

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

RESOLUTION NO. 22-14

**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 T. BAKER SMITH LLC AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with T. Baker Smith, LLC for professional engineering services, and more specifically, to perform engineering analysis and collect additional topographic data of the Old Mandeville area for development of future projects. The data collection portion will gather LiDAR survey data in an area defined by Lake Pontchartrain to the south, Bayou Castine to the east, US 190 to the north, and N. Causeway Blvd to the west, which was identified by the City as the area of need.

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 T. Baker Smith. LLC for professional engineering services on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

April 4, 2022

Keith LaGrange
Director - Public Works
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

RE: Mandeville Flood Protection Project – LiDAR Survey

Mr. LaGrange:

T. Baker Smith, LLC (TBS) is an integrated, professional consulting firm committed to delivering successful project outcomes for our clients. TBS' disciplined professionals serve as trusted advisors by engaging clients' challenges, framing innovative solutions, and providing responsive service during all phases of project delivery.

Please regard this correspondence as a formal proposal from TBS to provide professional services for the above referenced project.

Thank you for the opportunity to submit this proposal. If you have any questions, comments, or need additional information, please do not hesitate to contact us.

Sincerely,

T. BAKER SMITH, LLC



Brian E. Moldaner, P.E., M.B.A.
Lead Professional – Engineering
504.608.9367 | Direct
985.302.0730 | Office
Brian.Moldaner@tbsmith.com

CC: David LeBreton, Digital Engineering & Imaging, Inc.

SCOPE OF WORK

The purpose of this scope is to perform engineering analysis and collect additional topographic data of the Mandeville area for development of future projects. The data collection portion will gather LiDAR survey data in an area defined by Lake Pontchartrain to the south, Bayou Castine to the east, US 190 to the north, and N. Causeway Blvd to the west, which was identified by the Mandeville Administration as the area of need. The identified need for this information is for drainage sub-shed identification and analysis and for future project identification. The survey is limited to LiDAR data collection of elevations and does not include field identification of surface features such as roadways, walls, houses, manholes, etc. or subsurface features such as buried utilities or drainage structures. Additional as-needed services have been included for assistance in training and utilization of data files in relation to unfamiliar programs for data analysis, such as Global Mapper. As the intent and scope of the needed engineering projects will be informed and identified through the collected data, a defined and lump sum scope of the analysis and engineering services would not offer the City flexibility in requesting target areas and services. Therefore, additional as-needed services have been included for survey and drainage analysis for future project identification and collaboration on additional survey needs.

Task 1 – LiDAR Survey and Orthomosaic

The initial task will gather the data for of the area for further review and engineering analysis. This data collection will include LiDAR and Orthomosaic imagery.

Aerial LiDAR Survey

Topographic survey data will be collected over the area identified in Exhibit A. TBS will collect topographic data on areas above water levels via Aerial LiDAR. LiDAR data collection will be accomplished using Phoenix LiDAR AL-32 LiDAR (or similar) attached to a Multi-rotor UAV for aerial acquisition and supplemented with a crew truck for mobile acquisition. The LiDAR position will be corrected differentially with RTK GPS and post-processed with the units IMU data for increased accuracy. RTK GPS ground truthing check shots will be taken where possible in accordance with ASPTS guidelines for accuracy reporting. The final point cloud may vary to the natural ground depending on the location and ground cover present. This will be reported to the 95th percentile.

UAV's will be piloted/supervised by an FAA licensed pilot and all FAA rules and regulations will be observed. Mobile data collection will also include 360-degree spherical image collection via LadyBug 5+ camera system.

The data collected will be post-processed in Novatel Inertial Explorer for centimeter trajectory accuracy. All LiDAR flight data will then be brought into Phoenix's Spatial Explorer software to be processed into a point cloud. The point cloud will be brought into Global Mapper software to be classified and to perform horizontal and vertical accuracy checks. The point cloud will be used to create the deliverables defined below.

Orthomosaic

An orthomosaic image will be collected over the area identified in Exhibit A. TBS will collect photogrammetric data using a survey grade, fixed wing UAV with high resolution photogrammetric camera. All flights will be flown with a minimum lateral overlap of 75% resulting in 1.5 inches per pixel or

better resolution. UAV's will be piloted/supervised by a FAA licensed pilot and observe all FAA rules and regulations.

The UAV trajectories will be post processed via PPK for centimeter trajectory accuracy. The data will be process in Pix4D software to create an orthomosaic of the survey area. The orthomosaic will then be brought into Global Mapper software to perform horizontal accuracy checks. Horizontal accuracy of the orthomosaic is typically +/-0.2'.

Task 1 Deliverables

- Georeferenced Orthomosaic of survey area
- Georeferenced DEM of survey area
- AutoCAD file containing 50' elevation grid & contours
- Processed Lidar file (.las)
- Ladybug camera images and raw data file

Task 2 – As-Needed Services - Training and Assistance with Data Processing Information

The deliverables included in the Task 1 of this project include AutoCAD files, DEM files, and orthomosaic images which the Administration has familiarity and previous experience in reviewing and using. In addition to these deliverables, data files containing raw Lidar point information are included that can be reviewed using additional programs to provide a higher level of use. One of these methods for use is Global Mapper, which TBS understands has not been previously used by the City. TBS will provide as-needed services to provide support in understanding equipment requirements for this program as well as assistance in accessing the data through this program and introducing review and analysis methods available to City staff.

Task 3 – As-Needed Services – Engineering Analysis

As the City develops a full understanding of the project area and identifies the full scope for drainage improvements, TBS will provide assistance engineering analysis and review of the collected LiDAR data. TBS is available to provide as-needed services in these efforts, including but not limited to the below tasks when requested:

- Identification of drainage patterns
- Data gap identification
- Identification of conventional survey needs
- Identification/scoping of engineering tasks and potential projects

These services can be utilized to help identify further needs of the City and to generate detailed project scops for design. TBS will perform this scope when directed by the administration on specific scoped items with a not to exceed budget.

COMPENSATION

Work will be performed on a Lump Sum basis for a fee of \$52,000 for Task 1 and on a Time and Materials basis for Tasks 2 and 3, as requested with a not to exceed amount for each. We invoice monthly for services provided, and payment is due within 30 days upon receipt of our invoice.

Task	Fee Basis	Budget
Task 1 – LiDAR and Orthomosaic Survey	Lump Sum	\$52,000
Task 2 – Training and Assistance with Data Processing	Time and Materials	\$7,500 Not to Exceed
Task 3 – Engineering Analysis	Time and Materials	\$20,000 Not to Exceed
	Total	\$79,500

CLIENT’S RESPONSIBILITY

1. Provide TBS with criteria and information regarding project requirements including all project objectives and known constraints.
2. Arrange safe access and make necessary provisions for TBS to enter public and private property required to perform the professional services.
3. Provide formally documented review and approvals of the professional services provided.

SAFETY, ENVIRONMENTAL AND SECURITY

TBS is committed to establishing a safe work environment where our associates practice safe work habits with positive attitudes. The *TBS Safety Best Practices and Guidelines* comply with state and federal regulations pertaining to worker occupational health, safety, and environment. TBS participates in contractor safety evaluation programs and observes contractor safety standards and requirements. TBS prepares daily Job Safety Analysis forms and document meetings. Individuals working near DOT-regulated pipeline facilities will have completed an operator qualification (OQ) program and will be OQ-qualified to perform the tasks in the scope of this project. TBS provides associates with appropriate personal protective equipment (PPE). Any use of a utility-terrain vehicle (UTV) includes the use of seatbelts, general PPE and operators will have completed an operator safety course on the proper use of the vehicle. Other safety, environmental, and security requirements not specifically listed here will be followed according to contractor guidelines.

STANDARD OF PERFORMANCE

The standard of care for all professional services performed or furnished by TBS under this agreement will be that degree of care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

TBS represents that to the best of its knowledge, ability, and professional judgment all work will be performed safely and in a good and workmanlike manner; that TBS has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for City of Mandeville.

If you have any questions, comments, or need additional information, please feel free to contact us.

Eric Deroche
 Group Lead - Unmanned Aerial Solutions /
 Director of Office and Field Technology
 985.223.9204 | Direct
 985.665.1840 | Mobile
 eric.deroche@tbsmith.com

René J. Hebert, PLS, PMP
 Lead Professional – Survey
 985.857.3011 | Direct
 985.868.1050 | Office
 Rene.Hebert@tbsmith.com



Exhibit A

Exhibit B

	Public Data	T. Baker Smith LiDAR Collection
Data Availability	Dated 2004	2022 or when surveyed *
Ground Level Imaging	Google Streetview	Ladybug high resolution photos *
Aerial Imaging	2015 Images	High Resolution Orthomosaic *
Ground Level LiDAR	✘	✔
Dense data grid from low Alt. collection	✘	✔
Can document road conditions	✘	✔
Sign location and type	✘	✔
Elevations below tree cover	✘	✔
Powerline location	✘	✔
Imaging and LiDAR cross reference	✘	✔

* All LiDAR data, ground level imagery and aerial imagery will be collected on the same day(s) of the field survey

NOTE: This checklist has been provided for informational purposes to describe the difference between data captured by T. Baker Smith LiDAR survey techniques and publicly available LiDAR data. Features listed in the checklist such as powerlines and street signs will be present in the TBS data set. However, this checklist does not constitute deliverables beyond that described in the Scope of Work.

LABOR AND EQUIPMENT FEE SCHEDULE

City of Mandeville

Mandeville Flood Protection Project

Effective: February 2022

PROFESSIONAL STAFF CLASSIFICATIONS:

		<u>Rate</u>
Professional Engineer IV	Per Hour	\$ 190.00
Professional Engineer III	Per Hour	\$ 175.00
Professional Engineer II	Per Hour	\$ 160.00
Professional Engineer I	Per Hour	\$ 130.00
Engineer Intern II	Per Hour	\$ 100.00
Engineer Intern I	Per Hour	\$ 85.00
Professional Land Surveyor IV	Per Hour	\$ 190.00
Professional Land Surveyor III	Per Hour	\$ 175.00
Professional Land Surveyor II	Per Hour	\$ 160.00
Professional Land Surveyor I	Per Hour	\$ 130.00
Surveyor Intern II	Per Hour	\$ 100.00
Surveyor Intern I	Per Hour	\$ 85.00
Senior Project Manager	Per Hour	\$ 180.00
Project Manager	Per Hour	\$ 130.00
Senior Designer	Per Hour	\$ 120.00
Designer	Per Hour	\$ 105.00
Senior Project Technician	Per Hour	\$ 90.00
Project Technician	Per Hour	\$ 75.00
GIS Project Manager	Per Hour	\$ 195.00
GIS Lead Developer	Per Hour	\$ 165.00
GIS Data Analyst / Manager	Per Hour	\$ 130.00
Lead Professional	Per Hour	\$ 210.00
Discipline/Practice Leader	Per Hour	\$ 250.00
Principal	Per Hour	\$ 290.00



TERMS AND CONDITIONS

1. Invoices will be due for payment upon receipt. Any invoice or any portion of any invoice that is not paid within 30 days shall be subject to an interest charge of 1.5% monthly. T. Baker Smith, LLC shall have the right to suspend services and withhold deliverables until payment in full, including interest, has been made.
2. If a fee schedule is forwarded, it is confidential and must not be transmitted in whole, or in part to any T. Baker Smith, LLC competitor, company, organization, or person outside the employment of direct control of the Client without the express written consent of T. Baker Smith, LLC. This fee schedule is valid for 2022.
3. Consumables, third-party services, and personnel expenses provided by T. Baker Smith, LLC on the Client's behalf will be invoiced by T. Baker Smith, LLC at cost plus fifteen (15%) percent.
4. Emergency Response by T. Baker Smith, LLC for natural and or man-made disasters shall be subject to negotiations of special hazard rates for personnel and equipment.
5. Expert Testimony about the nature or extent of T. Baker Smith, LLC professional services, preparation thereof, and/or standby time shall be charged at the listed rates, (if provided) plus 50%. If a lump sum fee is provided Expert Testimony rates will be discussed and agreed upon prior to starting such services.
6. The standard of care for all professional services performed or furnished by T. Baker Smith, LLC under this Fee schedule will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. T. Baker Smith, LLC represents that, to the best of its knowledge, ability, and professional judgment that all work will be performed safely and in a good and workmanlike manner; and that T. Baker Smith, LLC has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for Client.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
T. BAKER SMITH, LLC**

OLD MANDEVILLE FLOOD PROTECTION PROJECT

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and T. Baker Smith, LLC represented by Andree’ C. Cortez, P.E., Chief Operations Officer, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties**.” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated April 4, 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

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

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES

The purpose of this scope is to perform engineering analysis and collect additional topographic data of the Old Mandeville area for development of future projects. The data collection portion will gather LiDAR survey data in an area defined by Lake Pontchartrain to the south, Bayou Castine to the east, US 190 to the north, and N. Causeway Blvd to the west, which was identified by the City as the area of need. The identified need for this information is for drainage sub-shed identification and analysis and for future project identification. The survey is limited to LiDAR data collection of elevations and does not include field identification of surface features such as roadways, walls, houses, manholes, etc. or subsurface features such as buried utilities or drainage structures. Additional as-needed services have been included for assistance in training and utilization of data files in relation to unfamiliar programs for data analysis, such as Global Mapper. As the intent and scope of the needed engineering projects will be informed and identified through the collected data, a defined and lump sum scope of the analysis and engineering services would not offer the City flexibility in requesting target areas and services. Therefore, additional as-needed services have been included for survey and drainage analysis for future project identification and collaboration on additional survey needs.

Phase I(a). – LiDAR Survey and Orthomosaic

The initial task will gather the data for of the area for further review and engineering analysis. This data collection will include LiDAR and Orthomosaic imagery.

Aerial LIDAR Survey:

Topographic survey data will be collected over the area identified in Exhibit A. The Consultant will collect topographic data on areas above water levels via Aerial LiDAR. LiDAR data collection will be accomplished using Phoenix LiDAR AL-32 LiDAR (or similar) attached to a Multi-rotor UAV for aerial acquisition and supplemented with a crew truck for mobile acquisition. The LiDAR position will be corrected differentially with RTK GPS and post-processed with the units IMU data for increased accuracy. RTK GPS ground truthing check shots will be taken where possible in accordance with ASPTS guidelines for accuracy reporting. The final point cloud may vary to the natural ground depending on the location and ground cover present. This will be

reported to the 95th percentile.

UAV's will be piloted/supervised by an FAA licensed pilot and all FAA rules and regulations will be observed. Mobile data collection will also include 360-degree spherical image collection via LadyBug 5+ camera system.

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An orthomosaic image will be collected over the area identified in Exhibit A. The Consultant will collect photogrammetric data using a survey grade, fixed wing UAV with high resolution photogrammetric camera. All flights will be flown with a minimum lateral overlap of 75% resulting in 1.5 inches per pixel or better resolution. UAV's will be piloted/supervised by a FAA licensed pilot and observe all FAA rules and regulations.

The UAV trajectories will be post processed via PPK for centimeter trajectory accuracy. The data will be process in Pix4D software to create an orthomosaic of the survey area. The orthomosaic will then be brought into Global Mapper software to perform horizontal accuracy checks. Horizontal accuracy of the orthomosaic is typically +/-0.2'.

Phase I(a) Deliverables:

- Georeferenced Orthomosaic of survey area
- Georeferenced DEM of survey area
- AutoCAD file containing 50' elevation grid & contours
- Processed Lidar file (.las)
- Ladybug camera images and raw data file

Phase I(b). – As-Needed Services - Training and Assistance with Data Processing

The deliverables included in the Task 1 of this project include AutoCAD files, DEM files, and orthomosaic images which the City has familiarity and previous experience in reviewing and using. In addition to these deliverables, data files containing raw Lidar point information are included that can be reviewed using additional programs to provide a higher level of use. One of these methods for use is Global Mapper, which The Consultant understands has not been previously used by the City. The Consultant will provide as-needed services to provide support in understanding equipment requirements for this program as well as assistance in accessing the data through this program and introducing review and analysis methods available to City staff.

Phase I(c). – As-Needed Services – Engineering Analysis

As the City develops a full understanding of the project area and identifies the full scope for drainage improvements, The Consultant will provide assistance in engineering analysis and review of the collected LiDAR data. The Consultant is available to provide as-needed services in these efforts, including but not limited to the below tasks when requested:

- Identification of drainage patterns
- Data gap identification
- Identification of conventional survey needs
- Identification/scoping of engineering tasks and potential projects

These services can be utilized to help identify further needs of the City and to generate detailed project scops for design. The Consultant will perform this scope when directed by the City on specific scoped items with a not to exceed budget.

The Consultant shall also submit to the Department of Public Works (the “**Department**”) all deliverables, as described above, in AutoCAD or the applicable data format. All LiDAR data collected shall be certified by a Louisiana Registered Land Surveyor of the Consultant's firm, who

shall be responsible for the survey.

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

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

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

Phase I(a).	LiDAR Survey and Orthomosaic
Phase I(b).	As-Needed Services - Training and Assistance with Data Processing
Phase I(c).	As-Needed Services – Engineering Analysis
Phase II.	Survey <i>(If Required)</i>
Phase III.	Preliminary Design <i>(If Required)</i>
Phase IV.	Environmental Study <i>(If Required)</i>
Phase V(a).	Final Design <i>(If Required)</i>
Phase V(b).	Bid & Award <i>(If Required)</i>
Phase VI(a).	Construction Administration <i>(If Required)</i>
Phase VI(b).	Construction Closeout <i>(If Required)</i>
Phase VI(c)	Inspection, Reporting, and Verification <i>(If Required)</i>

PHASE I(a). LiDAR SURVEY AND ORTHOMOSAIC

Survey Submittal (90 calendar days)

The Consultant's LiDAR survey shall include all necessary information as described in Article I: A. Scope of Services.

Upon completion of the survey work, the Consultant shall submit to the Department deliverables as described in Article I: A. Scope of Services.

PHASE I(b). AS-NEEDED SERVICES - TRAINING AND ASSISTANCE WITH DATA PROCESSING

If it is determined by the Department that services are needed under this item, the Department shall provide the Consultant with a scope for the needed services or request the Consultant to propose scope for the Department's consideration. The Consultant shall in turn provide the Department with an anticipated schedule to complete the scope agreed upon. The Consultant shall not provide any services under this item without written Notice to Proceed from the Department.

PHASE I(c). AS-NEEDED SERVICES – ENGINEERING ANALYSIS

If it is determined by the Department that services are needed under this item, the Department shall provide the Consultant with a scope for the needed services or request the Consultant to propose scope for the Department's consideration. The Consultant shall in turn

provide the Department with an anticipated schedule to complete the scope agreed upon. The Consultant shall not provide any services under this item without written Notice to Proceed from the Department.

PHASE II. SURVEY (IF REQUIRED)

PHASE III. PRELIMINARY DESIGN (DESIGN DEVELOPMENT) (IF REQUIRED)

PHASE IV. ENVIRONMENTAL STUDY (IF REQUIRED)

PHASE V(a). FINAL DESIGN (IF REQUIRED)

PHASE V(b). BID & AWARD (IF REQUIRED)

PHASE VI(a). CONSTRUCTION ADMINISTRATION (IF REQUIRED)

PHASE VI(b). CONSTRUCTION CLOSE OUT (IF REQUIRED)

PHASE VI(c). INSPECTION, REPORTING, AND VERIFICATION (IF REQUIRED)

B. CONSULTANT'S STANDARD OF CARE

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

ARTICLE II. THE CITY'S OBLIGATIONS

The City will:

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

ARTICLE III. CONTRACT TIME AND SCHEDULE

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

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

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

D. **PHASE I(a). LiDAR Survey and Orthomosaic:** The services to be performed during the this phase shall be completed within **NINETY (90)** calendar days from the date of issuance of the Notice to Proceed for this phase.

E. **PHASE I(b). As-Needed Services – Training and Assistance with Data Processing:** The services to be performed under this phase shall be completed within the schedule agreed upon by the Department and the Consultant as described in Article I: A. Scope of Services.

F. **PHASE I(c). As-Needed Services – Engineering Analysis:** The services to be performed under this phase shall be completed within the schedule agreed upon by the Department and the Consultant as described in Article I: A. Scope of Services.

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

ARTICLE IV. COMPENSATION

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

PHASE I(a).	LiDAR Survey and Orthomosaic	\$52,000.00	(Lump Sum)
PHASE I(b).	Training and Assistance with Data Processing (As-Needed)	\$7,500.00	(Time& Materials)*
PHASE I(c).	Engineering Analysis (As-Needed)	\$20,000.00	(Time& Materials)*
PHASE II.	Survey (<i>if requested</i>)	TBD	
PHASE III.	Preliminary Design (<i>if requested</i>)	TBD	
PHASE IV.	Environmental Study (<i>if requested</i>)	TBD	

PHASE V(a)	Final Design <i>(if requested)</i>	TBD	
PHASE V(b)	Bid & Award <i>(if requested)</i>	TBD	
PHASE VI(a)&VI(b)	Construction Administration & Closeout <i>(if requested)</i>	TBD	
PHASE VI(c)	Inspection, Reporting, & Verification <i>(if requested)</i>	TBD	

*"Hourly, Not to Exceed" fees will be billed to the Department in accordance with the rate schedule submitted with the Consultants proposal dated April 4, 2022 as referenced in the RECITALS section of this agreement.

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$79,500.00**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

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

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

ARTICLE V. INVOICES

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

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

ARTICLE VI. INDEMNITY

A. INDEMNITY: To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the "**Indemnified Parties**") harmless from and against: (1) any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while

engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

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

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

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

ARTICLE VII. INSURANCE

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

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

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

1. ***Additional Insured Status***: The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as

ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.

2. **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION

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

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

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

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

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

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

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

ARTICLE X. NOTICES

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

If to the City: Director, Department of Public Works
 City of Mandeville
 1100 Mandeville High Blvd
 Mandeville, La 70471

 &

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

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. **OWNERSHIP OF DOCUMENTS:** All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the

Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

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

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

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

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

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

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

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

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

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

I. PERFORMANCE MEASURES: The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience;

customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

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

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

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

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

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

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

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

P. OWNERSHIP INTEREST DISCLOSURE: The Consultant will provide a sworn

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

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

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

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

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

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

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

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

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

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

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

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

T. BAKER SMITH, LLC

BY: _____

ANDREE' C. CORTEZ, P.E., CHIEF OPERATIONS OFFICER

CORPORATE TAX I.D.

City of Mandeville - Insurance Requirements

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and City of Mandeville (COM) 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 COM and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to COM, in writing, on all of the required coverage provided to COM. All policies and notices should name the Provider and COM. The Provider shall make its policies available for review and examination by the City of Mandeville as may be reasonably requested.
- B. All policies must provide for and certificates of insurance must contain the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against COM, 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 of Mandeville, 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: Provider's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of COM 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 COM for payment of any premiums or for assessments under any form of policy.
 5. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Provider and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding \$100,000 must be approved through the City of Mandeville's Finance Director. The City of Mandeville may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Parish assumes not liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The City of Mandeville shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate.
 6. Project Reference: The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance.

C. The Provider shall provide at its own expense, proof of the following insurance coverage required by the Contract to COM 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:

- a) Premises - operations;
- b) Broad form contractual liability;
- c) Products and completed operations;
- d) Personal Injury;
- e) Broad form property damage;
- f) Explosion, collapse and underground coverage.

2. 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) Provider 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.

3. 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:

- a) Any automobiles; or
- b) Owned automobiles; and
- c) Hired automobiles;
- d) Non-owned automobiles;
- e) Uninsured motorist.
- f) MCS-90 and CA9948 Endorsements Required

4. 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.
 5. 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.*
 6. Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming City of Mandeville 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.
 7. 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.)*
- D. All policies of insurance shall meet the requirements of the City of Mandeville (COM) prior to the commencing of any work. COM 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 COM as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to COM, the Provider shall promptly obtain a new policy, timely submit same to COM for approval and submit a certificate thereof as provided above. COM agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that COM cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by COM. In the event that the second submission is insufficient or is not approved, then COM shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of COM, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

- F. Provider shall maintain a current copy of all annual insurance policies and provide same to COM 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 COM with annual renewal certificates of insurance evidencing continued coverage, without any prompting from the City of Mandeville.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the Provider. Provider shall further ensure COM is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. 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 Fax: 985-626-7929.

To avoid contract processing delays, be certain the project name is included on all correspondence including Certificates of Insurance.

***NOTICE: City of Mandeville reserves the right to remove, replace, make additions to and/or modify any and all of the insurance require**

CITY OF MANDEVILLE
DISCLOSURE OF OWNERSHIP

STATE OF LOUISIANA
PARISH/ COUNTY OF TERREBONNE

BEFORE ME, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that T. Baker Smith, LLC (Company Name) is contracting with the City of Mandeville and listed below are the names and addresses of all persons or corporate entities who hold ownership interest in the company or who hold by proxy the voting power in the company and, if anyone is holding stock in his/her own name that actually belongs to another, the name of the person(s) for whom held, including stock held pursuant to a counter letter.

1. Persons or entities with ownership interests in the company:

<u>Kenneth Wm. Smith</u>	<u>P.O. Box 2266 – Houma, LA 70361-2266</u>
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

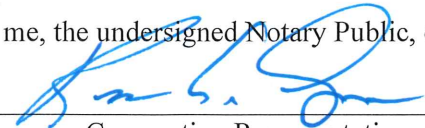
2. Persons or entities who hold by proxy the voting power:

<u>Kenneth Wm. Smith</u>	<u>P.O. Box 2266 – Houma, LA 70361-2266</u>
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

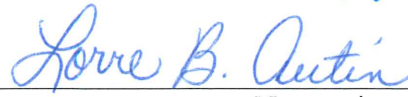
3. Stock held for others and for whom held:

<u>N/A</u>	_____
Name	Address
_____	_____
For Whom Held	Address
_____	_____
Name	Address
_____	_____
For Whom Held	Address
_____	_____
Name	Address
_____	_____
For Whom Held	Address

Sworn to and subscribed before me, the undersigned Notary Public, on this date: April 18, 2022.



Corporation Representative

 Lorre B. Autin, ID No. 157071

Notary signature, Printed name and Notary/Bar Roll #

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:

Kenneth Wm. Smith, PE, PLS, FACEC

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

Choose A or B. If Option A is indicated please include the requested attachment.

Disclosure No. 1

A. Within the 48 month period preceding the date of the contract with the City of Mandeville, I Have made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B. Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B. I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

B. I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

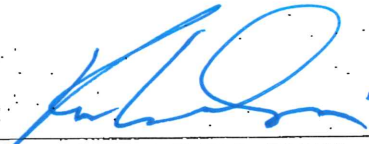
Disclosure No. 4

A. This affidavit Is being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.

B. This affidavit Is Not being submitted on behalf of a corporation, LLC, or other legal entity.

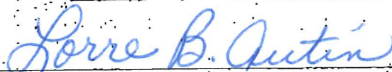
The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.



Kenneth Wm. Smith, PE, PLS, FACEC, AFFIANT

SWORN TO AND SUBSCRIBED before
me this 18th day of April 2022.



Lorre B. Autin, Notary

~~Notary~~ ID No. 157071

My Commission Expires at Death

Lorre B. Autin

Notary Public

ID No. 157071

State of Louisiana

My Commission is for Life

Contributions to Council Members or Mayor of the City of Mandeville

Date of Contribution	Amount	Recipient(s)
11/21/2019	\$1,000	Clay Madden
7/20/2020	\$1,000	Clay Madden
6/7/2021	\$350	Clay Madden
3/10/2022	\$300	Clay Madden

Debts Owed to Appointed or Elected Officials of the City of Mandeville

Amount of Debt	Elected or Appointed Official Owed Debt

CODE OF CONDUCT

A. POLICY STATEMENT.

The citizens of the City of Mandeville rightfully expect elected municipal 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:

- Elected municipal officials of the City of Mandeville.
- Unclassified employees of the City of Mandeville.
- Persons appointed or elected to the various boards and commissions of the City of Mandeville.
- 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 municipal officials, unclassified 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. Said persons 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 persons covered by this code 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 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 any 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 except Contractors. 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 municipal 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, except Contractors, 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 payment to anyone for the purpose of influencing any official act or decision or inducing such 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. If such complaint alleges ethical violations, then the City Attorney shall recommend to the person making the complaint that he or she 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.

ATTACHMENT "A"

CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Terrebonne

AFFIDAVIT

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

T. Baker Smith, LLC; 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 T. Baker Smith, 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, T. Baker Smith, LLC 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.

WITNESSES:

Aimee Toups
Aimee Toups
Tammy Koike
Tammy Koike

CONTRACTOR:

Kenneth Wm. Smith
By: Kenneth Wm. Smith, PE, PLS, FACEC
Owner, T. Baker Smith, LLC

Sworn to and subscribed before me this 18th day of April, 2022.

Lorre B. Autin
Notary Public

ID No. 157071

State of Louisiana

My Commission is for Life

Lorre B. Autin

Lorre B. Autin, Notary Public
ID No. 157071
State of Louisiana
My Commission is for Life.
00480-4

END OF SECTION

NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Terrebonne

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED
Kenneth Wm. Smith, PE, PLS, FACEC, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID
THAT HE IS THE FULLY AUTHORISED Owner OF T. Baker Smith, LLC (HEREIN
AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID
FOR Mandeville LiDar Survey, BID NO. _____
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 ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.


A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (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. 14:230).

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. 14:70).
- (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 readvertised 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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 18th
DAY OF April, 2022



NOTARY PUBLIC
18th day of April, 2022

Lorre B. Autin
Notary Public
ID No. 157071
State of Louisiana
My Commission is for Life