries/cleaners, food establishments, bars, etc.
- F. Public notification is critical and compliance with the public notification criteria is a prerequisite for conducting flow isolation when conducting flow isolation tests on sewers is easements which pass through private property. At a minimum, the following steps shall be taken:
- a. Residential/commercial: Distribute advance notice flyers between 24 and 72 hours before flow isolation commences for each section of pipe.
  - b. Emergency response agency (fire/police): Set up contact person and notify daily as to area, start time, and ending time.

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- c. Schools, hospitals, and nursing homes: Distribute advance notice flyers between 24 and 72 hours before flow isolation.
  - d. The Consultant shall keep a daily log of his/her contact with all affected agencies and institutions.
- G. Electronic database of flow isolation data and digital photographs of results shall be submitted to the OWNER. The electronic database using the required file format in Microsoft Access®.
- H. A binder with hard copies of the flow isolation reports including photos shall be submitted to the OWNER.

### **MEASUREMENT AND PAYMENT**

Flow Monitoring: The unit price shown on Attachment A shall constitute full payment for all costs for flow monitoring, documentation and preparation and delivery of data including but not limited to labor, equipment, transportation, tools and other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the flow monitoring section. Payment will be made based on the number of meters installed and the number of days each meter is installed for (meter days).

Rain Gauges: The unit price shown on Attachment A shall constitute full payment for all costs for rain gauges, documentation and preparation and delivery of data including but not limited to labor, equipment, transportation, tools and all other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the flow monitoring section. Payment will be made based on the number of rain gauges installed and the number of days each gauge is installed for (gauge days).

Night Flow Isolation: The unit price shown on Attachment A shall constitute full payment for all costs with night flow isolation, documentation and preparation and delivery of data including but not limited to labor, equipment, transportation, tools and other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the flow monitoring section. Payment will be made per each night flow isolation setup utilized.



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Pump Station Draw/Fill Test: CONSULTANT will be paid per each pump station draw/fill test performed based on how many pumps each pump station contains. The unit price shown on Attachment A shall constitute full payment for each Pump Station Draw/Fill Test performed.

### **MANHOLE SERVICES**

- A. The CONSULTANT shall provide all labor, materials, supplies, equipment, and transportation necessary to complete the 3D manhole / wet well condition assessment, structural manhole condition assessment, uncovering of buried manholes removal of stabilized debris and cleaning of manholes.
- B. The CONSULTANT shall perform each manhole / wet well assessment by determining the dimensional configuration and physical condition of the base, channel(s), barrel, corbel, connections, cone, ring, and cover of the structure and locate possible sources of inflow/infiltration (1/1) and defects. The arrangement in the manhole / wet well shall be characterized with a drawing that shall indicate the invert and direction of flow.
- C. The manhole / wet well interior structure shall be manually inspected using high-level illumination. High-resolution digital photographs with approved picture quality shall be taken of observed defects as well as other relevant features. Information gathered shall provide a full illustration of the condition of the manhole / wet well interior as well as each pipeline entering the manhole / wet well.

### **3D MANHOLE / WET WELL CONDITION ASSESSMENT WITH INTERNAL IMAGES AND GPS DATA COLLECTION**

- A. The purpose of manhole / wet well condition assessment is to determine the physical condition, location and possible sources of 1/1 in all manholes / wet wells designated and approved by the OWNER. Information obtained during the physical survey will be utilized in determining rehabilitation costs and methods.

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- B. CONSULTANT will perform 3D inspections of each manhole / wet well utilizing the Panorama SI 3D Optical Manhole Scanner. The 3D scanner uses two height resolution digital cameras with specially designed distortion-free wide-angle lenses. The cameras optically scan the entire interior of the manhole / wet well in a few seconds in one single vertical run. The digitally transmitted image data can be viewed by the operator as if it were a live picture.
- C. As a component of the inspection, CONSULTANT will collect GPS coordinates (XXY) of every manhole / wet well. This data can be imported into the OWNER's GIS mapping system.
- D. 3D manhole / wet well condition assessments shall provide superior imagery and geometric data as compared to traditional methods. The CONSULTANT shall provide the OWNER with the software required to view the digital film file in the way that the CONSULTANT can view them, including full control of the virtual pan and tilt. The digital film files must include the following:
- a. An unfolded view of the manhole / wet well with a minimum of 3,000 lines of vertical resolution.
  - b. The capability to produce a three-dimensional representation of the manhole / wet well structure.
  - c. A distortion-free virtual pan and tilt allowing the review of the manhole / wet well structure from any angle at any depth. The virtual pan and tilt must consist of view from the bottom and top camera, any virtual pan and tilt that artificially creates this view from a single camera will be deemed unacceptable due to distorted images on the direct side view.
    - i. The virtual pan and tilt and up/down direction of the view must be able to be controlled from a computer mouse.
    - ii. The virtual pan and tilt and unfolded views must be able to be viewable by the OWNER without the need for any third-party data logging software.

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

### **MANHOLE CONDITION ASSESSMENT WITH INTERNAL IMAGES**

- A. Manhole condition assessment with internal images shall be performed using a pole-mounted viewing camera(s) with lighting. CONSULTANT will utilize this method on manholes that cannot be accessed with 3D equipment.
- B. Digital high-resolution photographs shall be taken, at a minimum showing general surrounding view(s) to locate the manholes above ground location and other GIS map features, plan view looking down at the manhole invert. Major defects in the manhole and pipes shall be included in the photographs. Digital pictures shall have minimum resolution of 72 dpi x 72 dpi and minimum dimensions of 640 x 480 pixels.

### **DOCUMENTATION**

The following is an example of the data required during a manhole condition assessment, but is not necessarily limited to:

- A. General Information:
  - a. Manhole number
  - b. Basin
  - c. Address / Location descriptions
  - d. Surface conditions, etc.
- B. Manhole Characteristics:
  - a. For each section of a manhole – Type, Shape, Materials of Construction, Depth, and size
  - b. Cover vents and size
  - c. At/Above/Below grade
  - d. Inflow dish
  - e. General configuration of manhole
- C. Pipe Data
  - a. Size, shape, material, liner and depth of pipes, clock position
  - b. Flow depth

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- c. Indication if drop pipe and/or parallel line
- D. Manhole Sketch showing incoming and outgoing pipes with connecting points
- E. General Inspection Data
  - a. Inspector, date of condition assessment, status of inspection, method of inspection, weather condition
  - b. Presence of flusher valves
  - c. Evidence of surcharge, groundwater, ponding, and debris.
- F. Defects in manholes
  - a. Location and nature of visible defects and obstructions (i.e., indication of structural conditions or special problems in the pipe connection/manhole)
  - b. Root growth and type in manhole wall/base (if any)
  - c. Evidence of leaks and locations, along with measured or estimated sources of extraneous flows (i.e. identification and quantification of 1/1)
  - d. Special problems and/or conditions such as overflows, bypasses, etc.
  - e. Type and depth of debris and deposition in the manhole.

### PHOTOGRAPHIC DOCUMENTATION PROCEDURES

- A. High-resolution digital color photographs shall be taken for each manhole assessed and shall show the following:
  - a. Above ground features and conditions in the vicinity of the manhole to be assessed using pole-mounted viewing camera – photograph to be taken looking downstream with manhole in immediate foreground
  - b. Plan view from surface of manhole invert – photographer's feet placed on location of outgoing pipe
  - c. Elevation view of each incoming and outgoing sewer
  - d. All observed defects and obstructions
- B. Groups of digital photographs for each designated manhole, orientated so that the long side of the photograph is horizontal, shall be incorporated in the hard copy of the manhole

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

condition assessment report and supplied on a DVD(s) incorporated for each work order issued by the OWNER, unless otherwise directed.

- C. Reference to location for each photograph shall be indicated on the sketches at the end of the report. Photographs taken within the manhole shall indicate the depth below the ground surface and clock reference, relative to North at 12 o'clock. Each photograph filename shall be entered into the electronic database in the appropriate corresponding record.

### **DELIVERABLES**

- A. Electronic database with inventory and condition date and photographs shall be submitted to the OWNER.
- B. All photographs shall be digital pictures in electronic format.
- C. Corrections to the printed map shall be illustrated with red markings and delivered at the completion of each work task or at progress meetings. Supplemental sketches will be provided, as necessary, to clearly depict actual site conditions.
- D. Once the manhole inspection data has been obtained and analyzed and professional reports compiled, a recommended protocol for repairs will be recommended by the CONSULTANT.
- E. All rehabilitation recommendations must be approved by a registered licensed engineer in the state of Louisiana with a minimum of 10 years of experience analyzing manhole inspection data. Engineer must be MACP certified.

### **UNCOVER BURIED MANHOLES LESS THAN 12" DEEP**

- A. CONSULTANT shall provide all labor, materials, and equipment necessary to uncover sewer manholes less than 12" deep requiring access for sewer line inspection on this project. CONSULTANT will uncover only those manholes approved by the OWNER.
- B. CONSULTANT will not be required to uncover manholes covered in asphalt, concrete or any other permanent or semi-permanent material.

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- C. After inspection is complete, the CONSULTANT shall close the lid and re-cover the manhole only with the material removed to access the manhole. The CONSULTANT will not be required to scale manhole lid or replace any gasket material that may have been removed or damaged during the opening of the manhole.

### **REMOVAL OF STABILIZED DEBRIS IN MANHOLE INVERTS**

- A. CONSULTANT shall provide all labor, materials, and equipment necessary to remove stabilized debris from manholes inverts on this project. CONSULTANT will only remove stabilized debris from manhole inverts approved by the OWNER.

### **INSTALLATION OF RAINSTOPPER DURING MANHOLE CONDITION ASSESSMENT**

- A. The CONSULTANT shall provide all labor, material, supplies, equipment, and transportation necessary to complete the installation of Rain stopper manhole inserts during manhole condition assessment, in areas designated by the OWNER.
- B. The Rain stopper insert, and components shall be manufactured of materials resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid.
- C. The insert body shall be manufactured of high-density ethylene hexane-1 copolymer equal to Phillips Chemical Co. Marley HHM-4402, meeting the requirements or ASTM D1248 Class A, Category 5. The insert shall exceed 5 ½" in depth to allow penetration of the manhole lid through the clear opening in the ring. The insert shall have three or more ribs in the bottom for stiffness and lid deflection. The insert shall have a straight-side design to allow a loose fit into ring for each removal. The insert manufacturer must furnish a "load test verification" showing a load test failure in excess of 800 pounds.
- D. The gasket shall be made of close cell neoprene and shall have a pressure sensitive adhesive on one side. The gasket shall be installed by the manufacturer and must be compatible with the insert material to form a long-lasting bond in wet or dry conditions.
- E. The gas relief valve shall be designed to release at a pressure of .5-1.5 PSI and have a water leak down rate no greater than 5 gallons per 24 hours. The valve shall be installed in the

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insert by means of a hole tapped in the insert by the manufacturer and secured by a special designed lip molded into the insert to prevent being knocked out by lid rotation. The valve shall be made of nitrile for prevention of corrosion from contact with hydrogen sulfide, dilute sulfuric acid and other gasses associated with sewers.

- F. The handle shall be made of 1" wide nylon webbing and shall be installed on the insert body with #6 high-grade stainless-steel rivets and washers. The handle shall be installed on the insert in such a way that it does not interfere with the installation of the manhole lid. The handle shall be able to withstand a pull of 500 pounds of force before it fails or separated from the insert.
- G. The manhole frame rim shall be free of dirt and debris prior to the installation of the Rain stopper insert. The Rain stopper insert should be fully seated around the manhole frame to insure against water seepage between the insert and manhole frame rim. A generous coating of grease on the gasket will be applied by CONSULTANT to assist in seating and prevention of rust.

### **MEASUREMENT AND PAYMENT**

3D Manhole Condition Assessment: The unit price shown on Attachment A shall constitute full payment for all costs associated with inspecting all designated manholes and documentation including but not limited to labor, equipment, transportation, tools, GPS data collection and all other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the manhole condition assessment section. CONSULTANT will be paid per each manhole inspected.

Structural Manhole Condition Assessment: The unit price shown on Attachment A shall constitute full payment for all costs associated with inspecting all designated manholes and documentation including but not limited to labor, equipment, transportation, tools and all other related procedures and material necessary to produce the results in the form, format and of

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the quality specified in the manhole condition assessment section CONSULTANT will be paid per each manhole inspected.

3D Wet Well Condition Assessment (Less Than or Equal to 8-Ft Diameter): The unit price shown on Attachment A shall constitute full payment for all costs associated with inspecting all designated wet wells that are less than or equal to 8-ft. diameter and documentation including but not limited to labor, equipment, transportation, tools, GPS data collection and all other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the manhole / wet condition assessment section. CONSULTANT will be paid per each wet well inspected.

3D Wet Well Condition Assessment (Greater Than 8-Ft. Diameter): The unit price shown on Attachment A shall constitute full payment for all costs associated with inspecting all designated wet wells that are greater than 8-ft. diameter and documentation including but not limited to labor, equipment, transportation, tools, GPS data collection and all other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the manhole / wet well condition assessment section. CONSULTANT will be paid per each wet well inspected.

Uncover Buried Manholes Less than 12" Deep: Payment will be made for the uncovering of buried manholes in less than 12" of soil. Uncovering of manholes in concrete, asphalt, or any other material besides soil will not be performed. The unit price shown on Attachment A shall constitute full payment for each buried manhole less than 12" deep uncovered.

Removal of Stabilized Debris in Manhole Inverts: The unit price shown on Attachment A shall constitute full payment for all costs associated with confined space entry into manhole and removal of stabilized debris from manhole inverts. CONSULTANT will be paid for each manhole that stabilized debris is removed from



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Installation of Rain stopper During Manhole Condition Assessment: CONSULTANT will be paid for each Rain stopper installed during manhole condition assessment. The unit price shown on Attachment A shall constitute full payment for each Rain stopper provided and installed.

Manhole Inspection Data Management: The unit price shown on Attachment A shall constitute full payment for all costs associated with the preparation and delivery of manhole inspection data, reports in the form, format and quality specified in the manhole inspection section. Payment will be made per each manhole inspected.

Manhole / Wet Well Rehabilitation Recommendations: The unit price shown on Attachment A shall constitute full payment for all cost associated with the preparation and delivery of manhole / wet well rehabilitation recommendations. Payment will be made per each manhole/ wet well inspected.

### **SMOKE TESTING**

- A. The CONSULTANT shall provide all labor, materials, supplies, equipment, and transportation necessary to complete the smoke testing work.
- B. The objective of smoke testing sewer pipes is to locate specific sources of direct inflow to the sewers, such as storm sewer cross-connections, roof drains, yard and basement drains, fountain drains and abandoned building sewers. Additionally, smoke testing assists in locating system defects that contribute 1/1 to the sewers, including broken sewer pipes and service laterals and areas subject to ponding.
- C. Smoke testing work shall be conducted on pipes in areas of the system as selected and approved by the OWNER.
- D. Smoke testing may affect residences and/or businesses in the area being tested. Therefore, public and emergency response notification is an important aspect of this testing procedure. Such notification shall be conducted by the CONSULTANT as specified herein and is a prerequisite for initiating smoke testing.

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- E. High-grade mineral oil will be used to generate the smoke required for smoke testing. Smoke shall be dense, non-toxic, odorless, and non-staining.
- F. Blowers shall be used to force smoke into the sewer and shall be portable, custom-mounted to be installed over an open manhole casting and shall have a maximum capacity of 4,500 CFM and a minimum capacity of 2,000 CFM.
- G. Intensified smoke testing techniques shall be employed in all cases. Intensified techniques shall include at least one blower capable of a free air delivery of at least 2,000 CFM and smoke generation for a minimum of six minutes. Up to three-line segments, but no more than 1,000 feet of sewer main may be tested at one time. However, a separate Smoke Test Form must be filled out for each line segment even if no defect is found. Line segments shall be adequately isolated by using sandbags, baffles, or other methods. Smoke emanating from vents on buildings or adjacent manholes will determine the extent of successful smoke testing. Only clearly visible, dense smoke will qualify the sewer main tested for acceptance up to 1,000 feet of sewer main.
- H. Restrictions: Smoke testing shall not be conducted on rainy days or when saturated soil conditions exist. Rainy days are defined as days where greater than 0.5 inches of rain falls in any consecutive twelve-hour period. Testing shall be closely monitored on windy days. If smoke coming out of the ground is blown away so quickly as to escape accurate detection and/or photo documentation, testing shall cease until such time that weather conditions permit an accurate record of smoke testing results.
- I. The roofs of each building shall be visually inspected for evidence of roof drains connected to sanitary sewers.

### DOCUMENTATION

- A. The following data will be recorded on a paper form and entered into a database by the CONSULTANT, using the required file format in Microsoft ACCESS®. Data will be recorded using the approved smoke test form. A bound hard copy and DVD shall be submitted to the OWNER. The smoke test database shall include the following information at a minimum:
  - a. Description of the smoke return (“leak”), including intensity;

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- b. Date and time;
  - c. Location, including reference to the relevant manhole segment (upstream and downstream manhole incorporating the OWNER's manhole numbering system) and the nearest street address;
  - d. Area and type of surface drained by the smoke return ("leak");
  - e. Testing personnel; and
  - f. Digital color photographs and filenames of the results of each smoke test
  - g. GPS X & Y location of the leak location
- B. The location of smoke defects shall be marked with a flag using blue for light smoke, yellow for medium smoke and red for heavy smoke and each leak's location will be collected with a GPS collection device.
- C. Sketch must be provided of the manholes and sewer lines under testing including address, location, photo number, dimensional ties, and offsets to the documented smoke returns (leaks). Note geographical orientation relative to north.

### PHOTOGRAPHIC DOCUMENTATION PROCEDURES

- A. The CONSULTANT shall document each smoke leak or series of leaks by high- resolution digital photograph. Digital photographs shall be provided in jpg format. The resolution of the photographs shall be a minimum of 72 dpi x 72 dpi and minimum dimensions of 640 X 480 pixels. The photographs shall be referenced in the database by filename using UPSMH#\_DNSMH#\_LEAK#.
- B. Photographs will be taken in such a way that the smoke leak is clearly visible in the foreground and a distinct fixed reference is visible in the background. This method of referencing something fixed will support QA/QC to ensure that smoke leaks and their associated date can be confirmed by someone other than the original smoke test crew.
- C. Groups of digital photographs will be orientated so that the long side of the photographs is horizontal and printed copies can be incorporated in the hard copy of the smoke testing report. The report shall be supplied on a USB 2.0 flash drive(s) to the OWNER.

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D. The digital photographs shall incorporate annotation references below the image to upstream manhole number and date when the photograph was taken. The annotation shall be clearly visible and shall have a 12 pt. (uppercase) font size.

### PUBLIC NOTIFICATION

A. Public notification is critical. Compliance with the public notification criteria is a prerequisite for conducting smoke testing, especially when conducting smoke tests on sewer lines that pass through private property. At a minimum, the following steps shall be taken:

- a. Residential/Commercial: The CONSULTANT shall distribute pre-approved advance notice flyers 48 hours before smoke testing commences for each section of pipe.
- b. Emergency Response Agency Fire & Sheriff's Office: The CONSULTANT shall notify the appropriate local authorities daily to report the start time and end time for smoke testing and the exact locations where the tests will be performed. Fire stations within the smoke testing work area must be notified daily before field work commences each day.
- c. Schools, Hospitals & Nursing Homes: The CONSULTANT shall distribute advanced notice flyers 48 hours before smoke testing and make personal contact with responsible persons no more than 60 minutes prior to testing.
- d. Advance notice flyers to all property owners/occupiers likely to be affected by smoke testing shall be customized by the CONSULTANT to suit this project and must be submitted for approval by the OWNER prior to project commencement. The warning flyer shall include, at a minimum, the following information:
  - i. The reason for the smoke testing
  - ii. The location and area affected by smoke testing
  - iii. The timing of smoke testing
  - iv. The CONSULTANT's name
  - v. Contact person(s) and telephone number(s) of pertinent people involved in the project.

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- B. The CONSULTANT shall note his contact with all affected agencies and institutions and incorporate these contacts into his daily-submitted log.

### DELIVERABLES

- A. The standard electronic deliverable (all inspection images, database containing line segment information and leak details, coding information, Shapefiles containing GPS points of leaks and manholes and a GPS map created from the collection of manholes and leak points) will be submitted on an external USP 2.0 flash drive for each basin as it is completed. The smoke testing report will consist of a report for each segment smoked (imagery from Are map) leak detail with one digital photograph of each leak and one aerial imagery shot (collected from Are map). A final report will be provided for all basins upon completion of the entire project.

### MEASUREMENT AND PAYMENT

Smoke Testing: The unit price shown on Attachment A shall constitute full payment for all costs for smoke testing, documentation and public notification including by not limited to labor, equipment, transportation, tools and all other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the smoke testing section. CONSULTANT will be paid for the actual footage of pipe smoke tested.

Smoke Testing Data Management: The unit price shown on Attachment A shall constitute full payment for all costs associated with the preparation and delivery of smoke testing data and reports in the form, format and quality specified in the smoke testing section. CONSULTANT will be paid for the actual footage of pipe smoke tested.

### SANITARY SEWER LINE CLEANING

- A. Standard line cleaning shall be performed to remove foreign material and restore pipe capacity 95%. Standard cleaning shall be defined as two (2) complete passes of the sewer

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line with the cleaning equipment. The term “complete passes” shall mean cleaning from the upstream manhole all the way to the downstream manhole.

- B. Heavy line cleaning shall be performed to remove foreign material and restore pipe capacity to 95%. Heavy line cleaning shall be defined as three (3) or more complete passes of the cleaning equipment. The term “complete passes” shall mean cleaning from the upstream manhole all the way to the downstream manhole.
- C. The location of manholes and line segments which require additional equipment and manpower to access and perform cleaning operations are considered to be in the easement. Additional equipment includes, but is not limited to an easement machine, additional vacuum hose, additional manpower, etc.
- D. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONSULTANT shall not be required to clean those specific pipe sections unless the OWNER removes the apparent obstruction.
- E. During sewer cleaning operations, satisfactory precautions shall be taken by the CONSULTANT in the use of cleaning equipment. Precautions shall be taken to ensure that damage to, or flooding of public or private property does not occur during the cleaning procedure.
- F. Selection of the equipment shall be the sole discretion of the CONSULTANT and based on the conditions of lines at the time the work commences. The equipment shall be capable of removing dirt grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes.
- G. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up at the other manhole and cleaning again attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire manhole-to-manhole pipe segment it will be assumed that a major blockage exists, and the cleaning operation will be abandoned. The cleaning operator will note these consequences in his

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daily cleaning log. The CONSULTANT will be compensated for cleaning the entire length of sewer should this occur.

- H. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid materials resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing materials from pipe segment to pipe segment, which could cause line stoppages, accumulations of debris in wet wells, interference with in-line long term flow monitoring equipment or damage to pumping equipment will not be permitted. Under no circumstances shall sewage or solids removed during the cleaning operation be dumped onto the streets or in ditches, catch basins or storm drains.
- I. If the CCTV inspection shows the cleaning to be unsatisfactory, the CONSULTANT shall re-clean and re-inspect the sewer line at his sole expense until the cleaning is shown to be satisfactory.
- J. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials removed from the sewers and manholes during the cleaning operation shall be drained of water and transported to the local dumpsite to be provided by the OWNER. No tipping fee will be charged to the CONSULTANT by the OWNER.
- K. The OWNER will provide water for cleaning operations from any fire hydrant at no cost to CONSULTANT.

### **MEASUREMENT AND PAYMENT**

Standard and Heavy Sanitary Sewer Line Cleaning: Standard and heavy sanitary sewer line cleaning will be billed per linear foot with measurement being made between centerlines of consecutive manholes for the line segments being cleaned. Payment for standard and heavy sanitary sewer line cleaning shall be made at the unit price per linear foot based on the pipe size being cleaned and whether or not the line is in the right of way. Either standard or heavy sanitary sewer line cleaning will be billed. The line items will not be combined. The unit price shown on Attachment A shall constitute full payment for each linear foot satisfactorily cleaned.

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### **ROOT/GREASE/TAP CUTTING**

- A. The CONSULTANT shall furnish all labor, equipment, supplies, and supervision and shall perform all work required in accordance with these specifications.
- B. Roots, grease and/or taps that can be removed by conventional means, such as cutting, shall be removed by the CONSULTANT at the rate specified for that line item
- C. The cutting of roots, grease and or taps will occur during CCTV inspections.
- D. Roots, grease and/or taps will only be removed if they do not allow the passage of the CCTV inspection camera are obscuring the view of potential defects or could causes a potential blockage and overflow.
- E. When root, grease and/or tap cutting occurs, roots, grease and/or taps shall be cut to clear the pipe for flow and to allow for the proper viewing of defects.

### **CHEMICAL ROOT CONTROL**

- A. CONSULTANT will apply EPA registered root-control agents to various main line sanitary sewers, as selected by OWNER in order to kill the root growth present in the lines and to control root re-growth.
- B. CONSULTANT will apply the chemical, as a foam, directly to the roots via a hose that extends throughout the entire length of each sewer section. The material will be applied evenly and uniformly, so as to completely fill the sewer pipe. CONSULTANT will not use "pour down" products or utilize high pressure application equipment. CONSULTANT will pump the chemical foam under low pressure to assure that the sewer section is completely filled with foam, and to ensure that foam penetrates "wye" connections. The chemical agent will contain an herbicide to destroy root tissue and a foaming surfactant to deliver the herbicide to the targeted roots.
- C. The root control materials will be EPA registered, labeled for the intended use in sewer lines, and registered with the Louisiana Department of Agriculture & Forestry.
- D. CONSULTANT will comply with all applicable federal, state, and local requirements and ordinances relative to this type of material and usage thereof (OSHA, EPA, DOT and the



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Louisiana Department of Agriculture & Forestry). Chemical handling and treatments will be applied by trained, professional applicators that are certified by the Louisiana Department of Agriculture & Forestry, as required by law.

- E. CONSULTANT will keep complete and accurate records of each day's operation. Records shall show the date of treatment, the sections of line treated, pipe size and distance, and other pertinent information.
- F. The OWNER will provide water for root control operations from any fire hydrant at no cost to CONSULTANT.
- G. CONSULTANT guarantees to kill all the roots in every sewer it treats in order to eliminate main line sewer stoppages caused by live tree roots. CONSULTANT will apply this guarantee for a period of two (2) years, beginning on the date of treatment and ending 2 (2) years after the date of treatment. If a treated sewer plugs up due to live tree roots during the guarantee period, CONSULTANT will re-treat the sewer line at his sole expense. CONSULTANT will provide a three (3) year guarantee on any paid repeat application that are performed within six (6) months of the expiration date of the previous guarantee period. Re-treatments performed at no charge in honor of the guarantee do not extend the expiration date of the guarantee. This guarantee applies only to main line sewer stoppages caused by live tree roots. The guarantee does not apply to stoppages caused by grease or other foreign matter, flat, collapsed, or deformed pipe or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section.

### **MEASUREMENT AND PAYMENT**

Root / Grease Cutting: Payment will be made per linear foot requiring root and/or grease cutting. The unit price shown on Attachment A shall conclude full payment for each Root/Grease Cutting performed.

Chemical Root Control: The unit price shown on Attachment A shall constitute full payment for all costs for the application of chemical root control. CONSULTANT will be paid at the unit price per linear foot based on the pipe size that chemical root control is applied to.

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Removal of Protruding Taps By Internal Cutting: Payment will be made per tap cutting performed. The unit price shown on Attachment A shall constitute full payment for each Removal of Protruding Taps by Internal Cutting performed.

### **CCTV INSPECTION**

- A. The CONSULTANT shall furnish all labor, equipment, supplies, and supervision and shall perform all work required in accordance with these specifications. CCTV inspection shall be performed in the areas selected and approved by the OWNER.
- B. It shall be the responsibility of the CONSULTANT to schedule and perform investigations to prevent system overflows. If flows are such that they interfere with the CONSULTANT's ability to collect accurate data, then the CONSULTANT shall be responsible to schedule his work during low flow periods or to request written permission to perform by-pass pumping around the site. The CONSULTANT may provide by-pass pumping only with the specific approval from the OWNER. OWNER will reimburse CONSULTANT for all costs associated with bypass pumping.
- C. Inspection of sewer infrastructure by means of CCTV equipment shall be performed to determine the location and extent of any obstructions and defects such as offset joints, protruding tees, broken pipe, and other pipe defects that may permit groundwater infiltration. Logs shall note the existence of any significant defects. Cleaning by the CONSULTANT shall be performed prior to each CCTV inspection on each pipeline to be inspected.
- D. CCTV inspections shall be performed on one manhole-to-manhole pipe segment at a time. The inspection shall be performed by moving the CCTV camera through the line along the axis of the pipe at a rate not to exceed 30 feet per minute. Any means of propelling the camera through the sewer that would exceed this rate of speed or produce non-uniform or jerky movements shall not be acceptable. The camera shall be stopped for a minimum of 5 seconds at each identifiable defect to ensure proper documentation of the lines condition. In addition, the camera shall be stopped at each service connection, and the

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came a shall pan the service connection to video inside the service line. CCTV inspection is performed from the upstream manhole to the downstream manhole when the conditions allow. If conditions do not allow an upstream to downstream inspection, the inspection will be performed in reverse (from the downstream to the upstream manhole).

- E. A log shall be made by the CONSULTANT when each manhole-to-manhole pipe segment is televised. The log shall include at a minimum:
- a. Location of each point of leakage
  - b. Location of each service connection or other pipe entering the televised line
  - c. Location and degree of offsets
  - d. Location of any damaged sections, and nature of damage
  - e. Location of buried structures or blind junctions
  - f. Location and amount of any deflection in alignment or grade of pipe; also the total length of pipe sag
  - g. Pipe materials, diameter, and distance between pipe joints
  - h. Date, city, manhole-to-manhole segment, reference manhole number, name of operator, and inspector
  - i. Video Filename
- F. The pipe segment length, with respect to the referenced manhole, shall be determined with a meter device, accurate to within  $\pm 2\%$ . Markings on the cable, instruments requiring observation inside a manhole, or correction of each reading for the depth of the reference manhole shall not be allowed. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device.
- G. A header screen showing tape number, segment number, and manhole number shall be taped for 10 seconds at the beginning of each televised line segment. All header information shall be recorded on the log forms.
- H. At the CONSULTANT's direction the camera shall be stopped or backed up to view and analyze conditions that appear to be unusual or uncommon for a sound sewer line. At all times, the operating technician shall be able to move the camera through the line in either

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

direction without loss of quality in the video presentation on the monitor. The picture shall be free of electrical interference and provide a clear, stable image of the specified resolutions at all times. The camera lens shall be cleaned, as required, to provide a clear image within the sewer lines.

- I. In the event that equipment becomes lodged in the sewer line, the CONSULTANT shall notify the OWNER immediately. If equipment becomes lodged through no fault of CONSULTANT, the OWNER will remove the camera at no cost to the CONSULTANT. Timely excavation is necessary to maintain project schedules and to eliminate the possibility of overflows resulting from the lodged equipment creating a blockage.
- J. If during the inspection the camera cannot pass through entire pipe segment, the CONSULTANT shall set up his equipment so that the inspection can be performed from the opposite manhole. Should this occur, CONSULTANT will be paid for an additional set-up. If the camera again fails to pass through the entire pipe segment, the inspection shall be abandoned and considered complete. The CONSULTANT will be paid for the actual footage inspected, and no additional inspection work shall be required in that pipe segment until the pipe has been rehabilitated. CONSULTANT will be paid for the actual footage inspected during each subsequent attempt.

### **CCTV INSPECTION OF SERVICE LATERALS**

- A. CONSULTANT will use a lateral launch inspection system, consisting of a robotic tractor and a lateral launch CCTV camera, to remotely deploy a pan & rotate camera into lateral pipes connected to a mainline sewer pipe. Should CONSULTANT encounter multiple laterals converging in a single tap, CONSULTANT shall utilize a steerable lateral camera with guide pin to inspect the adjoining laterals separately. Each pipe shall be identified as an independent inspection for data submittal and invoicing purposes.
- B. A main sewer television camera is used to position the lateral camera launcher. The lateral sewer camera is used to inspect each lateral from the mainline towards the cleanout.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

- C. The television inspection of the lateral will be attempted from inside the mainline sewer up into the lateral or attempted from the cleanout towards the sewer main. Lateral sewers inspected from the cleanout towards the mainline will be attempted by using a mini push camera if necessary.
- D. In the event a lateral pipe segment cannot be fully inspected after reasonable attempts, CONSULTANT shall provide all the information to the OWNER and the OWNER will determine alternate possible solutions.

### SUBMITTALS

- A. Copy of completed CCTV log
- B. Schedule for cleaning and inspecting each sewer reach
- C. Daily report form
- D. Confined space entry form

### DATA SUBMITTALS

- A. All line pictures will be digital .mpeg video, clear, legible, and free of "snow" or haze.
- B. Electronic copies (data files) shall be submitted in a PACP Exchange Database.
- C. The CONSULTANT shall prepare and submit a list of defects, which appear to require immediate corrective action, based on their size and/or type, on a daily and weekly basis. This submittal is not a final deliverable.
- D. To establish the working criteria for video picture quality which must be maintained throughout the project, the CONSULTANT shall furnish A DVD with .mpeg video footage of an actual sewer line inspection that is satisfactory to the OWNER and meets the job specifications for CCTV inspection. This DVD shall become the property of the OWNER and shall be used throughout the project as a standard that the CONSULTANT's video picture quality must meet.
- E. The CONSULTANT shall furnish the OWNER a hard drive or DVD that contains both data files and video files. The date files shall be able to upload into a PACP Exchange Database.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

- Once downloaded by the OWNER, the hard drive will be returned to the CONSULTANT. Owner shall provide labeling and file naming standards at the pre- construction meeting.
- F. All inspections shall be made by PACP certified operators and data shall be documented using NASSCO' Pipeline Assessment and Condition Program.
- G. Once the CCTV inspection data has been obtained and analyzed and professional reports compiled, a recommended protocol for repairs will be recommended by the CONSULTANT.
- H. All rehabilitation recommendations must be approved by a registered licensed engineer in the state of Louisiana with a minimum of 10 years of experience analyzing sanitary sewer line inspection data. Engineer must be PACP certified.

### **MEASUREMENT AND PAYMENT**

CCTV Inspection: The unit price shown on Attachment A shall constitute full payment for all costs associated with the CCTV inspection of sanitary sewer lines. CONSULTANT will be paid for the actual linear footage of pipe inspected at the unit rates specified based on pipe size.

Additional Setup of CCTV Inspection Equipment: The unit price shown on Attachment A shall constitute full payment for all costs associated with the additional setup performed during CCTV. This will occur when the CCTV camera is unable to traverse the line segment from one manhole and must be setup again at the opposite or connecting manhole to attempt the inspection. CONSULTANT will be paid for each additional setup performed.

CCTV Inspection of Service Laterals (Lateral Launching From Mainline): The unit price shown on Attachment A shall constitute full payment for all costs associated with the CCTV Inspection of sanitary sewer service laterals from the mainline towards the cleanout. CONSULTANT will be paid for each service lateral inspected.

CCTV Inspection of Service Laterals (Push Camera From Cleanout): The unit price shown on Attachment A shall constitute full payment for all costs associated with the CCTV inspection of sanitary sewer service laterals from the cleanout towards the mainline. CONSULTANT will be paid for each service lateral inspected.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

CCTV Inspection Data Management: The unit price shown on Attachment A shall constitute full payment for all costs associated with the preparation and delivery of CCTV inspection data, videos, reports and rehabilitation recommendations in the form, format and quality specified in the CCTV inspection section. Payment will be for the actual footage of pipe CCTV inspected.

### **BYPASS PUMPING**

- A. CONSULTANT shall be responsible for furnishing all equipment, labor, and materials necessary to setup, operate and maintain by-pass pumping. The OWNER and CONSULTANT shall determine and agree upon the quantities and disposition of water to be pumped and the CONSULTANT shall provide the necessary equipment to meet these requirements.
- B. When by-pass pumping is required, the CONSULTANT shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sanitary sewer around the pipeline reach around the pipe being inspected. The pumping system shall be of sufficient capacity to handle peak flow plus additional flow that may occur during a rainstorm.
- C. Pumping shall be done by the CONSULTANT in such a manner as to not damage public or private property or create a nuisance or health menace. The pumped sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system. Sewage shall not be allowed to flow in gutters, streets or over sidewalks, nor shall any sewage be allowed to flow into storm inlets or conduits. After the work has been completed, flow shall be restored to normal.
- D. When flow in a sewer line is plugged, blocked, or by-passed, the CONSULTANT shall protect the sewer lines from damage that might result from sewer surcharging.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

### **MEASUREMENT AND PAYMENT**

Setup of Bypass Pump: The unit price shown on Attachment A shall constitute full payment for all costs associated with the setup and subsequent teardown of bypass pumps, up to 600' of discharge hose and 50' of suction hose. Payment will be made based on the size of the pump needed to accommodate the amount of flow.

Operation of Bypass Pump: The unit price shown on Attachment A shall constitute full payment for all costs associated with the operation of bypass pumps. Payment will be made based on the size of the pump needed to accommodate the amount of flow.

### **MISCELLANEOUS SERVICES**

#### **TRAFFIC CONTROL**

- A. CONSULTANT will provide standard traffic control including cones, signs, etc. at no cost to the OWNER.
- B. CONSULTANT will provide additional traffic control such as a flagman or policeman, as needed and as approved by the OWNER.
- C. The CONSULTANT shall notify the local fire department, police department, engineering department, and all other necessary authorities to carry out the requirements of the scope of work. All investigation work shall be coordinated with these authorities on a daily basis to avoid any conflict.

#### **CLEANING WET WELLS**

- A. The CONSULTANT shall scour debris or grease-laden wet wells with a high-velocity water gun. If the impact of the high-velocity water appears to be weakening the structural integrity of the wet well or any internal components of the wet well, the CONSULTANT shall discontinue the scouring on the wet well and notify the OWNER.
- B. Wet well cleaning shall be conducted on wet wells in the areas of the system as selected and approved by the OWNER.



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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

- C. Upon request from CONSULTANT, OWNER shall provide CONSULTANT with adequate access to the wet wells requiring cleaning.
- D. All debris removed during the cleaning process shall be properly disposed of by the CONSULTANT at a site provided by the OWNER at no cost to CONSULTANT.
- E. Upon request from CONSULTANT, OWNER shall draw down the water level in the wet well within a reasonable time and to a reasonable water level to facilitate the cleaning.

### **DYE TESTING**

- A. The objective of dye water testing, when used in conjunction with CCTV, is to pinpoint specific points of entry of inflow into the sanitary sewer system, such as direct and indirect connections of storm drains, yard drain inlets and pipes, sinkholes, leaking manholes in unpaved areas and leaking manhole covers and rings. Dye water testing without CCTV shall also be used to trace line segments during sewer map updating, locate cross connections, and co-relationship of individual properties to sewer lines.
- B. At a minimum, CONSULTANT should flood the area over the suspected leak with dyed water and check for dye at 5-minute intervals for up to 30 minutes, noting positive or negative each time checked at the downstream manhole. Two photographs will be taken: one when dyed water is applied and a second when positive results are noted, or at the 30-minute check if results are negative.
- C. The following data shall be recorded by the CONSULTANT using the required file format in Microsoft ACCESS®. Data, where specified, will be recorded using codes provided by the OWNER. A hard copy and electronic diskette shall be submitted to the OWNER. The dye test database shall include the following information at a minimum:
  - a. Date and time
  - b. Location, including reference to the relevant manhole segment (upstream and downstream manhole incorporating the OWNER's manhole numbering system) and the nearest street address
  - c. Testing personnel

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

- d. Schematic layout of the manholes and sewer lines under test – noting location of sandbags and/or plugs
  - e. Precise location of the site of confirmed source of inflow or leak, as determined by the dye testing, keyed to the relationship to appropriate manhole and pipe numbers for the OWNER's GIS mapping system and street address, and confirmation of any negative results of dye testing
  - f. Digital color photographs filenames of the results of each dye test
- D. Digital photographs shall be provided in jpeg (jpg) format. Resolution of photographs shall be a minimum of 72 dpi x 72 dpi and minimum dimensions of 640 X 480 pixels. The CONSULTANT shall document each dye leak or series of dye tests by high-resolution digital photograph. The photographs shall be included in the database along with the location of the dye test defect.
- E. Groups of digital photographs orientated so that the long side of the photograph is horizontal and that 3" x 5" printed copies shall be incorporated in the hard copy of the dye testing report and supplied on a CD-ROM(s) incorporated for each work order issued by the OWNER, unless otherwise directed.
- F. The digital photographs shall incorporate annotated referenced superimposed on the image to upstream manhole number and date when the photograph was taken. The annotation shall be clearly visible and shall have a 12pt (uppercase) front size. Each photograph shall have a clearly labeled filename incorporating the upstream manhole ID following by the letter "D" and the three-character sequence number assignee by the digital camera. Reference to location of each photograph shall be indicated on the sketched at the end of the report.

### **DELIVERABLES**

- A. Electronic database of dye test data and digital photographs of results shall be submitted to the OWNER. The electronic database using the required file format in Microsoft ACCESS®

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

version 2002, shall be tied to the OWNER's GIS sewer maps through the manhole numbers. If no GIS sewer maps are available, the CONSULTANT will be responsible for providing an applicable numbering system for manholes.

- B. A binder with hard copies of the dye test reports, location sketches, and digital photographs shall be submitted to the OWNER.
- C. The photographs shall be digital pictures in both hard copy and electronic format.

### **SONAR INSPECTION**

- A. The CONSULTANT shall determine the inspection technology method or combination of methods to be utilized in each pipeline segment. Generally, sonar alone will be used where the depth of fluid in the pipeline is greater than 74% of the full diameter of the pipe. CCTV and sonar will be used together when the fluid levels are between 25% and 75% of the full pipe diameter. Sonar will not be used where the fluid depth is generally less than 25% of the pipe diameter or more specifically where there is sufficient depth to pass the sonar gear on the float or crawler.
- B. The speed of the crawler or float shall not be greater than 20 feet per minute when the scanning sonar is in use either alone or in combination with the CCTV camera.
- C. The sonar equipment shall be purpose built for use in the inspection of sewer system pipelines and shall be operative in totally submerged conditions. It shall be capable of being traversed by crawler tractor, float, or other suitable means through the pipeline on a stable vehicle constructed to situate the sonar inspection equipment below the water level.
- D. The maximum beam width of the sonar energy pulse will be no greater than 2 degrees from the center of the transducer. The transducer will be of the continuous scanning type. The sonar image will be in full color during the inspection.
- E. The sonar survey will include complete structural and service assessment of the equivalent PACP standard as that obtained through the CCTV survey. The sonar survey will include measurement of fluid depth and silt depth.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

- F. The sonar survey will be continuously recorded and saved on CDs, DVDs or external hard drives in MPEG-1 format, supported by complete defect inspection logs and summary reports.
- G. A color high resolution sonar still image of cross-sections of the pipeline must be taken and recorded every 50 feet or more frequently should the internal profile of the pipeline change and at every defect. These images are to be cross referenced to the reports and databases for ease of reference.

### **ELECTRO SCAN INSPECTION**

#### **FIELD OPERATION**

- A. For each sewer main, the Electro Scan procedure begins with a light flushing of the sewer line and then uses the hydraulic jet hose and reel to pull the Electro Scan probe through the pipe from the downstream manhole to the upstream manhole where the combo CCTV/Electro Scan unit is positioned.
- B. The sewer line will be flushed from the downstream manhole, the nozzle removed at the upstream manhole, a Sliding Funnel Plug will be attached to the hose, and the Electro Scan probe will be attached to the Sliding Funnel Plug. The hydraulically powered jet truck would then pull the probe through the pipe while simultaneously providing the water necessary for the probe to electrically examine the pipe walls.
- C. While water is used to surround the Electro Scan probe, only a small portion of the probe must be technically be surrounded in 360° of water to allow electrical current to conduct or reach the wall of the pipe. While only a portion of water is required, maintaining a 6–10-foot column or reservoir of water behind the full cone to allow sufficient water to surcharge 24-36 inches up each sewer lateral is recommended. By allowing water to surround the entire service connection, Electro Scan will be able to successfully test all elements of the connection for defects.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

- D. Should a pipe segment be surcharged to the point where flushing isn't appropriate, other techniques and equipment will be used, including, but not limited to, float lines, parachutes, and immediate-area flow restriction.
- E. If through no fault of CONSULTANT's operators, inspection equipment, cleaning nozzles or root cutters become lodged in the collection system, the OWNER will provide excavation services to retrieve the equipment at no cost to CONSULTANT. Excavation of lodged items will be completed by the OWNER with a 48-hour period.
- F. All data will be fed back to the combo Electro Scan/CCTV unit via the standard CCTV coaxial cable. Once the data is collected on the unit's laptop computer, it will all be uploaded to *CONSULTANT's Critical Sewers Cloud-Based Portal* where it will be instantly processed and easily accessible for review by the OWNER.

### DATA

- A. A temporary software use license will be provided to allow one person to access the Electro Scan Critical Sewers™ cloud application, where data from the field will either be uploaded directly from the combo CCTV / Electro Scan unit using a remote Wi-Fi connection or uploaded when a stable connection to the Internet can be established at the end of the day.
- B. The Scan Detail page shows each defect identified by Electro Scan including location, severity, and leakage rate. A visual graph of the Electro Scan readings is also displayed, along with any header information entered by the OWNER.
- C. Electro Scan's custom and proprietary algorithms are used to grade the size and type of each leak, and structural defects, and graphically display the defect grade size, corrosion, type, and frequency for each manhole-to-manhole pipe section. In addition, Electro Scan's software will provide an estimated gallons per minute (GPM) infiltration rate per defect and for the entire pipe system. The Electro Scan traces have a resolution of less than 0.1ft. This information can be readily used to qualitatively identify corrosion problems, highest potential infiltration sections and assist with the selection of the most cost-effective repair method.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

### DATA EVALUATIONS AND ANALYSIS

- A. Data will be presented in both tabular and graphics formats to facilitate a comparative condition assessment of line segments.
- B. Data collected in the field will include:
  - a. Length of sewer line
  - b. Pipe defect locations
  - c. Classification of all defects as large, medium, or small
  - d. Classification of all defects as minor, moderate, or severe peak estimated flow.
  - e. A total estimated peak gallons per minute (GPM) will be provided for each defect and pipe segment, as a whole
  - f. If CCTV inspection reports or videotapes are available, CONSULTANT will compare a select number of sewer mains.

### DELIVERABLES

- A. Three copies of the draft report will be prepared for submittal to the OWNER for review.
- B. Three (3) copies of the Final Report incorporating the comments from the review of the draft report will be furnished. Final Report in Microsoft Office 2010 and in PDF format will be included.

### ACOUSTIC PIPE ASSESSMENT

- A. The CONSULTANT shall furnish all labor, equipment, supplies, and supervision and shall perform all work required in accordance with these specifications. Acoustic pipe assessment shall be performed in the areas selected and approved by the OWNER.
- B. The purpose of the acoustic pipe assessment is to identify blockages in sewer lines.
- C. The acoustic pipe assessment system shall be capable of inspecting 6"-12" lines using active acoustic transmission (transmit on one end of the pipe, receive on the other end of the pipe). Active transmission of sound for an individual inspection should be limited to no more than four (4) minutes of transmission time.
- D. The system shall be capable of inspecting an individual pipe length up to 800 linear feet.

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

- E. The device shall contain a USB connection or similar to allow for downloading of inspection data to a computer.
- F. Acoustic inspection results shall be provided on the device within three (3) minutes of completion of each individual inspection.
- G. The device(s) shall not need to come into contact with the waste flow and shall not require penetration of more than two (2) feet into the manhole or access point.
- H. The device(s) shall be battery-powered with the capability of performing at least 35 measurements on a fully charged battery.

### **MEASUREMENT AND PAYMENT**

Traffic Control: Payment shall be made when a flagger or uniformed police officer is required to control traffic during any inspection or cleaning activity. The unit price shown on Attachment A shall constitute full payment for each hour of Traffic Control performed.

Cleaning Wet Wells: The unit price shown on Attachment A shall constitute full payment for all costs associated with the cleaning of wet wells to include operators, combination truck, hoses, pipe, and confined space entry equipment shall be billed at the proposed unit rate. A 4- hour minimum will be charged anytime this item is utilized.

Dye Testing In Conjunction with CCTV Inspection: The unit price shown on Attachment A shall constitute full payment for all costs associated with the dye testing of sewer lines in conjunction with CCTV inspection and preparation and delivery of data. CONSULTANT will be paid per each dye testing setup performed.

Dye Testing NOT In Conjunction with CCTV Inspection: The unit price shown on Attachment A shall constitute full payment for all costs associated with the dye testing of sewer lines NOT in conjunction with CCTV inspection and preparation and delivery of data. CONSULTANT will be paid per each dye testing setup performed.

Sonar Inspection of > 12" Diameter Sewer Pipe: The unit price shown on Attachment A shall constitute full payment for all costs associated with the sonar inspection of sewer lines and

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# REQUEST FOR PROPOSALS

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## DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES AND SEWER SYSTEM EVALUATION SERVICES

preparation and delivery of data. CONSULTANT will be paid for the actual linear footage of pipe sonar inspected at the unit rates specified.

electro Scan Inspection 8"-21" Diameter: The unit price shown on Attachment A shall constitute full payment for all costs associated with the electro Scan inspection of sewer lines and preparation and delivery of data. CONSULTANT will be paid for the actual linear footage of pipe inspected at the unit rates specified.

Acoustic Pipe Assessment: The unit price shown on Attachment A shall constitute full payment for all costs associated with the acoustic pipe assessment of sewer lines and preparation and delivery of data. CONSULTANT will be paid for the actual linear footage of pipe assessed with measurement being made between centerlines of consecutive manholes for the line segments being assessed at the unit rates specified.

Combination Cleaning Truck with Operator and Helper (Min. 9 Hours) < 10,000LF: The unit price shown on Attachment A shall constitute full payment for all costs associated with the emergency port-to-port mobilization/demobilization of one (1) combination cleaning truck with operator and helper. This item is to be used for projects of less than 10,000 LF.

CCTV Inspection Unit with Operator and Helper (Min. 8 Hours) <10,000 LF: The unit price shown on Attachment A shall constitute full payment for all costs associated with the emergency port-to-port mobilization/demobilization of one (1) CCTV inspection unit with operator and helper. This item is to be used for projects of less than 10,000 LF.



## ATTACHMENT A

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

#### COST PROPOSAL FORM

This Proposal Form shall be submitted with all required Attachments

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

Proposal Form may also include additional optional positions and services.

#### DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES

DRAIN LINE CLEANING AND STRUCTURE EVALUATION SERVICES				
DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT RATE	TOTAL
HIGH PRESSURE CLEANING 8"- 18" STORM DRAIN	LINEAR FOOT	60,000.0		
HIGH PRESSURE CLEANING 21"- 32" STORM DRAIN PIPE	LINEAR FOOT	60,000.0		
HIGH PRESSURE CLEANING 36"- 48" STORM DRAIN PIPE	LINEAR FOOT	55,000.0		
HIGH PRESSURE CLEANING > 48" STORM DRAIN PIPE	LINEAR FOOT	50,000.0		
REMOVAL, HAULING & DISPOSAL OF STORM STRUCTURES & PIPES	TON	655.0		
COMBO CLEANING TRUCK W/CREW <5K LF (5HR MIN.)	HOUR	25.0		
COMBO CLEANING TRUCK & CCTV INSPECTION UNIT W/CREW <5K LF (5HR MIN.)	HOUR	25.0		
TRAFFIC CONTROL	HOUR	150.0		
MOBILIZATION & DEMOBILIZATION	EACH	1.0		
360 DEGREE STRUCTURE EVALUATION W/GPS DATA COLLECTION	EACH	1,000.0		
ZOOM CAMERA PIPE ASSESSMENT	EACH	500.0		
CCTV <30" DIA. STORM DRAIN PIPE	LINEAR FOOT	100,000.0		
CCTV >30" DIA. STORM DRAIN PIPE	LINEAR FOOT	75,000.0		
SONAR INSPECTION > 18" DIA. STORM DRAIN PIPE	LINEAR FOOT	50,000.0		
ADDITIONAL SETUP INSPECTION EQUIPMENT	EACH	100.0		
STRUCTURE REHABILITATION RECOMMENDATIONS	EACH	1,000.0		
STORM DRAIN PIPE REHABILITATION RECOMMENDATIONS	LINEAR FOOT	175,000.0		
CCTV INSPECTION UNIT W/ CREW <5K LF. (5 HR MIN.)	HOUR	25.0		

## SEWER SYSTEM EVALUATION SERVICES

SEWER SYSTEM EVALUATION SERVICES				
DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT RATE	TOTAL
MOBILIZATION & DEMOBILIZATION	EACH	1.0		
TEMPORARY FLOW MONITORING (1-5 METERS)	DAY	1.0		
TEMPORARY FLOW MONITORING (1-5 METERS) AFTER 60 DAYS	DAY	1.0		
TEMPORARY FLOW MONITORING (6-10 METERS)	DAY	1.0		
TEMPORARY FLOW MONITORING (6-10 METERS) AFTER 60 DAYS	DAY	1.0		
TEMPORARY FLOW MONITORING (11-15 METERS)	DAY	1.0		
TEMPORARY FLOW MONITORING (11-15 METERS) AFTER 60 DAYS	DAY	1.0		
TEMPORARY FLOW MONITORING (16 OR MORE METERS)	DAY	1.0		
TEMPORARY FLOW MONITORING (16 OR MORE METERS) AFTER 60 DAYS	DAY	1.0		
RAIN GAUGES	DAY	1.0		
NIGHT FLOW ISOLATION	EACH	1.0		
PUMP STATION DRAW/FILL TEST (1-2 PUMPS)	EACH	1.0		
PUMP STATION DRAW/FILL TEST (3-4 PUMPS)	EACH	1.0		
3D MANHOLE CONDITION ASSESSMENT	EACH	1.0		
STRUCTURAL MANHOLE CONDITION ASSESSMENT	EACH	1.0		
3D WET WELL CONDITION ASSESSMENT (LESS THAN OR EQUAL TO 8- FT DIAMETER)	EACH	1.0		
3D WET WELL CONDITION ASSESSMENT (GREATER THAN TO 8- FT DIAMETER)	EACH	1.0		
UN- COVER BURIED MANHOLES	EACH	1.0		
REMOVAL OF STABILIZED DEBRIS	EACH	1.0		
INSTALLATION OF STAINLESS STEEL RAINSTOPPER	EACH	1.0		
MANHOLE/WET WELL INSPECTION DATA MANAGEMENT	EACH	1.0		
MANHOLE/WET WELL INSPECTION REHAB RECOMMENDATIONS	EACH	1.0		
SMOKE TESTING	LINEAR FOOT	100.0		
SMOKE TESTING DATA MANAGEMENT	LINEAR FOOT	100.0		
STANDARD CLEANING 6"- 10"	LINEAR FOOT	11,500.0		
HEAVY CLEANING 6"- 10"	LINEAR FOOT	500.0		
STANDARD CLEANING 6"- 10" NOT IN RIGHT OF WAY	LINEAR FOOT	100.0		
HEAVY CLEANING 6"- 10" NOT IN RIGHT OF WAY	LINEAR FOOT	100.0		
ROOT/GREASE CUTTING 6"- 10"	LINEAR FOOT	100.0		
CHEMICAL ROOT CONTROL 6"- 8"	LINEAR FOOT	100.0		
CHEMICAL ROOT CONTROL 10"- 12"	LINEAR FOOT	100.0		
REMOVAL OF PROTRUDING TAPS	EACH	10.0		
CCTV <15"	LINEAR FOOT	11,500.0		
ADDITIONAL SETUP CCTV EQUIPMENT	EACH	2.0		
CCTV SERVICE LATERALS LAUNCHING FROM MAINLINE	EACH	1.0		
CCTV SERVICE LATERALS PUSH CAMERA	EACH	1.0		
CCTV DATA MANAGEMENT	LINEAR FOOT	11,500.0		
SEWER PIPE REHAB RECOMMENDATIONS	LINEAR FOOT	5.0		
SETUP 3"- 4" BY- PASS PUMP	EACH	1.0		
SETUP 6" BY- PASS PUMP	EACH	1.0		
SETUP 8" BY- PASS PUMP	EACH	1.0		
OPERATION OF 3"- 4" BY- PASS PUMP	HOURLY	1.0		
OPERATION OF 6" BY- PASS PUMP	HOURLY	1.0		
OPERATION 8" BY- PASS PUMP	HOURLY	1.0		
TRAFFIC CONTROL	HOURLY	10.0		
CLEANING WET WELLS	HOURLY	1.0		
DYE TESTING W/ CCTV 6"- 12"	EACH	1.0		
DYE TESTING WITHOUT CCTV	EACH	1.0		
SONAR INSPECTION > 12"	LINEAR FOOT	100.0		
ELECTRO SCAN 8"- 21"	LINEAR FOOT	100.0		
ACOUSTIC PIPE ASSESSMENT	LINEAR FOOT	100.0		
COMBO CLEANING TRUCK W/ OPERATOR	HOURLY	2.0		
CCTV INSPECTION UNIT W/ OPERATOR	HOURLY	1.0		
EMERGENCY SEWER HAULING	GALLON	100,000.0		

**DATE:** \_\_\_\_\_

**I have received Addenda, #s:** \_\_\_\_\_

**ORGANIZATION'S NAME:** \_\_\_\_\_

**ORGAINZATION'S ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**AUTHORIZED SIGNATORY OF PROPOSER\*\***

\_\_\_\_\_

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

**END: PROPOSAL FORM**

**ATTACHMENT B: NON-COLLUSION AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_  
\_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND  
SAID THAT HE/SHE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_  
\_\_\_\_\_(HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A  
PROPOSAL FOR \_\_\_\_\_ WHICH  
WAS RECEIVED BY CITY OF MANDEVILLE ON \_\_\_\_\_ AND SAID AFFIANT  
FURTHER SAID:

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT C: AFFIDAVIT OF PAST CRIMINAL CONVICTIONS**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A PROPOSAL FOR \_\_\_\_\_ WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON \_\_\_\_\_ AND SAID AFFIANT FURTHER SAID:

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

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

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

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

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

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

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AUTHORIZED SIGNATURE

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NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

My commission expires \_\_\_\_\_

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

**A. POLICY STATEMENT**

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

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

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

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

**B. PURPOSE OF THIS POLICY**

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

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

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

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

### D. CONTRACTORS

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



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

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

#### E. COMPLAINTS.

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

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

**CODE OF CONDUCT AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

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

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

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

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

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

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT E: E-VERIFY AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A QUOTE/PROPOSAL/CONTRACT/BID/RFP/SOQ TITLED \_\_\_\_\_ FOR CITY OF MANDEVILLE PROJECT: \_\_\_\_\_

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

Affiant further said:

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

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

My commission expires \_\_\_\_\_

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

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

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

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

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

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

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

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

Organization's name \_\_\_\_\_

Date \_\_\_\_\_

**THIS SIGNED FORM MUST BE SUBMITTED WITH PROPOSAL**

**ATTACHMENT G: SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR**

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

Contractor's authorized Official or Principal's Signature \_\_\_\_\_

Printed name and title \_\_\_\_\_

Firm's name \_\_\_\_\_

Date \_\_\_\_\_

**THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL**

## Attachment H: CITY OF MANDEVILLE INSURANCE REQUIREMENTS

*NOTICE: INSURANCE REQUIREMENTS ONLY APPLY AS THEY ARE RELEVANT TO THE SERVICES BEING PROVIDED.*

THE CONTRACTOR SHALL SECURE AND MAINTAIN AT ITS EXPENSE SUCH INSURANCE THAT WILL PROTECT IT AND CITY FROM CLAIMS UNDER THE WORKERS' COMPENSATION ACTS AND FROM CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. ALL CERTIFICATES OF INSURANCE SHALL BE FURNISHED TO THE CITY AND SHALL PROVIDE THAT INSURANCE SHALL NOT BE CANCELED OR SUBSTANTIVELY CHANGED WITHOUT THIRTY (30) DAYS PRIOR NOTICE OF CANCELLATION GIVEN TO THE CITY, IN WRITING, ON ALL OF THE REQUIRED COVERAGE PROVIDED TO THE CITY. ALL POLICIES AND NOTICES SHOULD NAME THE CONTRACTOR AND THE CITY. THE CONTRACTOR SHALL MAKE ITS POLICIES AVAILABLE FOR REVIEW AND EXAMINATION BY THE CITY AS MAY BE REASONABLY REQUESTED.

A. ALL POLICIES MUST PROVIDE FOR AND CERTIFICATES OF INSURANCE MUST CONTAIN THE FOLLOWING:

- (1) WAIVER OF SUBROGATION: THE CONTRACTOR'S INSURERS WILL HAVE NO RIGHT OF RECOVERY OR SUBROGATION AGAINST THE CITY, IT BEING THE INTENTION OF THE PARTIES THAT ALL INSURANCE POLICY(IES) SO AFFECTED SHALL PROTECT BOTH PARTIES AND BE THE PRIMARY COVERAGE FOR ANY AND ALL LOSSES COVERED BY THE BELOW DESCRIBED INSURANCE. POLICY ENDORSEMENTS REQUIRED FOR ALL COVERAGES.
- (2) ADDITIONAL INSURED: THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL NAMED INSURED WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, EXCESS LIABILITY, POLLUTION/ENVIRONMENTAL LIABILITY COVERAGE, AND MARINE LIABILITY. POLICY ENDORSEMENTS REQUIRED.
- (3) HOLD HARMLESS: CONTRACTOR'S LIABILITY INSURERS SHALL EVIDENCE THEIR COGNIZANCE OF THE HOLD HARMLESS AND INDEMNIFICATION BEING GRANTED IN FAVOR OF THE CITY BY REFERENCING SAME ON THE FACE OF THE CERTIFICATE(S) OF INSURANCE ISSUED.
- (4) PAYMENT OF PREMIUMS: THE INSURANCE COMPANIES ISSUING THE POLICY OR POLICIES SHALL HAVE NO RECOURSE AGAINST THE CITY FOR PAYMENT OF ANY PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF POLICY.

DEDUCTIBLES: ANY AND ALL DEDUCTIBLES IN THE DESCRIBED INSURANCE POLICIES SHALL BE ASSUMED BY AND BE AT THE SOLE RISK OF THE CONTRACTOR AND SHALL BE INDICATED ON THE CERTIFICATE OF INSURANCE. DEDUCTIBLES AND/OR SELF-INSURED RETENTIONS EXCEEDING \$100,000 MUST BE APPROVED BY THE CITY'S FINANCE DIRECTOR. THE CITY MAY REQUIRE CONTRACTOR TO PRODUCE EVIDENCE OF VERIFIABLE FINANCIAL ABILITY TO SATISFY ITS DEDUCTIBLES AND/OR SELF-INSURED RETENTIONS; HOWEVER, THE CITY ASSUMES NO LIABILITY OR OBLIGATION AS A RESULT OF ITS EXAMINATION, ACCEPTANCE, OR REJECTION OF SAID INFORMATION PRESENTED. THE CITY SHALL HAVE THE SOLE DISCRETION TO ACCEPT OR REJECT DEDUCTIBLES AND/OR SELF-INSURED RETENTIONS EXCEEDING \$100,000 AS IT DEEMS APPROPRIATE.

- (1) PROJECT REFERENCE: THE PROJECT(S) AND LOCATION(S) SHALL BE REFERENCED IN THE COMMENT OR DESCRIPTION OF OPERATIONS SECTION OF THE CERTIFICATE OF INSURANCE.
- B. THE CONTRACTOR SHALL PROVIDE AT ITS OWN EXPENSE, PROOF OF THE FOLLOWING INSURANCE COVERAGE REQUIRED BY THE CONTRACT TO THE CITY BY INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN THE STATE OF LOUISIANA. INSURANCE IS TO BE PLACED WITH INSURERS WITH AN A.M. BEST RATING OF NO LESS THAN A-, CATEGORY VII.
- (1) COMMERCIAL GENERAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE OF AT LEAST \$1,000,000 PER OCCURRENCE WITH A GENERAL AGGREGATE LIMIT OF AT LEAST \$2,000,000 PER PROJECT. THE INSURANCE SHALL PROVIDE FOR AND THE CERTIFICATE(S) OF INSURANCE SHALL INDICATE THE FOLLOWING COVERAGES:
    - (2) PREMISES - OPERATIONS;
    - (3) BROAD FORM CONTRACTUAL LIABILITY;
    - (4) PRODUCTS AND COMPLETED OPERATIONS;
    - (5) PERSONAL INJURY;
    - (6) BROAD FORM PROPERTY DAMAGE;
    - (7) EXPLOSION, COLLAPSE AND UNDERGROUND COVERAGE.
- C. POLLUTION AND ENVIRONMENTAL LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$1,000,000 PER OCCURRENCE, \$2,000,000 INCLUDING FULL CONTRACTUAL LIABILITY AND THIRD PARTY CLAIMS FOR BODILY INJURY AND/OR PROPERTY DAMAGE, FOR ALL SUCH HAZARDOUS WASTE, POLLUTANTS AND/OR ENVIRONMENTAL EXPOSURES THAT MAY BE AFFECTED BY THIS PROJECT STEMMING FROM POLLUTION/ENVIRONMENTAL INCIDENTS AS A RESULT OF CONTRACTOR'S OPERATIONS.
- IF COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS, COVERAGE WILL AT LEAST BE RETROACTIVE TO THE EARLIER OF THE DATE OF THIS CONTRACT OR THE COMMENCEMENT OF CONTRACTOR SERVICES IN RELATION TO THE WORK. AND THE POLICY WILL OFFER AN EXTENDED DISCOVERY CLAUSE OF AT LEAST THREE YEARS. IF WRITTEN EITHER ON AN OCCURRENCE OR CLAIMS MADE BASIS, THIS COVERAGE WILL BE MAINTAINED THROUGH THE RENEWAL OF THIS INSURANCE TO COVER A LOSS ARISING OUT OF THE COMPLETED OPERATIONS OF THE INSURED FOR A PERIOD OF AT LEAST 2 YEARS AFTER WORK IS ACCEPTED AS COMPLETE BY THE PROPERTY OWNER OF THIS CONTRACT IS TERMINATED. EVIDENCE OF THIS COVERAGE WILL NOT BE REQUIRED UNLESS BOTH OF THE FOLLOWING ARE MET:
- (1) CONTRACTOR RECEIVES NOTICE TO PROCEED TO PERFORM SERVICES UNDER THIS CONTRACT; AND
  - (2) IT HAS BEEN IDENTIFIED THAT SERVICES PERFORMED UNDER THIS CONTRACT WILL INCLUDE SUCH EXPOSURES.
- D. BUSINESS AUTOMOBILE LIABILITY INSURANCE WITH A MINIMUM COMBINED SINGLE LIMIT OF \$1,000,000 PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE. THIS INSURANCE SHALL PROVIDE COVERAGE FOR THE FOLLOWING:



- (1) ANY AUTOMOBILES; OR
  - (2) OWNED AUTOMOBILES; AND
  - (3) HIRED AUTOMOBILES;
  - (4) NON-OWNED AUTOMOBILES;
  - (5) UNINSURED MOTORIST.
  - (6) MCS-90 AND CA9948 ENDORSEMENTS REQUIRED
- E. MARINE LIABILITY/PROTECTION AND INDEMNITY INSURANCE IS REQUIRED FOR ANY AND ALL VESSEL AND/OR MARINE OPERATIONS IN THE MINIMUM LIMITS OF \$1,000,000 PER OCCURRENCE/\$2,000,000 PER PROJECT GENERAL AGGREGATE. THE COVERAGE SHALL INCLUDE, BUT IS NOT LIMITED TO, THE BASIC COVERAGES FOUND IN THE COMMERCIAL GENERAL LIABILITY INSURANCE AND COVERAGE FOR THIRD PARTY LIABILITY.
- F. WORKERS' COMPENSATION/EMPLOYERS LIABILITY INSURANCE: WORKERS COMPENSATION AS STATUTORILY REQUIRED; EMPLOYERS LIABILITY COVERAGE SHALL BE A MINIMUM OF \$1,000,000 EACH ACCIDENT, \$1,000,000 EACH DISEASE, \$1,000,000 DISEASE POLICY AGGREGATE AND WHEN WATER ACTIVITIES ARE EXPECTED TO BE PERFORMED IN CONNECTION WITH THIS PROJECT, COVERAGE SHALL INCLUDE USL&H, JONES ACT, AND/OR MARITIME EMPLOYERS LIABILITY. COVERAGE FOR OWNERS, OFFICERS AND/OR PARTNERS IN ANY WAY ENGAGED IN THE PROJECT SHALL BE INCLUDED IN THE POLICY AND A STATEMENT OF SUCH SHALL BE MADE BY THE INSURING PRODUCER ON THE FACE OF THE CERTIFICATE.
- G. OWNERS PROTECTIVE LIABILITY (OPL) (FORMERLY OWNERS AND CONTRACTORS PROTECTIVE LIABILITY (OCP) INSURANCE) SHALL BE FURNISHED BY THE CONTRACTOR NAMING CITY AS THE NAMED INSURED AND SHALL PROVIDE COVERAGE IN THE MINIMUM AMOUNT OF \$1,000,000 COMBINED SINGLE LIMIT (CSL) EACH OCCURRENCE \$2,000,000 AGGREGATE FOR PROJECTS LESS THAN \$5,000,000; LIMITS FOR ANY PROJECT VALUED OVER \$5,000,000 SHALL BE SET BY THE FINANCE DEPT. THE POLICY LIMIT IS SUBJECT TO BE INCREASED WHEN THE TOTAL VALUE OF THE CONTRACT INCREASES. THE POLICY AND ALL ENDORSEMENTS SHALL BE ADDRESSED TO CITY OF MANDEVILLE, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LA 70448.
- H. EXCESS/UMBRELLA LIABILITY SHALL BE FURNISHED BY CONTRACTOR WITH LIMITS OF AT LEAST EQUAL TO \$3,000,000 PER OCCURRENCE ON A FOLLOW FORM BASIS, FOR ALL LIABILITY COVERAGES SET FORTH ABOVE EXCEPT FOR THE OPL/OCP. (FOR EXAMPLE: IF THE GENERAL LIABILITY IS \$1,000,000 PER OCCURRENCE, THEN THE EXCESS POLICY SHOULD BE AT LEAST \$2,000,000 PER OCCURRENCE THEREBY PROVIDING A COMBINED PER OCCURRENCE LIMIT OF \$3,000,000.)

- I. ALL POLICIES OF INSURANCE SHALL MEET THE REQUIREMENTS OF THE CITY PRIOR TO THE COMMENCING OF ANY WORK. CITY HAS THE RIGHT, BUT NOT THE DUTY, TO APPROVE ALL INSURANCE POLICIES PRIOR TO COMMENCING OF ANY WORK. IF AT ANY TIME, IT BECOMES KNOWN THAT ANY OF THE SAID POLICIES SHALL BE OR BECOMES UNSATISFACTORY TO CITY AS TO FORM OR SUBSTANCE OR IF A COMPANY ISSUING ANY SUCH POLICY SHALL BE OR BECOME UNSATISFACTORY TO CITY, THE CONTRACTOR SHALL PROMPTLY OBTAIN A NEW POLICY, TIMELY SUBMIT SAME TO THE CITY FOR APPROVAL AND SUBMIT A CERTIFICATE THEREOF AS PROVIDED ABOVE. THE CITY AGREES TO NOT UNREASONABLY WITHHOLD APPROVAL OF ANY INSURANCE CARRIER SELECTED BY CONTRACTOR. IN THE EVENT THAT THE CITY CANNOT AGREE OR OTHERWISE AUTHORIZE SAID CARRIER, CONTRACTOR SHALL HAVE THE OPTION OF SELECTING AND SUBMITTING NEW INSURANCE CARRIER WITHIN THIRTY (30) DAYS OF SAID NOTICE BY THE CITY. IN THE EVENT THAT THE SECOND SUBMISSION IS INSUFFICIENT OR IS NOT APPROVED, THEN THE CITY SHALL HAVE THE UNILATERAL OPPORTUNITY TO THEREAFTER SELECT A RESPONSIVE AND RESPONSIBLE INSURANCE CARRIER ALL AT THE COST OF CONTRACTOR AND THEREAFTER DEDUCT FROM CONTRACTOR'S FEE THE COST OF SUCH INSURANCE.
- J. UPON FAILURE OF CONTRACTOR TO FURNISH, DELIVER AND/OR MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THE CONTRACT, AT THE ELECTION OF THE CITY, MAY BE FORTHWITH DECLARED SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO MAINTAIN INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY UNDER THE CONTRACT, NOR SHALL THE INSURANCE REQUIREMENTS BE CONSTRUED TO CONFLICT WITH THE OBLIGATION OF THE CONTRACTOR CONCERNING INDEMNIFICATION.
- K. CONTRACTOR SHALL MAINTAIN A CURRENT COPY OF ALL ANNUAL INSURANCE POLICIES AND PROVIDE SAME TO CITY ON AN ANNUAL BASIS OR AS MAY BE REASONABLY REQUESTED. PROVIDER FURTHER SHALL ENSURE THAT ALL INSURANCE POLICIES ARE MAINTAINED IN FULL FORCE AND EFFECT THROUGHOUT THE DURATION OF THE PROJECT AND SHALL PROVIDE THE CITY WITH ANNUAL RENEWAL CERTIFICATES OF INSURANCE EVIDENCING CONTINUED COVERAGE, WITHOUT ANY PROMPTING FROM THE CITY.
- L. IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO REQUIRE THAT THESE INSURANCE REQUIREMENTS ARE MET BY ALL SUB-CONTRACTORS PERFORMING WORK FOR AND ON BEHALF OF THE CONTRACTOR. CONTRACTOR SHALL FURTHER ENSURE CITY IS NAMED AS ADDITIONAL INSURED ON ALL INSURANCE POLICIES PROVIDED BY SAID CONTRACTOR AND/OR SUB-CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT.
- M. CERTIFICATES OF INSURANCE (FORM ACORD 25 (2014/1) OR NEWER) SHALL BE ISSUED AS FOLLOWS:

CERTIFICATE HOLDER:

CITY OF MANDEVILLE, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS  
3101 E. CAUSEWAY APPROACH  
MANDEVILLE, LA 70448  
PROJECT/CONTRACT NAME AND/OR NUMBER

CERTIFICATES MAY BE SENT VIA EMAIL TO: [RCHADWICK@CITYOFMANDEVILLE.COM](mailto:RCHADWICK@CITYOFMANDEVILLE.COM)

\*NOTICE: CITY RESERVES THE RIGHT TO REMOVE, REPLACE, MAKE ADDITIONS TO AND/OR MODIFY ANY AND ALL OF THE INSURANCE REQUIREMENTS AT ANY TIME.

# EVALUATION COMMITTEE CONSENSUS REPORT



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

TITLE: 2022 DRAIN LINE CLEANING AND STRUCTURE AND SEWER LINE EVAL SERVICES	DATE: 9/14/2022	
CONTRACTOR	RANK	TOTAL POINTS AWARDED
CES	1	291
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	

## EVALUATION COMMITTEE MEMBERS

A. EYMARD
B. PLAIA
K. LAGRANGE



City of Mandeville, LA

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

August 24, 2022 at 11:00 AM CDT

Digital Copy

SOUND DATA. SOLID CONCLUSIONS.



COMPLIANCE ENVIROSYSTEMS

August 24, 2022

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

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

Mayor Madden:

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

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

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

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

Respectfully Yours,

Brad Dutruch, President  
(Authorized to Obligate CES in a Contract)  
*Compliance EnviroSystems, LLC*  
C: 225.279.1483  
[brad@ces-sses.com](mailto:brad@ces-sses.com)  
CES Federal Tax ID Number: 72-1291021

Josh Graham, Business Development  
(Technical / Contractual Clarification)  
*Compliance EnviroSystems; LLC*  
C: 985.502.5667  
[jgraham@ces-sses.com](mailto:jgraham@ces-sses.com)

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# Background and Qualifications



### Years of Experience in Relevant Business

Compliance EnviroSystems, LLC (herein referred to as CES) was incorporated in 1995 as a full-service professional storm drain and sanitary sewer cleaning and evaluation company. For over 27 years CES has provided solutions to our clients' sanitary sewer and storm drain problems in more than 20 states and abroad. To date, CES is responsible for the successful cleaning and evaluation of over 100 million LF of collection systems pipes on more than 4,000 unique projects throughout the United States. CES provides services for some of the largest sanitary sewer and storm drain evaluation, capacity reclamation and disaster recovery projects in the United States. We are confident that CES is the best firm to provide the City of Mandeville (herein referred to as COM) the services required in this Request for Proposal. CES has successfully performed on a number of projects for COM in the past, cleaning and evaluating sections of its sanitary sewer and storm drain collection systems.

Our core mission is to provide a complete range of sanitary sewer and storm drain system evaluation services. These services, sometimes referred to as pre-construction



analysis, are the foundation to all sewer rehabilitation programs. Our services are divided into two separate but equal functions: the efficient collection of wastewater collection system field data and the management of all information, resulting in high quality deliverables and customized reports. CES Corporate resources (manpower and equipment) ensure that these services are provided at the highest possible level. Our staff is comprised of civil, mechanical and environmental engineers, as well as computer scientists. Field services at CES are managed by technicians who are highly trained in the areas

of high pressure pipe and catch basin cleaning, sanitary sewer evacuation/hauling, CCTV inspection, flow monitoring, dye flood testing, manhole inspections, smoke testing, GPS survey and advanced GIS mapping. CES operates the latest technologies in high pressure cleaning and vacuum combination trucks such as Vactor, VAC-CON, VacAll and Guzzler, television inspection equipment such as IBak, RST and CUES, fully-equipped flow monitoring, manhole inspection and smoke testing units, GPS Survey equipment, and all other necessary support equipment. Our state-of-the-art data management center is equipped with specialized computers, analysis software, and video software editing stations. Our data management team has evaluated millions of feet of wastewater collection sewers. All of our work is performed in accordance with our written standard procedures, which results in a consistent work product in all cases. Our services also include continuing education programs for engineers, wastewater professionals, administrators and elected officials.

We provide services to a variety of clients including large and small municipalities, wastewater utility contractors, national and international engineering firms.

### Similar Projects

See Attachment #1 for a listing of similar projects.



### Background in Handling Similar Sized Projects

There are few, if any, other companies in the United States which provides full-service professional storm drain and sanitary sewer system evaluation and disaster recovery services. The structure of our business model allows us to provide the highest level of field services to our clients. Our extensive fleet of company-owned catch basin and storm drain pipe cleaning equipment sets us apart and minimizes our need to rely on subcontractors.

Hurricane Ida was a devastating and destructive category 4 hurricane that made landfall in Southeast Louisiana on August 29, 2021. The storm was later determined to be the second-most intense and damaging hurricane to make landfall in Louisiana, only behind Hurricane Katrina. When the dust settled on August 30<sup>th</sup>, CES was immediately called upon to mobilize its enormous fleet of vacuum trucks to assist many municipalities in Southeast Louisiana with hauling sewer from sewer lift stations that were down without power. The list of municipalities that CES assisted with this effort included COM, City of New Orleans, Jefferson Parish Government, St. Bernard Parish Government, City of Kenner, City of Slidell, St. Tammany Parish and more. CES utilized over 100 vacuum trucks to assist in this massive power outage that last for more than 2 weeks.

The City of New Orleans (herein referred to as CNO) received almost 10 inches of rain in many parts of the City as an afternoon downpour on August 5, 2017 overwhelmed the City's drainage system. Major thoroughfares in flood-inundated neighborhoods were covered in several inches of standing water, with cars parked up against buildings and houses and on neutral grounds to avoid creeping floods that submerged dozens of cars.

With more rain in the forecast for the following week, CNO leaders rushed to deal with a series of malfunctions in the City's drainage systems. The storm drain system contains approximately 68,000 catch basins and over 1,000,000 linear feet of storm drain laterals varying in type and size. Catch basins were in need of significant cleaning and the urgency for this cleaning was elevated due to the consequences of the flooding.

Both New Orleans Mayor Mitchell Landrieu and Louisiana Governor John Bel Edwards declared a state of emergency in New Orleans in response to the rain events on August 5<sup>th</sup>. Officials and residents scrambled in the aftermath of the heavy storm that damaged hundreds of properties. In response to the rain events and subsequent flooding, the newly-appointed Director of Public Works for the CNO proposed the Emergency Catch Basin Cleaning Program to City Council.

The goal of the program was clear: clean 15,000 catch basins in 120 calendar days. Public Works needed a metro area contractor with the capacity to properly manage and complete the program's goal, the expertise of the CNO drainage system and the ability to lean forward on the local hire program. Public Works awarded CES the Emergency Catch Basin Cleaning contract.

CES began on September 26, 2017 with 6 combination cleaning / vacuum trucks. Within a week's time, CES ramped up to 15 cleaning trucks. By the third week of the program, CES and its subcontractor were operating 23 vacuum trucks throughout New Orleans. By January 23, 2018, the program end date, CES successfully cleaned 15,300 catch basins and removed 7.2 million pounds of debris.



CES and subcontractor employees logged a total of 26,868 man hours over the duration of this project and had ZERO reportable accidents, a tremendous feat on a project with so many moving parts and an abbreviated timeline for completion.

CES had an impeccable team of industry professionals on board to assist in tackling this daunting challenge. Assisting CES with this project were 4 local, disadvantaged business enterprise (DBE) and woman-owned business enterprise (WBE) firms. At the conclusion of the project, CES was proud of its accomplishment of meeting and exceeding the CNO's DBE/WBE utilization goal of 35% with a 38% utilization. CES is also pleased to report that local CNO residents supplied 60% of all employee hours (CES and subcontractors) logged for this project. Several of these local workers were placed from the City's HireNOLA initiative, which connects local and disadvantaged job seekers to employment opportunities in the City.

CES faced many challenges along the span of this project. This 120-calendar day project was scheduled to begin on September 26, 2017 and conclude on January 23, 2018. During this period, CES had to work 7 days per week and sometimes at nighttime to fulfill the obligations of the contract. The following planned events, which brought an influx of people and traffic to the CNO, coincidentally fell between CES's contract period and caused a unique set of challenges for CES crews:

Thanksgiving Day: November 23, 2017  
NCAA Football New Orleans Bowl: December 16, 2017  
Christmas Eve: December 24, 2017  
Christmas Day: December 25, 2017  
New Year's Eve: December 29, 2017  
New Year's Day and NCAA Football Sugar Bowl: January 1, 2018  
NFL NFC Wildcard Game (Saints vs. Panthers): January 7, 2018  
Mardi Grad Parades and Events: January 6 to February 13, 2018



In addition to the planned events, CES faced a multitude of unplanned events as well. There was a 2-day snow event (December 6 and 7, 2017) that was unprecedented for South Louisiana, Hurricane Nate (October 6, 2017) which cast tropical storm force winds and rain upon the City and 9 significant rainy days, all of which caused complete shutdown of all catch basin cleaning crews.

After Hurricanes Katrina and Rita devastated the Louisiana and Mississippi gulf coasts, CES was chosen to lead and manage the massive storm drain and sanitary sewer clean-up efforts for New Orleans, St. Bernard Parish, Jefferson Parish, Kenner, Lake Charles and other coastal cities. Our selection was based on our long and impressive production history. CES directly managed over 30 subcontractors and 200 high pressure cleaning trucks, resulting in thousands of tons of debris removed from these collection systems.

Details of these projects, including client references can be reviewed in our client references and recommendation table. We encourage and welcome you to contact any of our past or present clients for references.

Our can-do attitude and creative problem-solving staff have resulted in an impeccable performance record. We are good corporate citizens, utilizing local labor where possible, and forming long lasting professional relationships with our clients.

### Degree of Experience

CES has the first-hand knowledge and experience that is needed in order to effectively plan, manage and implement all phases of work associated with this catch basin, storm sewer and sanitary sewer debris removal project. CES is uniquely qualified for this work having cleaned over 100 million linear feet of pipe and having pumped and transported over 20 million tons of liquid waste. Our work in organizing and managing over 100 vacuum trucks after Hurricane Ida and nearly 200 vacuum trucks in the days and months following Hurricanes Katrina and Rita is a testament to the dedication and resourcefulness of our experienced staff. CES responded to the challenges that these natural disasters presented and assisted local governments in minimizing the effects of additional flooding to those residents and businesses in the most impacted areas.



CES worked with the St. Bernard Parish Government immediately after the waters receded to rid the sanitary sewer system of over 4 million tons of liquid waste, as well as clearing of the drainage system of thousands of tons of debris left in the wake of Hurricane Katrina's storm surge. In unprecedented working conditions, CES managed a fleet of over 35 vacuum trucks, cleaning catch basins, storm drain pipes and sanitary sewer pipes. Additionally, in Orleans Parish CES mobilized and managed over 100

vacuum trucks from all over the country. CES assisted in cleaning both the storm drain and sanitary sewer infrastructure affected by Hurricanes Katrina and Rita. In Jefferson Parish and the City of Kenner, CES worked tirelessly to assist the local authorities in the cleanup effort which included cleaning catch basins, manholes and storm drain pipes. On the North Shore, CES teamed with a local contractor to assist the City of Slidell in their cleanup effort by cleaning sewer pipe, storm drain pipe and catch basins.

Concurrent with the ongoing cleaning efforts taking place in southeastern Louisiana, CES also responded to the challenges presented by Hurricane Rita in southwestern Louisiana. CES mobilized and managed 12 cleaning trucks in the days following Hurricane Rita's landfall. In an effort that lasted 3 months, CES cleaned catch basins and curb line along some of Lake Charles's busiest city streets.

Our management skills and vast project experience makes CES the leader in the storm drain and sanitary sewer system evaluation, disaster recovery and storm sewer capacity reclamation industry.

### Experience with FEMA Reimbursement Programs & Funding Issues

CES will provide the engineering expertise, planning, technical support, data and resource management, equipment and field services necessary to implement and complete the Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation Services for COM.

CES understands the importance of a precise and methodical plan to accomplish large complex projects. CES has provided numerous field services for many government organizations including Plaquemines Parish. After Hurricanes Katrina and Rita struck the Gulf Coast, CES was directly responsible for the recovery efforts of numerous communities as shown in our past experience. CES gained valuable management expertise that will allow us to successfully complete this project. In addition to performing field activities and providing management expertise, CES has the ability to assist COM with state and federal reimbursement issues. CES has experts and professionals trained in writing project worksheets, helping draft appeals as well as many other issues regarding state and federal reimbursement policies and procedures. CES will offer training classes to COM, educating them on the state and federal policies and procedures as it relates to monitoring, accounting and reimbursement for this work in Plaquemines Parish. This training will include developing public information assistance that will be beneficial to COM for years to come.

### Proof of Satisfactory or Better Performance

See Attachment #2 for proof of satisfactory or better performance on contracts of similar scope and size.

### Qualifications of Staff

#### Assurance of Dedicated Project Team

CES is fortunate to have a number of highly trained, talented and dedicated staff within its ranks. The individuals and their resumes contained in this document will be the project team assigned to this contract should the need arise to activate it. These team members will be directly involved with the day-to-day planning, operation,

tracking and safety of the crews working on the Drain Line Cleaning and Structure Evaluation Services and Sewer System Evaluation Services.

Experience of Key Team Members

See Attachment #3 for experience of key team members.

Affirmative Action Plan

The CES Affirmative Action Plan is founded on principles intended to go beyond equal opportunity guarantees. Affirmative Action seeks to address a variety of important concerns for CES. There is an obligation to address past discrimination when it has been present; social concern will be exercised in dealing with populations historically disadvantaged within the national community in general, or CES in particular. As a disaster recovery firm, CES strengthens its purpose by providing significant role models within its management and staff for the variety of individuals served by it. In the interest of those principles, CES intends to act positively and pro-actively in its programs of recruitment and promotion.

CES reaffirms its commitments to Affirmative Action and Equal Employment Opportunity. The Affirmative Action Plan is designed to include those elements contained in Executive Orders 11246 and 11375 and the Office of Federal Contract Compliance Revised Orders Number 4 and 14, and to achieve compliance with their requirements.

CES will continue to provide equal employment opportunities to all qualified persons.

CES reaffirms its commitment that there shall be no discrimination against applicants or employees because of race, religion, color, national origin, age, sex, sexual orientation, marital status, disability, veteran or Vietnam era veteran status, in matters of employment, promotion, transfer, layoff, termination, rates of pay, selection for training, recruitment and recruitment advertising. Any employee found to have acted in violation of this CES policy shall be subject to appropriate disciplinary action.

Education and Experience of Personnel

CES corporate headquarters is located at 1401 Seaboard Dr., Baton Rouge, LA 70810 and we have fully-staffed offices in Kenner, LA, Dallas, TX, Memphis, TN, Atlanta, GA, Shreveport, LA and Hattiesburg, MS. CES has a large pool of well-trained employees that are available in these emergency situations. Our project management staff has experience and expertise in hurricane recovery related projects. CES has self-contained mobile housing units and rations on-hand, ready to be mobilized into any area immediately following a disaster providing housing and food for our employees and subcontractors. This flexibility ensures the program will be supplied with the proper amount of equipment and manpower to accommodate the project requirements for COM, even if a 24-hour work day is required.

CES employees are highly trained, motivated, productive and efficient with the equipment that will be used to remove and transport debris from catch basins and storm drain lines to the designated landfill. Operators and Project Managers have the proper training in field techniques and documentation needed for this particular project. This training will maximize COM's position for reimbursement by state and federal agencies on this very important project. CES team members have experience working with state and federal entities and will oversee the flow of data from the field to the appropriate representatives within COM. This experience ensures proper documentation is kept throughout the duration of this project. Our team and its representatives are well prepared to work closely with COM to navigate the numerous public assistance regulations and requirements mandated by state and federal authorities in order to qualify for proper reimbursement. Our firm has both internal technical advisors to assist in project management and an external network of consultants that are qualified to directly interact with all levels of government on behalf of our clients.



Our team has years of field experience working on state and federal projects funded under its public assistance programs. We understand not only the general policies of these state and federal agencies, but also the sensitivities that accompany working on this type of project. We will provide consulting, training and background information to enable and assist our clients to identify, apply and maximize all resources that are available through public assistance grants under the Stafford Act and accompanying federal regulations. Specific areas of assistance include but are not limited to:

- Providing background on Stafford Act and other key federal regulations in order to identify what programs are available to the client.
- Identifying key dates, documents and deadlines required to apply for assistance and provide the assistance needed to complete them.
- Assisting the client in putting in place ordinances, policies and procedures necessary for the community to qualify for various programs.
- Assisting in formulating initial damage assessments and provide high quality estimates of the work needed to be done. This is key to developing accurate Project Worksheets that will provide timely funding for this project.
- Providing comprehensive guidance on project management, project worksheet development (including subsequent versions), invoice processing and reimbursement requests.
- Assisting with all governmental audits including records retention as required by federal regulation.

# Similar Projects Attachment #1



Similar Projects  
Attachment #1

	PROJECT NAME	PROJECT LOCATION	OWNER/CONTACT INFORMATION	PROJECT DESCRIPTION	PROJECT DATES
1	Post-Hurricane Ida Emergency Storm Drain Assessment and Cleaning	Mandeville, LA	Keith Lagrange City of Mandeville, LA T: 504.884.2778 <a href="mailto:klagrange@cityofmandeville.com">klagrange@cityofmandeville.com</a>	2,070 Storm Drain Structures Assessed 5,942 Storm Drain Pipes Assessed 29,000 LF Storm Drain Pipes Cleaned 1,230,000 Pounds of Storm Drain Debris Removed from Pipes/Structures	Ongoing
2	Sewer System Evaluation and Post-Hurricane Ida Emergency Sewer Hauling	Mandeville, LA	Keith Lagrange City of Mandeville, LA T: 504.884.2778 <a href="mailto:klagrange@cityofmandeville.com">klagrange@cityofmandeville.com</a>	989,900 Gallons of Sewer Pumped & Hauled 164,000 LF of Smoke Testing 2,455 Manhole Inspections 33,200 LF of CCTV Inspection 88,700 LF of Pipe Cleaning	Ongoing
3	Storm Drain Assessment / Cleaning Program	City/Parish of East Baton Rouge, LA	Fred Raiford City/Parish of East Baton Rouge T: 225.726.8001 <a href="mailto:fraiford@brgov.com">fraiford@brgov.com</a>	62,000 Storm Structures Assessed 2,800 Storm Structures Cleaned 306,000 LF Storm Pipe Cleaned 17,000,000 Pounds of Storm Debris Removed	Ongoing
4	Storm Drain Assessment / Cleaning Program	Gretna, LA	Mayor Belinda Constant City of Gretna, LA T: 504.400.1506 <a href="mailto:bconstant@gretnala.com">bconstant@gretnala.com</a>	8,167 Storm Structures Assessed 425 Storm Structures Cleaned 45,000 LF Storm Pipe Cleaned 860,000 Pounds of Storm Debris Removed	Ongoing
5	Post-Hurricane Ida Emergency Sanitary Sewer Pumping and Hauling	Jefferson Parish, LA	Pablo San Martin Jefferson Parish Government T: 504.722.3422 <a href="mailto:psanmartin@jeffparish.net">psanmartin@jeffparish.net</a>	9,062,000 Gallons of Sewer Pumped & Hauled	Completed in 2021



Similar Projects  
Attachment #1

6	Post-Hurricane Ida Emergency Sanitary Sewer Pumping and Hauling	Slidell, LA	Blaine Clancy, P.E. City of Slidell, LA T: 985.646.4270 <a href="mailto:bclancy@cityofslidell.org">bclancy@cityofslidell.org</a>	1,499,900 Gallons of Sewer Pumped & Hauled	Completed in 2021
7	Post-Hurricane Ida Emergency Sanitary Sewer Pumping and Hauling	Kenner, LA	Joanne Massony City of Kenner, LA T: 504.450.1138 <a href="mailto:jmassony@kenner.la.us">jmassony@kenner.la.us</a>	2,037,800 Gallons of Sewer Pumped & Hauled	Completed in 2021
8	Post-Hurricane Zeta Emergency Sanitary Sewer Pumping and Hauling	Jefferson Parish, LA	Pablo San Martin Jefferson Parish Government T: 504.722.3422 <a href="mailto:psanmartin@jeffparish.net">psanmartin@jeffparish.net</a>	4,022,600 Gallons of Sewer Pumped & Hauled	Completed in 2020
9	Post-Hurricane Laura Emergency Sanitary Sewer Pumping and Hauling	Lake Charles, LA	Kevin Heise, P.E. City of Lake Charles, LA T: 337.540.1712 <a href="mailto:kevin.heise@cityoflc.us">kevin.heise@cityoflc.us</a>	8,893,900 Gallons of Sewer Pumped & Hauled	Completed in 2020
10	Post-Flood Emergency Sanitary Sewer Pumping and Hauling	City/Parish of East Baton Rouge, LA	Adam Smith, P.E. City/Parish of East Baton Rouge T: 225.892.1831 <a href="mailto:amsmith@brgov.com">amsmith@brgov.com</a>	4,000,000 Gallons of Sewer Pumped & Hauled	Completed in 2016
11	Post-Hurricane Katrina Sanitary Sewer and Storm Drain Assessment	Slidell, LA	Blaine Clancy, P.E. City of Slidell, LA T: 985.646.4270 <a href="mailto:bclancy@cityofslidell.org">bclancy@cityofslidell.org</a>	460,000 LF Storm Drain Pipe Cleaned 205,000 LF Storm Drain Pipe CCTV Inspected 285,000 LF Sewer Pipe Cleaned 285,000 LF Sewer Pipe CCTV Inspected	Completed in 2014

\*CES welcomes you to contact any of the clients listed above for proof of satisfactory performance.

Drain Line Cleaning and Structure Evaluation Services  
And Sewer System Evaluation Services  
City of Mandeville, LA

CES Proof of  
Satisfactory Performance  
Attachment #2





DEPARTMENT OF PUBLIC WORKS  
CITY OF NEW ORLEANS

---

March 10, 2015

To Whom it May Concern,

This letter is to recommend CES (Compliance EnviroSystems, LLC) for your project(s). The City of New Orleans recently undertook the daunting task of conducting a CCTV investigation of a majority of the streets in the City. This involved cleaning and videoing drain lines that have gone untouched for years after Hurricane Katrina. The amount of debris and damage was unbelievable. Only one firm, CES, was able to handle the workload and tight deadlines imposed by the City. They have been able to not only deliver the product in the formats desired by the City, but also adjust to any and all schedule acceleration changes requested by the City.

This kind of response was a blessing to the City and definitely a homerun on every single aspect of the project. I observed a talented management team run a complicated project without a single complaint or issue. The work has been ahead of schedule, on budget and without any complaints from the City's residents. I have not seen such a superb performance by a firm in my entire career.

CES definitely delivers what is needed when it's needed without complaint. They demonstrate a fanatical attention to detail that shines at the end of the project. Every City would wish to find a firm with their work ethic along with amazing client service skills. I have no doubt I will work with CES in the future and I highly recommend them to any client in search of a qualified contractor in their field.

Sincerely,

A handwritten signature in black ink that reads "James R. Kapisis".

James R. Kapisis  
Assistant Program Manager  
City of New Orleans Public Works

1300 PERDIDO STREET | SUITE 6W03 | NEW ORLEANS, LOUISIANA 70112  
PHONE 504-658-8000 | FAX 504-658-8007





**Department of Environmental Services**

Karen M. Khonsari, Director  
City of Baton Rouge  
Parish of East Baton Rouge  
222 St Louis, Room 816  
Baton Rouge LA 70802

Office: 225-389-3158  
Fax: 225-389-5391

May 16, 2016

To Whom It May Concern:

Compliance Envirosystems (CES) has worked in the City of Baton Rouge for the last 5 years performing Parish-Wide Sanitary Sewer Cleaning and Physical Inspection Services as part of our EPA Mandated *Sanitary Sewer Overflow Program* scheduled for completion in 2017. CES has proven very capable of performing multiple services to aid in our rehabilitation effort including:

- Smoke Testing of **over 2.5 million LF.**
- 3D Manhole Inspections of **over 4,500 manholes.**
- Pole Camera Manhole Inspections of **over 1,000 manholes.**
- CCTV Inspections of **over 4 million LF inspected.**
- High Pressure Cleaning of **over 4 million LF.**
- Lateral Launch Inspections of **over 4,000 laterals.**
- Sonar Inspections of **over 15,000 LF.**

CES has performed these services on schedule and within budget each year with little to no change orders needed. The data submittals are error free and easy to interpret. CES uses late model equipment and the latest technology giving us the opportunity to quickly evaluate large amounts of data in a short time to determine where rehabilitation is needed.

We have utilized other sewer evaluation firms in the past, but plan to continue using CES in the future. I feel confident in saying that they are the best in the business.

Sincerely,

A handwritten signature in blue ink that reads "Karen M. Khonsari".

Karen M. Khonsari  
Director Environmental Services

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD  
WM. R. "BIFF" BURK, III, PE

PROJECT MANAGER  
TYLER K. COMEAUX, PE

WILLIAM R. BURK, JR., 1912-1986

333 TEXAS STREET, SUITE 975  
SHREVEPORT, LA 71101  
TELEPHONE (318) 222-5901 FAX (318) 222-5908  
WWW.BKIUSA.COM

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - LA  
MICHAEL D. CHOPIN, PE



OVER 100 YEARS OF SERVICE

**Delivered to: Compliance EnviroSystems, LLC.**

July 21, 2016

**Re: Reference Letter for Compliance EnviroSystems, LLC.  
8(a) Business Development Program**

To Whom It May Concern:

I am pleased to write this reference letter on behalf of Compliance EnviroSystems, LLC. (CES).

Burk-Kleinpeter has been and is currently working on the City of Shreveport Consent Decree Sanitary Sewer Assessment. CES was the City's selected consultant to provide Consent Decree related flow monitoring and underground utility investigation field assessment services, including CCTV, smoke testing, manholes inspections, and GIS updates. To date, CES has completed flow monitoring throughout the City of Shreveport which included 57 flow meters, 1,700,000 linear feet of smoke testing sewers, 2,800,000 linear feet of cleaning sewers, 2,000,000 of CCTV inspection of sewers, and 7,600 manholes inspections.

I can attest CES provides excellent professional expertise and commitment to a project. They have performed in an admirable and timely fashion and deliver a high quality of work.

You are most welcome to contact me at (318) 222-5901 or [tcomeaux@bkiusa.com](mailto:tcomeaux@bkiusa.com) to discuss any aspects of the services that they have performed for us.

Very truly yours,

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

Tyler Comeaux, PE  
Project Manager



DEPARTMENT OF PUBLIC WORKS  
CITY OF NEW ORLEANS

C. RAY NAGIN  
MAYOR

JOHN H. SHIRES P.E.  
DIRECTOR

December 15, 2005

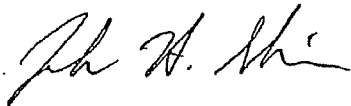
To Whom It May Concern:  
RE: Compliance EnviroSystems/ Reference and Commendation for Exemplary Service

On August 29, 2005 Hurricane Katrina struck the Gulf Coast and caused massive flooding to the City of New Orleans. This inundation resulted in citywide infrastructure failure. Sewer, water, electricity, gas, and storm drain systems received tremendous damage. Our challenges were many, but getting the water out of the city was one of our top priorities. To accomplish this task, our storm water pumps, and storm water infrastructure would have to be recovered. This involved cleaning 58,000 catch basins and 3.5 million linear feet of storm drain lines.

Compliance EnviroSystems was selected to manage this aspect of the recovery effort. To accomplish this task, CES utilized and managed over 100 Combinations and Vacuum trucks. Under the harshest of conditions (no food, water, fuel or housing) CES provided their services with the utmost professionalism. This project presented monumental logistical challenges and problems. CES rose to meet the challenges, demonstrating their exemplary planning and management skills

Compliance EnviroSystems demonstrated though skill, determination, and planning expertise, that they were capable of and managing the largest storm sewer recovery project in the history of the United States. This valuable service provided to the City of New Orleans by Compliance EnviroSystems is a case study in efficiency and results on storm drain recovery efforts.

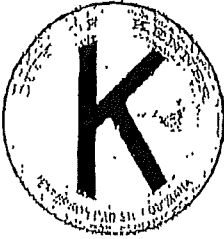
Sincerely,



John H. Shires, P.E.  
Director of Public Works

1300 PERDIDO STREET | SUITE 6W03 | NEW ORLEANS, LOUISIANA | 70112  
PHONE 504.658.8000 | FAX 504.658.8007





## CITY OF KENNER

### OFFICE OF THE MAYOR

PHILIP L. CAPITANO  
MAYOR

June 2, 2006

To Whom It May Concern:

On August 29, 2005 and the days and months following Kenner faced the most trying times in recent memory. Hurricane Katrina ravaged our City as well as its infrastructure. Parts of the City held water for days. Debris from trees, roofs and contractors choked catch basins and clogged our storm drain system. The City of Kenner took on the daunting task of clearing the catch basins enabling rain and storm water to reach the pump stations there by keeping the streets of Kenner dry and safe for its residence.

The City of Kenner looked to its engineer of record to locate the best local firm to ensure quick response time, mobilization of equipment and labor by way of an emergency Request for Proposal. After looking at several qualified applicants, Compliance EnviroSystems, headquartered in Baton Rouge, Louisiana was selected for the project.

CES was briefed on procedures and production goals then began work on ridding the catch basins in Kenner of the debris left in the wake of Katrina. In two months, working in concert with monitors and inspectors, CES removed debris and returned capacity to over 6,800 catch basins. This work not only provided the City with a much needed public service, but it also illustrated to the residence of Kenner that their city was recovering, and that Kenner would be stronger and better than it was before.

Without the resources, promptness, attention to detail and professionalism displayed by CES, Kenner would not have been able to make the strong recovery that we see today. Of the coastal cities devastated by Hurricane Katina, the City of Kenner leads the pack in businesses and residences returning to their home and we attribute this in part to companies like Compliance EnviroSystems.

PHILIP RAMON

Chief of Staff



**PEAKE CONSTRUCTION, LLC  
112 PRODUCTION DR  
SLIDELL, LA 70460  
985-649-9200**

To Whom It May Concern:

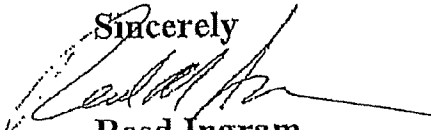
In the days following the devastation of Hurricane Katrina, the City of Slidell found itself, like many others in the area, without some of the basic public services. The sanitary sewer in Slidell had not only taken on enormous amounts of water from the storm surge, but also sand, silt and debris. Peake Construction was hired to remove that debris and return the collection system capacity to pre-Katrina condition.

Peake Construction sought out the best and brightest in the industry. It is well known that Compliance EnviroSystems, LLC (CES) is the leader in Sewer Cleaning and Evaluation and that is who we wanted on our team.

CES responded within hours to our request for new and dependable equipment, experienced and safe operators, responsible and organized project managers, and a management staff that tracked, accounted for and invoiced in a timely manner despite the conditions we were all faced with during that trying time. CES, being a local firm and having the resources on hand to answer the call, was the natural choice for us in this time of uncertainty, call backs and fly-by-night contractors.

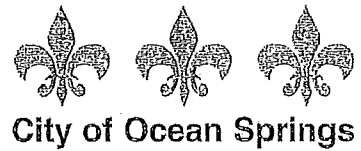
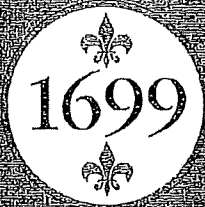
In a matter of days CES project managers and crews were up to speed on exactly what needed to be accomplished and what we expected of them and they performed admirably. Production goals were set, CES exceeded those goals. Time tables were put in place, CES completed tasks ahead of schedule. We could not have been more fortunate to have such a shining star in the field of Cleaning and Evaluation in our own "back yard" in such dark and desperate time following Hurricane Katrina than we found in CES.

Sincerely



**Reed Ingram  
President**





P.O. Box 1000  
 1018 Porter Avenue  
 Ocean Springs  
 MS 39566-1000  
 PH: 228-875-3236  
 FX: 228-875-9671

January 16, 2007

**Connie Moran**  
 Mayor

**Jillia Weaver**  
 Alderman at Large

**John Gill**  
 Alderman Ward 1

**Math McDonnell**  
 Alderman Ward 2

**Curtis Lloyd**  
 Alderman Ward 3

**Greg Denyer**  
 Alderman Ward 4

**Jenny Dalgo**  
 Alderman Ward 5

**James Hagan**  
 Alderman Ward 6

**Marianne Howell**  
 City Clerk  
 228-875-4236

**Kathy Bell**  
 Police Chief  
 228-875-2211

**Mark Hare**  
 Fire Chief  
 228-875-4407

**Andre Kaufman**  
 Public Works Director  
 228-875-4955

**Donovan Struggs**  
 Planning Director  
 228-875-4415

**Bill McDonnell**  
 Human Resources and  
 Risk Management Director  
 228-875-3336

**Greg Eleuterius**  
 Director of Parks  
 and Recreation Services  
 228-875-4666

To Whom It May Concern:

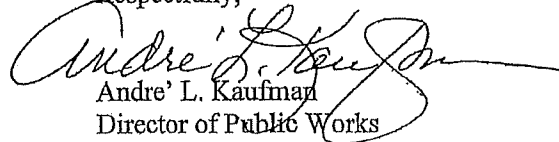
After a thorough search for a qualified firm, Compliance EnviroSystems, LLC has been employed by the City of Ocean Springs, MS for the past three (3) years providing us with the full range of SSES services. CES is well staffed with highly skilled technical and professional personnel that are dedicated to serving their clients needs. Their professional services were consistently delivered on time and under budget. Their performance was exemplary and I recommend them without hesitation. They are more than qualified to perform the services for which they are being considered.

In 2003, CES was contracted by the City of Ocean Springs, MS to conduct a full Sanitary Sewer Evaluation Survey (SSES) on our aging and sometimes failing collection system. Not having the expertise in-house to assess the condition and structural integrity of our system, we relied heavily on their knowledge and experience. Also, knowing that CES was a full service evaluation firm, we were reassured that we would get an objective, unbiased evaluation of our collection system. CES assessed our maps and system, placed flow monitors and conducted smoke tests in the areas with the worst problems. We then had CES clean and inspect the lines in our system and identified places that needed to be repaired. Their evaluation of our system and recommendations for rehabilitation helped us and our engineer put out bid packages.

I have the utmost confidence in CES' ability to render you the same level of service and quality of work that the City of Ocean Springs received.

If you have any questions or wish to discuss this matter, please do not hesitate to contact me.

Respectfully,

  
 Andre' L. Kaufman  
 Director of Public Works

# Qualifications of Assigned Personnel Attachment #3





**Brad Dutruch**  
**President**  
Cell: (225) 279-1483  
[brad@ces-sses.com](mailto:brad@ces-sses.com)

27 Years of Experience

Mr. Dutruch serves as the President of CES and will serve as the principal-in-charge for this project. His responsibilities for this project will include overall project oversight, crew scheduling, material management and safety coordination. He brings 27 years of experience in all aspects of disaster recovery and sanitary sewer and storm drain cleaning and evaluation techniques including sanitary sewer hauling, bypass pumping, high pressure storm drain and sanitary sewer pipe cleaning, catch basin cleaning and lift station cleaning.

Mr. Dutruch has provided overall logistics and coordination of field efforts for many emergency disaster recovery efforts throughout the United States. In performing his duties, Mr. Dutruch gained invaluable experience in all areas of wastewater and storm drain system cleaning and evaluation. During his tenure at CES, Mr. Dutruch has been directly responsible for overseeing the successful completion of over 3,500 projects.

As an officer of CES, Mr. Dutruch is dedicated to assisting clients in front end development of projects, technical assistance, education and management of all aspects of disaster recovery and assistance with state and federal reimbursement programs. Mr. Dutruch has been involved in the cleaning and evaluation of over 100,000,000 linear feet of sanitary sewer and is proficient in all aspects of emergency response and disaster recovery.

Mr. Dutruch will be available via telephone and email for the duration of this emergency project.



**Joshua T. Hardy**  
**Vice President**  
Cell: (225) 279-1153  
[jhardy@ces-sses.com](mailto:jhardy@ces-sses.com)

28 Years of Experience  
P.E. LA #32858

Mr. Hardy serves as the Vice President at CES and his responsibilities for this project will include overall project management and QA/QC of data and reports. Mr. Hardy is actively involved in all aspects of disaster recovery and sanitary sewer and storm drain cleaning and evaluation techniques including sanitary sewer hauling, bypass pumping, high pressure storm drain and sanitary sewer pipe cleaning, catch basin cleaning and lift station cleaning.

Prior to CES, Mr. Hardy worked for the City of Baton Rouge / East Baton Rouge Parish Wastewater Collections division providing flow monitoring services and CCTV data review and defect coding. In 1997, he was hired by CES as a student engineer. Upon graduation, Mr. Hardy was promoted to project manager based on his knowledge of field inspection techniques and proven track record of performance. It was because of his commitment to the company, experience in the sewer evaluation industry and incredible work ethic, he was named vice president of CES in 2012.

During his 27 year tenor with CES, Mr. Hardy has personally managed sanitary sewer cleaning and evaluation projects totaling more than 80,000,000 LF. He has worked

on numerous complex, multi-year disaster recovery programs. He has provided rehabilitation recommendations to well over 7,000,000 LF of pipe including disaster recovery programs with FEMA reimbursement implications. Mr. Hardy has developed CES's internal processes and procedures documents for all field services, project manager training and data quality assurance / quality control program.

During his tenure at CES, Mr. Hardy has been directly responsible for overseeing the successful completion of over 3,500 projects. Mr. Hardy will be available via telephone and email for the duration of this emergency project.



**Josh Graham**  
Business Development  
Cell: (985) 502-5667  
[jgraham@ces-sses.com](mailto:jgraham@ces-sses.com)

13 Years of Experience

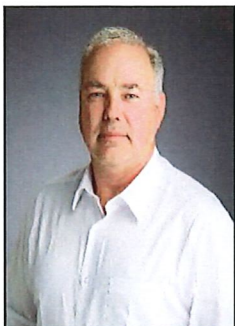
Mr. Graham has been with CES since 2009, and is responsible for business development and client management for Louisiana. For this project Mr. Graham will be responsible for project coordination and management of subcontractors, proposal writing, price and contract negotiation and overall project communications.

Mr. Graham is experienced in all aspects of disaster recovery and sanitary sewer and storm drain cleaning and evaluation techniques including sanitary sewer hauling, bypass pumping, high pressure storm drain and sanitary sewer pipe cleaning, catch basin cleaning and lift station cleaning. While at CES, Mr. Graham also gained extensive experience in Construction Program Management.

Mr. Graham is a Certified Class IV Wastewater Collection Systems Operator, Class II Wastewater Treatment Plant Operator and has completed hundreds of hours of wastewater operator certification training classes for treatment and collection levels 1-4. The National Pollutant Discharge Elimination System (NPDES) recently certified Mr. Graham as a Stormwater Inspector. Mr. Jacobs is confined space certified, CPR and first aid trained, HAZWOPPER certified and traffic control safety certified.

During his tenure at CES, Mr. Graham has been directly responsible for overseeing the successful completion of over 2,500 projects totaling more than \$300,000,000.

Mr. Graham will be available via telephone and email 24 hours per day, seven days per week for the duration of this emergency project and will attend all progress meetings.



**Tim Jacobs**  
Project Manager  
Cell: (404) 886-1520  
[tjacobs@ces-sses.com](mailto:tjacobs@ces-sses.com)

37 Years of Experience

Mr. Jacobs joined CES in 2013 taking on the position of Project Manager on a Consent Decree driven sanitary sewer cleaning and evaluation program in Memphis, TN. Prior to joining CES, Mr. Jacobs functioned for 4 years as a project manager for small SSES company managing field work and overseeing project operations and project bidding. From 1989 – 2009 he worked for a large sewer assessment and rehab company starting as a field operator and moved through the ranks to run

the Southeastern territory. Work consisted of major infrastructure improvements, government contracts and private corporations as well as work on superfund sites, military bases and nuclear power plants. Mr. Jacobs coordinated the placement and every day operations of up to 12 crews in 5 states, bid upcoming jobs and assured ongoing training to keep crews safe and updated technology to aid in efficiency, productivity and accuracy. Mr. Jacobs served in the U.S. Army from 1984 to 1988 training in multiple areas of expertise, worked with training brigades to advance troop knowledge for multiple occupational careers.

Mr. Jacobs is confined space certified, CPR and first aid trained, HAZWOPPER certified and traffic control safety certified.

For this project, Mr. Jacobs will be responsible for management of all field crews, production tracking and QA/QC of all aspects of the project.

Mr. Jacobs will be on site for the duration of this emergency project, will attend any and all meetings that arise and will also be available via telephone and email 24 hours per day, seven days per week.



**Jason Carrell**  
Data Management Director  
Cell: (225) 279-1624  
[jcarrell@ces-sses.com](mailto:jcarrell@ces-sses.com)

14 Years of Experience

Mr. Carrell serves as the Data Management Director for CES and his responsibilities for this project will include overall data QA/QC, review of field data, report generation and delivery of reports. Mr. Carrell joined CES in 2007 as a Data Management Technician. During that time he was responsible for the QA/QC process of sewer cleaning and condition assessment, as built maps, database deliverable formats and submittals.

Currently, Mr. Carrell serves as the Data Management Director for CES where he is responsible for all phases of data management including scheduling, Quality Control / Quality Assurance policies and procedures implementation, report development and generation, deliverable development and requirements as well as database compatibility.

During his tenure at CES, Mr. Carrell has been directly responsible for QA/QC and data delivery on over 50,000,000 linear feet of collection system evaluation for CES. Mr. Carrell will be available via telephone and email 24 hours per day, seven days per week for the duration of this emergency project.

# Project Understanding And Approach



## Work Plan

### Availability of Crews

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

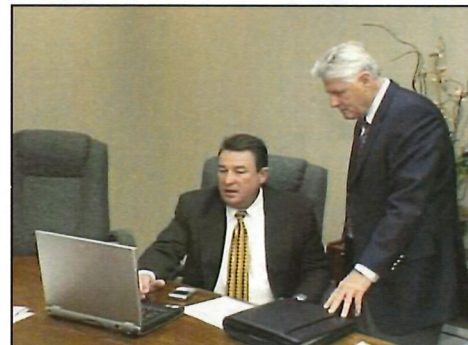


### Detailed Deployment Plan

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

### Project Organization

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



### Catch Basin & Storm Drain Line Debris Removal



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

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

### Sanitary Sewer Pumping



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

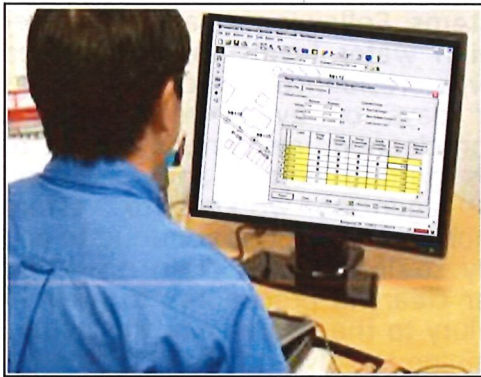
pump or vacuum sanitary sewer from the collection system. Following a natural disaster such as a hurricane, wind and wind-blown debris is strewn throughout the affected area pulling down power lines and knocking down power poles leaving residences and businesses without power for weeks or months. Debris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



## Proper Documentation and Equipment

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

## Tracking Daily Activities



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

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

## Public Notices

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

## Traffic Control

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



### Working Hours

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

### Private Property and Easements

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

### Quality Assurance / Quality Control Program

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

### Invoicing Program

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

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

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

### History of Satisfactory Payment Procedures of Subcontractors

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

# Cost Proposal



ATTACHMENT A

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

COST PROPOSAL FORM

This Proposal Form shall be submitted with all required Attachments

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

Proposal Form may also include additional optional positions and services.

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

## SEWER SYSTEM EVALUATION SERVICES

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

**TOTAL COST                      \$141,787.25**

DATE: 8/24/2022

I have received Addenda, #s: \_\_\_\_\_

ORGANIZATION'S NAME: Compliance EnviroSystems, LLC

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


EMAIL ADDRESS: jgraham@ces-sses.com

PHONE: 985.502.5667

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: Brad Dutruch

TITLE OF AUTHORIZED SIGNATORY OF PROPOSER: President

AUTHORIZED SIGNATORY OF PROPOSER\*\*

  
\_\_\_\_\_

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

END: PROPOSAL FORM

# Compliance With DBE





**THE DRAIN ROOTER**  
SEWER & DRAIN CLEANING

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

August 24, 2022

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

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

Mayor Madden:

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

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

Sincerely,

  
Kelly C. Cazaux, Owner



# Additional Information




ATTACHMENT B: NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF East Baton Rouge

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

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

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE Brad Dutruch, President

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

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

My commission expires upon death



ATTACHMENT C: AFFIDAVIT OF PAST CRIMINAL CONVICTIONS

STATE OF LOUISIANA

PARISH OF East Baton Rouge

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

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


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

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

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

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

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

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE Brad Dutruch, President

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

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

My commission expires upon death



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

**A. POLICY STATEMENT**

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

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

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

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

**B. PURPOSE OF THIS POLICY**

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

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

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

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

#### D. CONTRACTORS

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

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

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

#### E. COMPLAINTS.

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

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

**CODE OF CONDUCT AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF

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

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

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

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

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

CONTRACTOR: Compliance EnviroSystems, LLC

By: Brad Dutruch, President



AUTHORIZED SIGNATURE



NOTARY PUBLIC

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

My commission expires upon death





ATTACHMENT E: E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF East Baton Rouge

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

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

Affiant further said:

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

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

[Signature]  
AUTHORIZED SIGNATURE Brad Dutruch, President

[Signature]  
NOTARY PUBLIC

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

My commission expires upon death



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

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

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

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

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

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

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official Brad Dutruch, President

Organization's name Compliance EnviroSystems, LLC

Date 8/24/22

**THIS SIGNED FORM MUST BE SUBMITTED WITH PROPOSAL**

**ATTACHMENT G: SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR**

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

Contractor's authorized Official or Principal's Signature  \_\_\_\_\_

Printed name and title \_\_\_\_\_ Brad Dutruch, President \_\_\_\_\_

Firm's name \_\_\_\_\_ Compliance EnviroSystems, LLC \_\_\_\_\_

Date \_\_\_\_\_ 8/24/22 \_\_\_\_\_

**THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL**





**ADDITIONAL REMARKS SCHEDULE**

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

**ADDITIONAL REMARKS**

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

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

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

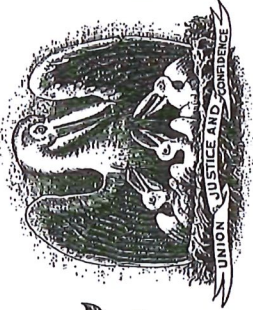
Pollution policy includes blanket Additional Insured as required by written contract but only to the extent required and up to the limits required in such written contract or agreement, Primary and Non-Contributory wording as required by written contract and blanket waiver of subrogation as per written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

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

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

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

# State of Louisiana



## State Licensing Board for Contractors

This is to Certify that:

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

is duly licensed and entitled to practice the following classifications

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



Expiration Date: September 19, 2023

License No: 32109

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

*Willis May*  
\_\_\_\_\_  
Director

*Lee Mallett*  
\_\_\_\_\_  
Chairman

*Andy Duvall*  
\_\_\_\_\_  
Treasurer

This License Is Not Transferrable

JOHN BEL EDWARDS  
GOVERNOR



CHUCK CARR BROWN, PH.D.  
SECRETARY

**State of Louisiana**  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENVIRONMENTAL SERVICES

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

Date: July 5, 2022

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

Dear Ms. Frazee:

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

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

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

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

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

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

Enclosures

c: IO-Biosolids  
Ronda Burch  
Water Permits Division

ec: Capital Regional Office  
Office of Environmental Compliance





**OFFICE OF ENVIRONMENTAL SERVICES  
Water Permits Division**

**Approval of Sewage Sludge Transporter Registration**

Compliance Envirosystems LLC  
1401 Seaboard Dr  
Baton Rouge, LA 70810

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

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

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

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

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

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

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

Issued on July 5, 2022

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Scott Guilliams, Administrator



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Compliance EnviroSystems, LLC  
1401 Seabord Dr.  
Baton Rouge, LA 70810  
[P] 800.675.9409

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