

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

RESOLUTION NO. 22-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BIDS FOR THE MANDEVILLE WASTE WATER
TREATMENT PLANT HEADWORKS COVERS CONTRACT, CITY PROJECT
NO. 212.21.012 AND AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH THE APPARENT LOW BIDDER MITCHELL
CONTRACTING, INC. AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS the City of Mandeville advertised for bids for the Mandeville Waste Water Treatment Plant Headworks Covers, City Project No. 212.21.012. The project consists of the construction of glass fiber tank covers at the Mandeville Waste Water Treatment Plant headquarters and appurtenant work; and

WHEREAS the City received two (2) bids for the Waste Water Treatment Plant Headworks Covers Project. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS Digital Engineering & Imagine Inc., as the design professional, has reviewed the bid on the above referenced project. The low bidder was Mitchell Contracting, Inc. (La. Lic. #58085). Based upon the Revised Statutes that the City operates under, Digital Engineering recommends awarding the contract to Mitchell Contracting, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 14th day of April 2022 acting pursuant to the recommendation of Digital Engineering & Imagine, Inc, that the base bid in the amount of \$218,450.00 be accepted from Mitchell Contracting, Inc.

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and Mitchell Contracting, Inc., attached hereto and made a part of this resolution hereto.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this ____ the day of May 2022.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

May 16, 2022

City of Mandeville
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
Attn: Keith LaGrange, Director

Re: Mandeville WWTP Headworks Covers
City Project No. 212.21.012
Recommendation of Award

Dear Mr. LaGrange,

Request For Proposal letters were sent out to four (4) contractors, and on Tuesday, May 10, 2022, quotes for the above referenced project were received. Two (2) quotes were received, and the tabulated results are presented in the attached spreadsheet.

Digital Engineering & Imaging, Inc. recommends award of the bid to the lowest responsive and responsible bidder, Mitchell Contracting, Inc. (LA Lic. #58085). The amount of the lowest responsive bid is \$218,450.00, which is only 4.52% over the Engineer's Estimate. All documents of the low bid (attached) appear to be in order, and the required post-bid documents were received in a timely manner.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'D. LeBreton, Jr.', is positioned above the printed name.

David G. LeBreton, Jr., P.E., PTOE, PTP
Vice President

Attachments: Bid Tabulation, Required Bid Documents

**City of Mandeville
Mandeville WWTP Headworks Covers**

**Bid Opening - May 10, 2022
BID TABULATION**

Engineer's Estimate: \$209,000

Gottfried Construction, LLC (41751)	Mitchell Contracting, Inc. (58085)
6 Meyers Road	Post Office Box 116
Covington, LA 70435	Madisonville, LA 70447
No	No
Yes	Yes

Bid Bond:
Signing Authority

REF. NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	1	Lump Sum	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Demolition	1	Lump Sum	\$9,000.00	\$9,000.00	\$12,500.00	\$12,500.00
3	Glass Fiber Tank Covers	1	Lump Sum	\$200,000.00	\$200,000.00	\$195,950.00	\$195,950.00
TOTAL BASE BID					\$219,000.00		\$218,450.00

Mitchell Contracting, Inc.
Post Office Box 116
Madisonville, LA 70447
(985)200.0518

Contractor's License #58085
Municipal & Public Utility

Deliver To:

ATTN: Mr. Keith Lagrange
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA, 70471

SEALED QUOTE FOR: MANDEVILLE WWTP HEADWORKS COVERS, CITY PROJECT
NO. 212.21.012

OPENING
DATE:
TIME:

ONLINE/EMAILED
05.10.2022
3 P.M.

LOUISIANA UNIFORM PUBLIC WORK QUOTE FORM

TO: CITY OF MANDEVILLE
DEPARTMENT OF PUBLIC WORKS
1100 MANDEVILLE HIGH DRIVE
MANDEVILLE, LA 70471
(Owner to provide name and address of owner)

QUOTE FOR: MADEVILLE WWTP HEADWORKS
COVERS
City Project No. 212.21.012
(Owner to provide name of project and other identifying information)

The undersigned quoter hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his quote on any verbal instructions contrary to the Quote Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Quote Documents prepared by: DIGITAL ENGINEERING & IMAGING, INC. and dated: JANUARY 2022
(Owner to provide name of entity preparing quote documents.)

Quoters must acknowledge all addenda. The Quoter acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Quoter is acknowledging) N/A.

TOTAL BASE QUOTE: For all work required by the Quote Documents (including any and all unit prices designated "Base Quote" * but not alternates) the sum of:

two hundred eighteen thousand, four hundred fifty Dollars (\$ 218,450.00)

ALTERNATES: For any and all work required by the Quote Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A)

NAME OF QUOTER: Mitchell Contracting, Inc

ADDRESS OF QUOTER: P.O. Box 116
Madisonville, LA 70447

LOUISIANA CONTRACTOR'S LICENSE NUMBER: #58085

NAME OF AUTHORIZED SIGNATORY OF QUOTER: Mitch Pounds

TITLE OF AUTHORIZED SIGNATORY OF QUOTER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF QUOTER **: 

DATE: 5.10.2022

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Quoter/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of quote. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless quoter has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK QUOTE FORM
UNIT PRICE FORM

TO: CITY OF MANDEVILLE
 DEPARTMENT OF PUBLIC WORKS
 1100 MANDEVILLE HIGH DRIVE
 MANDEVILLE, LA 70471
(Owner to provide name and address of owner)

QUOTE FOR: MANDEVILLE WWTP HEADWORKS COVERS
 City Project No. 212.21.012

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ MOBILIZATION AND DEMOBILIZATION				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
1	1	LUMP SUM	\$10,000.00	\$10,000.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ DEMOLITION				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
2	1	LUMP SUM	\$12,500.00	\$12,500.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ GLASS FIBER TANK COVERS				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3	1	LUMP SUM	\$195,950.00	\$195,950.00

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

SECTION 00 04 85

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Mitchell Contracting, Inc
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Mitchell Contracting, Inc
INCORPORATED, DULY NOTICED AND HELD ON January 5th, 2015,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT Mitch Pounds, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE CITY OF MANDEVILLE OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A
TRUE AND CORRECT COPY OF AN EXCERPT OF
THE MINUTES OF THE ABOVE DATED MEETING
OF THE BOARD OF DIRECTORS OF SAID
CORPORATION, AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.



Holly Pounds
SECRETARY-TREASURER

5.10.2022

DATE



State Licensing Board for Contractors

This is to Certify that:

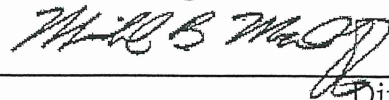
MITCHELL CONTRACTING, INC
P. O. Box 116
Madisonville, LA 70447

is duly licensed and entitled to practice the following classifications

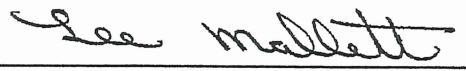
BUILDING CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Witness our hand and seal of the Board dated,
Baton Rouge, LA 22nd day of February 2022



Director




Chairman

Expiration Date: February 21, 2025

License No:58085

This License Is Not Transferrable



Treasurer

From: Maura Coker <mcoker@deii.net>
Sent: Thursday, April 28, 2022 6:31 PM
To: Maura Coker
Cc: David LeBreton; Victoria Jaye; Keith LaGrange; John Stein
Subject: WWTP Odor Control Questions and Answers

Questions received for quotes for the Mandeville WWTP Headworks Covers.

- 1) Since this is a quote, is a bid bond of 5 percent required? **BID BOND OF 5% IS NOT REQUIRED.**
- 2) Since this is a quote, will the (4) affidavits included in the bidding documents be required to submit with the quote? **AFFIDAVITS ARE NOT REQUIRED FOR SUBMISSION OF QUOTES PACKAGE. UNIT PRICE BID FORM AND CORPORATE RESOLUTION ARE THE ONLY REQUIRED DOCUMENTS TO SUBMIT WITH QUOTES PACKAGE.**
- 3) Lastly, is hand delivery the only option for submission, or is it possible to email you the form before the deadline? **EMAIL SUBMISSION IS SUFFICIENT FOR THIS QUOTE DELIVERY.**
- 4) Will this project be tax exempt? **NO, THIS PROJECT WILL NOT BE TAX EXEMPT.**

****QUOTE SUBMITTAL DATE HAS NOT CHANGED AND THIS IS NOT CONSIDERED AN ADDENDUM FOR THE SAKE OF FILLING OUT THE UNIT PRICE BID FORM****

Thanks,
Maura Coker, EI
Engineer Intern



DIGITAL ENGINEERING & IMAGING, INC.

O: 985.334.4131 | C: 936.446.0251 | mcoker@deii.net

[Handwritten signature]

From: Maura Coker <mcoker@deii.net>
Sent: Monday, May 2, 2022 11:36 AM
To: Maura Coker
Cc: David LeBreton; Victoria Jaye; John Stein; Keith LaGrange
Subject: WWTP Headworks Covers Question and Answer

Question received for quotes for the Mandeville WWTP Headworks Covers.

- 1) Who is responsible for the removal / reinstallation of electrical conduits in order to install FRP covers?
The bidder/contractor would be responsible for removal and reinstallation of any electrical conduits. There are couple of conduits that are on top of the existing grating and rubber mats behind the bar screens that appear they can be worked around. If there is a concern about conduits , it recommended that a site visit be done.

Thanks,
Maura Coker, EI
Engineer Intern



DIGITAL ENGINEERING & IMAGING, INC.

O: 985.334.4131 | C: 936.446.0251 | mcoker@deii.net

mitch@mitchellcontractinginc.com

From: Maura Coker <mcoker@deii.net>
Sent: Thursday, May 5, 2022 11:25 AM
To: Maura Coker
Cc: Victoria Jaye; David LeBreton
Subject: Mandeville WWTP Headworks Question and Answer

Question received for quotes for the Mandeville WWTP Headworks Covers.

Please clarify:

Glass Fiber Reinforced Plastic Tank Covers, Spec 13 23 00.
1.06 Performance Testing. C. Air Leakage.

Question: Are you going to require this test ? If so, will the owner arrange and pay for this service? **No air testing needs to be done by the contractor, this is a factory test.**

Thanks,

Maura Coker, EI
Engineer Intern



DIGITAL ENGINEERING & IMAGING, INC.

O: 985.334.4131 | C: 936.446.0251 | mcoker@deii.net

SECTION 00 05 20

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work of this Contract consists of the construction of glass fiber tank covers at the Mandeville WWTP headworks.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

WWTP Headworks Covers
City Project No. 212.21.012
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General

Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor additional liquidated damages for extended Resident Inspection fees and extended Construction Administration fees. Resident Inspection fee shall not exceed \$600.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. Construction Administration fee shall not exceed \$400.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work required to complete the project, a lump sum of: \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 05 20-1 to 00 05 20-8, inclusive).

2. Performance bond (pages 00 06 10-1 to 00 06 10-2, inclusive).
3. Payment bond (pages 00 06 10-3 to 00 06 10-5, inclusive).
4. General Conditions (pages 00 07 00-1 to 00 07 00-61, inclusive).
5. Supplementary Conditions (pages 00 08 00-1 to 00 08 00-12, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 3 sheets with each sheet bearing the following general title: Mandeville WWTP Headworks Covers.
8. (Not used.)
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has

continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

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

10.10 *Taxes and Licenses*

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

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

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

OWNER:

CONTRACTOR

City of Mandeville _____

By: _____

By: _____

Title: Mayor _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Digital Engineering _____

1080 West Causeway Approach _____

Mandeville, LA 70471 _____

License No.: _____
