

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

RESOLUTION NO. 22-48

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

WHEREAS, the City desires to enter into a professional services agreement with High Tide Consultants, LLC for professional engineering services for the Old Golden Shores Drainage Improvements Project, including but not limited to design, permitting, bidding, construction administration and resident inspection..

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with High Tide Consultants, LLC for professional engineering services on behalf of the City of Mandeville.

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

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



October 27, 2022

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

RE: **City of Mandeville – Old Golden Shores Drainage Improvements
Planning and Design Proposal
HTC Project No. 22-290**

David,

Please allow this letter to serve as our proposal to provide planning, surveying, design and resident inspection services to the City of Mandeville for the Old Golden Shores Drainage Improvements Project. Resident inspection services will be provided only if requested by the City of Mandeville.

The scope of work associated with this project will include planning, surveying, design, permitting, bidding, construction administration, and resident inspection services (if requested) for the Old Golden Shores Drainage Improvements Project. A detailed scope is attached.

Our fee for design services has been developed from the Office of Facility Planning and Control (FP&C) Curve based on a preliminary construction cost of \$ 2,000,000.00. The resident inspection fee assumes a total project duration of 300 calendar days, with resident inspection needed for approximately 8 months (21 working days per month, 8 hours a day). Based on these assumptions, High Tide Consultants, LLC (HTC) proposes to perform the services described above and attached for lump sum fees of \$ 76,500.00 for planning and modeling, \$ 169,165.51 for engineering, and \$ 45,500.00 for topo survey, plus estimated hourly not to exceed amounts of \$ 5,000.00 for legal assistance/meetings and \$ 91,392.00 for resident inspection, for a total estimated fee of \$ **387,557.51**

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

Sincerely,
High Tide Consultants, LLC

Richard C. Galloway, PE
Principal

attachments

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

EXHIBIT A – SCOPE OF SERVICES

City of Mandeville
Old Golden Shores Drainage Improvements

Project Description

The Old Golden Shores Drainage Improvements Project proposes to improve the primary outfall channel in Old Golden Shores Subdivision that runs from Elm Street to Lake Pontchartrain. The existing channel is currently a maintenance issue for the City of Mandeville. The project will evaluate alternatives to improve the existing channel. Additionally, the City would like to evaluate the drainage collection system within the neighborhood that drains to the primary outfall channels to determine the appropriate culvert sizes for residents that request city permits for converting their open ditches to subsurface drainage.

Phase I – Planning

Task A. Surveying

A topographic and boundary survey of the main outfall channel has previously been prepared by Lowe Engineers for the City of Mandeville. This survey will be provided in pdf and .dwg format to HTC for our use.

HTC will engage Lowe Engineers as its surveying sub-consultant for this project. Additional survey scope required will include:

- Additional topographic survey of the existing subdivision roadside drainage system. This is required in order to model the existing subdivision drainage system.
- Topographic survey will include locating and identifying the drainage features, driveway culverts, subsurface drainage pipes, and open ditch sections, as well as crown and edge of roadway within the subdivision, as shown on the attached exhibit.
- Additional topographic survey information of the existing drainage outfall, north of Elm Street.
- Any additional topographic survey information necessary for the design phase of the project.
- Prepare easement documents (up to four) as required for any drainage or construction easements which are required in conjunction with the proposed improvements.

Task B. Hydrologic and Hydraulic Modeling and Alternatives Report

The following section describes the scope of work included in the Hydrologic & Hydraulic (H&H) analysis for the Old Golden Shores Drainage Improvements Project. The scope is split in two phases for performing the H&H analysis. Phase I will include analysis of the primary outfall channel and Phase II will evaluate the roadside ditches and culverts that drain to the primary outfall channel.

Primary Outfall Channel H&H

- Conduct a site visit.
- Obtain and review publicly available data to be used in the H&H analysis.
- Review survey data collected by Lowe along primary outfall channel.
- Hydrologic modeling & runoff hydrograph development.
- Hydraulic modeling of existing conditions.
- Hydraulic modeling of proposed conditions for up to three (3) alternatives for two (2) rainfall events approved by the City.
- Review modeling results and incorporate comments.
- Address final comments and incorporate changes into the model.
- Provide Alternatives Report including modeling approach, methodologies, and H&H results.
- Attend one (1) meeting with HTC and City of Mandeville to review model results.

Lateral Channel/Collection System Evaluation

- Review survey plan and ensure adequate data collection is proposed for model input needs.
- Site visit and meeting with the City is included in Phase I scope of work.
- Hydrologic modeling & runoff hydrograph development.
- Hydraulic modeling of existing conditions.
- Hydraulic modeling of proposed conditions for one (1) alternative for one (1) rainfall event.
- To be included in the Alternatives Report, including modeling approach, methodologies, and H&H results.

Modeling Assumptions:

- Models will be performed with PCSWMM, HEC-RAS, and/or HydroCAD.
- Scope of work only includes 1D modeling.
- Scope, budget, and schedule is based on Phase I and Phase II scopes of work being executed concurrently.
- Survey datasets collected for the primary outfall channel are suitable for modeling
- The proposed design for the outfall channel will use a single event as the basis for design—multiple design configurations for varying events will not be provided.
- Publicly available LiDAR is of sufficient resolution to represent the existing overland flow conditions within the residential areas
- Modeling to support the Phase II analysis will include driveway and subsurface culverts at key locations along the drainage route (e.g., cross streets or major breaks between subbasins). Depending on the complexity, every culvert within the system may not be modeled explicitly, but the effects of the culvert will be included by varying roughness or loss coefficients.
- Evaluating the constructability for each alternative (i.e. construction access, right-of-way, utility conflicts/relocations, etc.) will be performed by others and provided to Intracoastal prior to performing the model for the proposed improvements.
- Scope of work does not include the preparation of drawings, exhibits, inundation maps, and it is assumed that this information, if needed for a report or deliverable, will be prepared by others.

Alternatives Analysis and Report

- HTC will provide a report of the findings of the H&H modeling as well as a comparative analysis of potential improvement alternatives
- HTC will review the alternatives for constructability.

Task C. Assistance with Legal regarding Servitudes/Right-of-Ways/Attending Meetings

- HTC will consult with the City's legal team regarding potential right-of-way issues
- HTC will coordinate with the City and private landowners as required to facilitate the acquisition of right-of-ways and easements.

Phase II – Design

This phase will include all design services required for the proposed channel improvements recommended during the planning phase. HTC will provide the following services:

Task A. Preliminary Design

- Prepare a Preliminary Design Report. The report shall document the proposed design per City standards and guidance, computations and modeling outcomes used in developing the design, agreed program (including operations and maintenance, as relevant), updated opinion of probable cost and updated schedule for design and construction.
- Prepare preliminary design plans and submit to the City for review and comment.
- Address City comments and submit 60% design plans and specifications to the City
- Participate in Plan-In-Hand meeting

Task B. Final Design

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

- After the Plan-In-Hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the City, prepare final plans. The Consultant shall then submit three (3) sets of revised full size 24-inches by 36-inches hard copies and electronic files to the City. These shall be stamped "Advance Check."
- A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
- The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the "Advance Check" prints, to the City for review. A revised construction cost estimate and a detailed traffic control plan (if applicable) shall be submitted at this time. Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City.
- Upon receipt of the City's comments pertaining to plans and specification, the Consultant shall revise and complete the final contract plans and specifications.
- The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids.
- Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and typed originals of all specifications and proposal documents to be reproduced by the City for bids. Final plans and bid documents shall be in electronic format compatible with the City's CAD and software systems.
- The plans and proposals shall be accompanied by a construction cost estimate based on the final contract plans.
- All plans shall be signed and stamped by a Louisiana-registered Civil Engineer and member of the Consultant's firm, who shall be responsible for the design.
- Deliverables:
 - "Advance Check" plans and Specifications
 - Finalized Design Report with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
 - Final Plans, Specifications, Computations, and Construction Contract Cost Estimate
 - Bid Proposal Package

Task C. Permitting

If any permits are required for the proposed improvements, HTC will coordinate with all AHJ, prepare permits and other required documents/exhibits, submit permit application(s), and coordinate permit reviews.

Task D. Bid & Award

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

Task E. Construction Administration

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

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

Phase III – Resident Inspection*

Resident Inspection services will include, but is not limited to:

- Provide a full-time resident inspector for the above referenced project. The duties and responsibilities of the resident inspector are generally defined below:
- Be present onsite during construction activities.
- Observe the progress and quality of the work in progress to assist the City in determining if the work is in general proceeding with the contract documents.
- Report to the City whenever the resident inspector has concerns that any work does not generally conform to the construction documents.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to the City.
- Report to the City when clarifications and interpretations of the contract documents are needed.
- Prepare a daily report and/or keep a dairy or log book, recording the contractor's hours on the job site, general progress in accordance with schedule, weather conditions, data relative to questions of work change directives, list of job site visitors, daily activities, decisions, observations in general and specific observations in detail as needed. Copies of all reports will be sent to the City.
- Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- Maintain at the job site orderly files of correspondence, reports of job conferences, daily reports, contract documents, shop drawings, change orders and other documentation pertinent to the project construction.
- Coordinate with the City in advance of scheduled major tests, inspections or start of major phases of work.
- Report immediately to the City the occurrence of any accidents.
- Attend on-site and progress meetings as necessary with the contractor.
- Serve as the liaison between the City and contractor.
- Conduct a final inspection in the company of the Owner and Contractor.
- The scope of services for resident inspector shall NOT include materials sampling or testing or shop drawing review.

**Resident Inspection Services will be performed only if requested by the City of Mandeville.*

Exhibit B
Preliminary Construction Cost Estimate and Fee Breakdown
City of Mandeville
Old Golden Shores Drainage Improvements

PRELIMINARY CONSTRUCTION COST ESTIMATE				
ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	1	EA	\$50,000.00	\$50,000.00
REMOVAL OF CONCRETE ROADWAY	600	SY	\$18.00	\$10,800.00
TREE REMOVAL	30	EA	\$2,500.00	\$75,000.00
EXPLORATORY EXCAVATION	3	LS	\$6,000.00	\$18,000.00
STRUCTURAL EXCAVATION	1,245	CY	\$25.00	\$31,125.00
EROSION CONTROL SYSTEMS	1	LS	\$25,000.00	\$25,000.00
CLASS II BASE COURSE	180	CY	\$75.00	\$13,500.00
TRAFFIC MAINTENANCE ASPHALT	325	SY	\$75.00	\$24,375.00
CB-01	16	EA	\$3,500.00	\$56,000.00
CB-02	7	EA	\$4,500.00	\$31,500.00
CB-08	3	EA	\$7,500.00	\$22,500.00
CONFLICT BOX (LARGER THAN 24" PIPE)	4	EA	\$7,500.00	\$30,000.00
CONCRETE PAVEMENT (8" THICK)	325	SY	\$115.00	\$37,375.00
MAINTENANCE OF TRAFFIC	1	LS	\$5,500.00	\$5,500.00
SAWCUTTING	650	INFT	\$2.00	\$1,300.00
FLOWABLE FILL	210	CY	\$300.00	\$63,000.00
24" RCP/RCPA	750	LF	\$300.00	\$225,000.00
36" RCP/RCPA	850	LF	\$325.00	\$276,250.00
42" RCP/RCPA	650	LF	\$350.00	\$227,500.00
48" RCP/RCPA	30	LF	\$375.00	\$11,250.00
60" RCP/RCPA	750	LF	\$450.00	\$337,500.00
BEDDING MATERIAL	250	CY	\$100.00	\$25,000.00
RIP RAP/STONE REVETMENT	135	SY	\$75.00	\$10,125.00
SODDING	27,500	SY	\$5.00	\$137,500.00
UTILITY COORDINATION/RELOCATION	1	LS	\$18,000.00	\$18,000.00
REMOVE & REPLACE RESIDENTIAL FENCING	765	LF	\$45.00	\$34,425.00
	1	LS		\$0.00
Subtotal				\$1,797,525.00
15% Contingency				\$269,628.75
Estimated Construction Costs				\$2,067,153.75

FEE BREAKDOWN

Engineering Fee Breakdown

		Design (65%)	\$109,957.58	
2021 FP&C Curve %	8.1835%	Bidding (5%)	\$9,458.28	
Total Engineering Fee	\$169,165.51	Construction Admin (25%)	\$42,281.38	
		Record Drawings (5%)	\$6,458.28	
		Sub-Total	\$169,165.51	
		Planning / Modeling/ Alternative Analysis	\$76,500.00	
		Legal Assistance/Meetings	\$5,000.00	hourly not to exceed
		Survey	\$45,500.00	lump sum
		Total Design Fee	\$296,165.51	

Resident Inspection Fee Breakdown
 (If requested by the City)

Assumptions:
 Total Construction Time 300 calendar days
 Resident Inspector required 8 months
 21 working days per month/8 hours per day (1,344 hours)

	Rate/hour	Total Days	Total Hours	Total RI Fee
Resident Inspector	\$ 68.00	168	1344	\$ 91,392.00

Total Fee

Engineering	\$169,165.51	lump sum
Planning/Modeling/Alternative Analysis	\$76,500.00	lump sum
Survey	\$45,500.00	lump sum
Legal Assistance/Meetings	\$5,000.00	hourly not to exceed
Resident Inspection	\$91,392.00	hourly not to exceed
Total	\$387,557.51	

SURVEY EXHIBIT

OLD GOLDEN SHORES DRAINAGE PROJECT

LEGEND:

EXISTING OUTFALL CHANNEL

AREA OF APPROXIMATE TOPO
SURVEY LIMITS



NOTE: The Area of Approximate Topo Survey Limits is to include existing drainage features such as surface drain pipes, size/inverts and/or open ditch section at 100' intervals.



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF

MANDEVILLE AND

HIGH TIDE CONSULTANTS, LLC

COM PROJ. NO. 700.23.001

**OLD GOLDEN SHORES DRAINAGE IMPROVEMENTS
PROJECT**

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and High Tide Consultants, represented by Richard C. Galloway, P.E., Principal, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

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

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated October 27, 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 Consultant shall provide professional services for survey, H&H study, design, permitting, bidding, construction administration, and if requested resident inspection for Old Golden Shores Drainage Improvements project. The scope of work to be done is as follows: Improvements to the primary outfall channel in Old Golden Shores Subdivision that runs from Elm Street to Lake Pontchartrain. Evaluate alternatives to improve the existing outfall channel and evaluate the drainage system within the neighborhood to determine the appropriate culvert sizes for converting open ditches to subsurface drainage.

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

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

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

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

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

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

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

The Consultant shall prepare and submit complete detailed construction contract specifications and bid documents along with a revised construction cost estimate of the project to the Department.

Except for data to be furnished by the City as specifically provided by this Agreement, the Consultant shall obtain all data and furnish all services and materials required to fully develop and

complete the plans, specifications, and bid proposals through the contract plan stages, including any and all work beyond the limits of the project that may be necessary to make proper connections at the beginning and end of the project limits of construction.

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

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

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

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

Phase I.	Survey
Phase II.	H&H Study
Phase III.	Preliminary Design
Phase IV(a).	Final Design
Phase IV(b).	Bid & Award
Phase V(a).	Construction Administration
Phase V(b).	Construction Closeout
Phase V(c)	Inspection, Reporting, and Verification

PHASE I. SURVEY

Survey Submittal (60 calendar days)

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

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

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

PHASE II. H&H STUDY

H&H Submittal (90 calendar days)

The Consultant shall perform a comprehensive drainage study to ensure positive drainage to inlets and resolutions of current drainage issues. A drainage model will be generated for the entire project area to ensure the designed drainage infrastructure network is adequate for the anticipated capacity and to review effects of a 25-year and 100-year storm. Culverts shall be adequately sided for at least a 10-year (24-hour) design storm event. The Consultant shall abide by the current edition of the LA DOTD Hydraulics Manual.

Phase II Deliverables:

1. Design Alternatives report with model results
2. Electronic model files

PHASE III. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)

Prior to the start of this phase, a pre-design meeting will be held. During the performance of this phase, a monthly design meeting may be held among the Engineer, the Department, and

relevant City authorities in order to clarify any aspect of the proposed work.

60% Design Submittal (120 calendar days)

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

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

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

The Engineer's 60% Design Submittal shall include:

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

Engineer shall submit 60% Design submittal with an updated construction cost estimate within 120 calendar days after submittal of Phase II H&H Study.

All changes to the plans, specifications, and construction cost estimate shall be logged. Drawings should be considered 60% design stage by the culmination of this Phase.

Phase III Deliverables:

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

PHASE IV(a). FINAL DESIGN

Final Design Submittal (60 calendar days)

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

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

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

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

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

All plans shall be signed and stamped by a Louisiana-registered Civil Engineer, Architect,

and/or Landscape Architect and member of the Consultant's firm, who shall be responsible for the design.

Phase IV(a) Deliverables:

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

PHASE IV(b). BID & AWARD

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

Phase IV(b) Deliverables:

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

PHASE V(a). CONSTRUCTION ADMINISTRATION

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

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shop drawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as necessary

- Assist with technical issues arising during construction
- Attend progress meetings
- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)
- Evaluate and coordinate with City regarding acceptability of substitute or “or-equal” materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoicing and recommend payment
- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule
- Assist the Department in Project close out activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Phase V(a) Deliverables:

- Project Schedule
- Submit Monthly Pay Requests, Schedule Updates, and Weather Reports
- ICE Documentation
- CA Documentation
- Construction Field Records
- Monthly Pay Requests, Schedule Updates and Weather Reports
- Plan Change Requests
- Non-Conforming Materials Notifications
- Recommendation for Approval of Testing Laboratory Pay Request
- As-Built Drawings
- Submit daily Final Inspection Report
- Overrun/Underrun Statement
- Warranty Inspection Report
- Man Hours Breakdown Report
- Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor
- Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications

PHASE V(b). CONSTRUCTION CLOSE OUT

When notified by the Construction Contractor that, in its opinion, the Project is substantially complete, the Engineer shall verify the Construction Contractor's claim and, if the Engineer concurs, schedule a final walk-through. The Engineer shall conduct and invite all

stakeholders to this walk-through. Immediately following the walk-through, the Engineer shall develop a substantial completion punch-list of remaining items with associated costs.

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

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

The Engineer shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible. This inspection shall occur eleven (11) months from the date of substantial completion.

Phase V(b) Deliverables:

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

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

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

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books

- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

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

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

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

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

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

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

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

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

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

DIRECT EXPENSES:

LEGAL ASSISTANCE/MEETINGS

Consultant will consult and coordinate with City's Attorney on potential right-of-way issues. Consultant will also coordinate, through the City Attorney, with private landowners as required to facilitate the acquisition of right-of-ways and easements for drainage improvements. This task shall be a not to exceed amount which includes manhours charged and materials charged.

PERMITTING

Work under this task consists of assisting City with coordinating and providing data and documentation necessary to obtain a permit for construction. Consultant will prepare necessary documentation including design drawings and other information necessary for completing the required permit applications. The below permits are anticipated for the project.

- a. Louisiana Department of Health and Hospitals

B. CONSULTANT'S STANDARD OF CARE

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

ARTICLE II. THE CITY'S OBLIGATIONS

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;

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

ARTICLE III. CONTRACT TIME AND SCHEDULE

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

this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

D. PHASE I SURVEY: The services to be performed during the Survey Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

E. PHASE II H&H STUDY: The services to be performed during the H&H Study Phase shall be completed within **NINETY (90)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. PHASE III PRELIMINARY DESIGN: The services to be performed during the Preliminary Design Phase shall be completed within **ONE-HUNDRED AND TWENTY (120)** calendar days from the date of issuance of the Notice to Proceed for this phase.

G. PHASE IV(a) FINAL DESIGN: The services to be performed during the Final Design Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

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

I. 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.	Survey (<i>as needed</i>)	\$45,500.00	(NTE)
PHASE II.	H&H Study	\$76,500.00	(Lump Sum)
PHASE III.	Preliminary Design	\$65,974.55	(Lump Sum)
PHASE IV(a)	Final Design	\$43,983.03	(Lump Sum)
PHASE IV(b)	Bid & Award	\$8,458.28	(Lump Sum)
PHASE V(a)	Construction Administration	\$42,291.38	(Lump Sum)
PHASE V(b)	Construction Closeout	\$8,458.28	

PHASE V(c)	Inspection, Reporting, & Verification <i>(if requested)</i>	\$91,392.00	(Hourly, NTE)
DIRECT	Legal Assistance/Meetings	\$5,000.00	(NTE)
EXPENSES	Permitting	\$2,500.00	(Hourly, NTE)

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$390,057.52**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.0 and will apply to Phases 1 through V in this Agreement. No adjustment if the contract award meets or exceeds 90% of the Estimated Construction Cost but does not exceed by 10% the Estimated Construction Cost. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. 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: _____

HIGH TIDE CONSULTANTS, LLC

BY: _____

RICHARD C. GALLOWAY, P.E, PRINCIPAL

CORPORATE TAX I.D.

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:

B. STANLEY GUILLOT - HIGH TIDE CONSULTANTS, LLC

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.



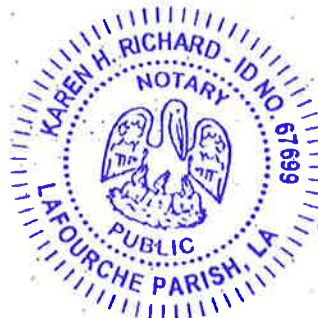
_____, AFFIANT

SWORN TO AND SUBSCRIBED before
me this 4th day of November 20 22

Karen H. Richard
Karen H. Richard Notary

Bar Roll # 67699

My Commission Expires at death



Contributions to Council Members or Mayor of the City of Mandeville

Date of Contribution	Amount	Recipient(s)
September 24, 2020	\$ 250. ⁰⁰	Clay Madden Campaign
February 10, 2021	\$ 250. ⁰⁰	Stelley Kreller Campaign
March 9, 2022	\$ 500. ⁰⁰	Clay Madden Campaign
April 7, 2022	\$ 250. ⁰⁰	Stelley Kreller Campaign

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

Amount of Debt	Elected or Appointed Official Owed Debt

FIRST AMERICAN BANK

1049

09/24/2020

HIGH TIDE CONSULTANTS, LLC
700 CANAL BOULEVARD
THIBODAUX, LA 70301

04-242/554
06
CHECK AMOUNT

PAY TO THE ORDER OF Clay Madden Campaign \$ ****250.00**

Two hundred fifty and 00/100..... DOLLARS

Clay Madden Campaign
PO Box 8535
Mandeville, LA 70470

MEMO

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑆001049⑆ ⑆065402423⑆ 819 050 2⑆

Photo Safe Deposit
Details on Back

100120 000073416-265470158 COVINGTON LA

[Handwritten Signature]

FIRST AMERICAN BANK 1120

HIGH TIDE CONSULTANTS, LLC
700 CANAL BOULEVARD
THIBODAUX, LA 70301

84 242/654
CHECK IMAGE
02/10/2021

PAY TO THE ORDER OF Skelly Kreller Campaign \$ **250.00

Two hundred fifty and 00/100 DOLLARS

Skelly Kreller Campaign
280 Dona Drive
Mandeville, LA 70448

MEMO

[Signature]
AUTHORIZED SIGNATURE

⑈001120⑈ ⑆065402423⑆ 819 050 2⑈

Photo Safe Deposit®

Details on Back.

-Inst=GULF COAST BANK AND TRUST CO-ItemNum=263122706422-

-BranchName=COYINGTO-1-BusDe=0212421
-BusDe=0212421-ItemNum=253122706422
-Inst=GULF COAST BANK AND TRUST CO-ItemNum=263122706422-
-StartTr= 9 27 33 AM-Title=01-Trans=0212421

OPEN FOR DEPOSIT ONLY
 DEPOSIT ONLY
 101005239
Free deposit only

FIRST AMERICAN BANK 1327

84-242/654
06
CHECK NUMBER

03/10/2022

HIGH TIDE CONSULTANTS, LLC
700 CANAL BOULEVARD
THIBODAUX, LA 70301

PAY TO THE ORDER OF Clay Madden Campaign \$ ****500.00**

Five hundred and 00/100 DOLLARS

Clay Madden Campaign

MEMO

[Signature]
AUTHORIZED SIGNATURE

⑈001327⑈ ⑈065402423⑈ 819 050 2⑈

Photo Safe Deposit
Details on Back.

032222 17010000345168 > 265470158 < COVINGTON LA

Security features exceed industry standards and include:

- Microprint (small text) matching account and check number
- 3-D Security Window (see mark to indicate if check has been scanned via mobile device)
- 1-D Security Window (pattern on back designed to deter fraud)
- Microprint (small text) printed on front and back
- Forward, U.S. FEDERAL RESERVE DOCUMENT across the back
- Photo Safe Deposit icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Lighter ink on back looks pink or has disappeared
- Brown stains or red spots appear on both front and back, and on Chemical Wash Detection Box

ENDORSE HERE
X L. Caplan

CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

FIRST AMERICAN BANK 1349

HIGH TIDE CONSULTANTS, LLC
700 CANAL BOULEVARD
THIBODAUX, LA 70301

84-242654
CHECK NUMBER

04/07/2022

PAY TO THE ORDER OF Skelly Kreller Campaign \$ ****250.00**

Two hundred fifty and 00/100..... DOLLARS

Skelly Kreller Campaign
280 Dona Drive
Mandeville, LA 70448

MEMO

[Signature]
AUTHORIZED SIGNATURE

⑆001349⑆ ⑆065402423⑆ 819 050 2⑆

Photo Safe Deposit

Details on Back

-Inst=GULF COAST BANK AND TRUST CO-ItemNum=263191631980-

-BranchName=HWY 22-BusDt=04/28/22
-BusDt=04/28/22-ItemNum=263191631980
-Inst=GULF COAST BANK AND TRUST CO-RNum=>265070435<
-StartTm=11:07:52 AM-ThID=152-TranDt=04/28/22

CHECK BOX FOR TUBULE REMOTE DEPOSIT
 WRITE NAME OF FINANCIAL INSTITUTION IN CLEAR INK

ENDORSE HERE
In deposit only
 101085239

NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Lafourche

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED B. Shane Guin, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Managing Member High Tide Consultants, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR _____, 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.

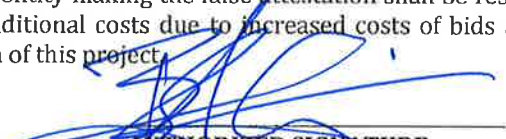
A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (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:

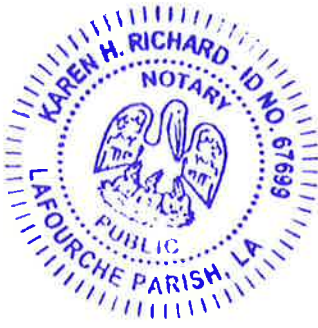
- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (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 4th
DAY OF November 20 22

Karen H. Richard
NOTARY PUBLIC
4th day of Nov., 2022



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 Lafourche

AFFIDAVIT

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

High Tide Consultants, 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 B. Shane Bush 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, High Tide Consultants, 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:

Tanya M Hudson
Tanya M Hudson
Roxanne Legendre
Roxanne Legendre

CONTRACTOR:

By: High Tide Consultants, LLC
[Signature]

Sworn to and subscribed before me this 4th day of November 2016

Karen H. Richard
Karen H. Richard



END OF SECTION