

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

RESOLUTION NO. 23-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE FLORIDA STREET LANDSCAPE IMPROVEMENTS, PHASE 2 CONTRACT, CITY PROJECT NO. 211.23.006 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER ROTOLO CONSULTANTS, INC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City of Mandeville advertised for bids for Phase 2 of the Florida St. Landscape Improvements Project. The project consists of making landscape improvements along Florida Street in the City of Mandeville; and

WHEREAS the City received multiple bids for Phase 2 of the Florida Street Landscape Project. Because this Project included materials (live vegetation and other landscaping materials) estimated to cost \$288,000.00. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS Adam Perkins, as the design professional, has reviewed the bid on the above referenced project. The lowest bidder was Rotolo Consultants, Inc. (La. Lic. #29959 and Landscape Horticulture License No. 23-1922). Based upon the Revised Statutes under which the City operates, the design professional recommends awarding the contract to Rotolo Consultants, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of June 2023 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$366,000.00 be accepted from Rotolo Consultants, Inc.

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

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Bid From:

Rotolo Consultants, Inc.

38001 Brownsvillage Rd.

Slidell, LA 70460

LA License No: 29959

Landscape Horticulture License No: 23-1922

Bid For:

Florida St. Landscape Improvements, Phase 2

Bid To:

City of Mandeville

3101 East Causeway Approach

Mandeville, LA 70448

ATTACHMENT 3
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: CITY OF MANDEVILLE
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LA 70448

(Owner to provide name and address of owner)

BID FOR: FLORIDA ST LANDSCAPE IMPROVEMENTS, PHASE 2

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

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: CITY OF MANDEVILLE AND

DUFRECHE-PERKINS AND ASSOCIATES, LLC and dated: JUNE 2023
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1

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

THREE HUNDREDS SIXTY-SIX THOUSAND Dollars (\$ 366,000.00)

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

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

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

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

NAME OF BIDDER: Rotolo Consultants, Inc.

ADDRESS OF BIDDER: 38001 Brownsvillage
Slidell, LA 70460

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 29959

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Brian Rotolo

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: CFO

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 6/7/23

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

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

** A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Mandeville
3101 E Causeway Approach
Mandeville, LA 70448

(Owner to provide name and address of owner)

BID FOR: Florida Street Landscape Improvements, Phase 2

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

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

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> INSTALLATION				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		LUMP SUM	\$ <u>288,000.⁰⁰</u>	\$ <u>288,000.⁰⁰</u>

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> MAINTENANCE YEAR ONE				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		ANNUALLY	\$ <u>35,100.⁰⁰</u>	\$ <u>35,100.⁰⁰</u>

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> MAINTENANCE YEAR TWO				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		ANNUALLY	\$ <u>42,900.⁰⁰</u>	\$ <u>42,900.⁰⁰</u>

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

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

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

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

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

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

BID BOND FORM

FOR

FLORIDA STREET LANDSCAPE IMPROVEMENTS, PHASE 2

Date: 06/07/2023

KNOW ALL MEN BY THESE PRESENTS:

That Rotolo Consultants, Incorporated 38001 Brownsville Rd., Nationwide Mutual
of Slidell, LA 70460 Insurance Company, as Principal, and, as Surety, are held
and firmly bound unto the City of Mandeville (Obligee), in the full and just sum of 5% of the price
bid, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

Florida Street Landscape Improvements, Phase 2

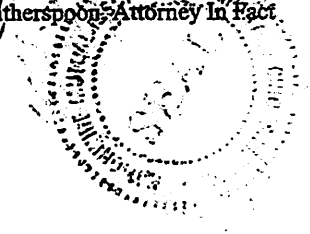
NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Rotolo Consultants, Incorporated
PRINCIPAL (BIDDER)

Nationwide Mutual Insurance Company
SURETY

BY: [Signature]
AUTHORIZED OFFICE OWNER-PARTNER Brian Rotolo, CFO

BY: [Signature]
AGENT OR ATTORNEY-IN-FACT (SEAL)
Tawanda A. Weatherspoon, Attorney In Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRENDA G ORTEGO; CHARLES E REAGIN, III; CHARLOTTE RAMSEY; CHARLOTTE L WRIGHT; CHRISTOPHER BOONE; DAVID FORTENBERRY; DEBBIE DUNAWAY; DEWEY B MASON; EDWARD L KINNEY Jr.; JAMES ELEY BRASHIER; JOSEPH BEATTIE; KATHLEEN SCARBOROUGH; KIMBERLY BARHUM; LISA BUTLER; MARKHAM R MCKNIGHT; MARY E KLEINPETER; PATRICK MASON; RHONDA S CROOKS; ROXANNA S BORER; STEPHANIE S MCKNIGHT; SUSAN SKRMETTA; TAWANDA A WEATHERSPOON; THOMAS M SANDAHL; TRENT J SANDAHL; TROY P WAGENER; WILLIAM G MCKNIGHT;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

[Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of June 2023

[Signature]

Assistant Secretary

AGREEMENT

Contract to Perform Landscape Improvements

This Agreement made and entered into by and between the City of Mandeville, hereinafter referred to as the "City", and herein represented by the Honorable Clay Madden, as mayor, mailing address 3101 East Causeway Approach, Mandeville, Louisiana 70448 and ROTOLO CONSULTANTS, INC, and herein represented by its CFO, BRIAN ROTOLO, mailing address 38001 BROWNSVILLAGE, SLIDELL, LA 70460, hereinafter referred to as "Contractor."

WHEREAS, the City is making landscape improvements along Florida Street within the City limits as part of the Public Works project, commonly referred to as Florida Street Landscape Improvements Phase 2 ("Project");

WHEREAS, such improvements in the "Project" include, but are not limited to the Technical Specifications set forth in the Invitation to Bid, which is incorporate herein as Exhibit A and referred to from here forward as the "Work."

WHEREAS, the City published an Invitation to Bid and received multiple sealed bids from qualified and licensed Louisiana Landscape Horticulturists and Contractors on June 7, 2023;

WHEREAS, after review of all proposals and a recommendation of award to Contractor, the City desires enter into this Agreement with Contractor to perform the Work required by the Project;

The City and Contractor for the consideration and under the conditions set forth hereinafter do agree as follows:

1. Payment

City shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs (A) and (B) below:

- (a) For all Work required to complete the Project, including Lump Sum and Unit Price Work, an estimated sum of: \$366,000.
- (b) Invoices will be prepared in accordance with Contractor's standard invoicing practices and will be submitted on a monthly basis to City by Contractor
- (c) For any Maintenance During the Warranty Period by the Plant Installer, City shall pay Contractor for said Work so long as Contractor maintains and submits a verifiable maintenance log as required by Section 3.20E of Exhibit A.
- (d) Invoices submitted without verifiable maintenance log data to support invoices will not be accepted. The City's Representative will defer payment of Contractor's invoice until all maintenance services are deemed acceptable and in compliance with specifications as listed.

- (e) Failure to submit maintenance logs and perform activities will result in a 1 percent reduction of the landscape contract amount, for each week of noncompliance before final payment.
- (f) Payment will be made to Contractor within 30 days after receipt of properly executed invoice after receipt of satisfactory services.

2. Term of Contract

- (a) The term of this Contract shall begin with a Notice to Proceed and be the time of the installation and maintenance period upon execution of the Contract. In addition, the City reserves the right to renew the Contract for additional one (1) year periods, under the same terms, conditions, and specifications contingent upon budget approval and appropriation of funds to the fulfill the requirements of the Contract by the City.
- (b) As set forth in Sections 3.19 - 3:20 of Exhibit A, Contractor acknowledges and warrants the plants installed by Contractor for a period of two years after the City accepts substantial completion of the Work. Contractor agrees to make corrective changes as needed during this time period.
- (c) **After an assembly period of 7 days, substantial completion of the installation shall be completed within 30 days.**

3. Notice to Proceed

The Contractor shall not begin the Work on the Project until notified by the City, in writing, of the date which work may begin.

4. Contractor Representations:

- (a) Contractor has examined and carefully studied the Bid Documents and the other related data identified in the Bid Documents and Specifications.
- (b) Contractor has visited the location of the Work area and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- (c) Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- (d) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. The Contracts Documents consist of the following
 - (i) This Agreement
 - (ii) Exhibit A
 - (iii) Contractor's Bid and LA Uniform Public Work Bid Form
 - (iv) Itemization of Costs of Services
 - (v) Documentation submitted by Contractor prior to Notice of Award
 - (vi) Notice to Proceed
 - (vii) Work Change Directives
 - (viii) Change Orders
 - (ix) Corporate Resolution
 - (x) Non-Collusion Affidavit
 - (xi) Non-Conviction Affidavit
 - (xii) Code of Conduct Affidavit

5. Contractor's Obligations

- (a) Contractor will perform the Work as specified in Exhibit A.

- (b) The City reserves the right at any and all times to inspect Contractor's work to ensure compliance with this section and to withhold payment where said work has been performed in an unsatisfactory manner as determined by the City.
- (c) The Contractor agrees to provide all equipment, tools and labor to perform the required Work. The City reserves the right at any and all times to inspect Contractor's equipment to ensure that the equipment is reasonably calculated to satisfactorily perform the work.
- (d) The Contractor shall be responsible for the preservation of public and private property, including but not limited to, trees, shrubs, monuments, and shall take every precaution to prevent damage thereto.
- (e) The Contractor shall be responsible for damage done to public or private property due to any act, omission, neglect or misconduct in the execution of the work, or defective work or material, and shall restore, at its expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding, or otherwise restoring same, or shall make good such damage in an acceptable manner.
- (f) The Contractor acknowledges the potentially hazardous nature of the work to be performed hereunder and expressly assumes the risks of the hazards normally incident to said work.
- (g) The Contractor agrees and does hereby indemnify and hold the City, its officers and employees, harmless against any and all claims, demands, damage and expenses (including reasonable attorney's fees or the defense thereof) arising out of or connected in any way to the performance of the work hereunder by Contractor. Neither City nor its agents, officers, or employees shall be liable for any of said claims or losses referred to hereinabove arising from any of the work performed hereunder.

6. Insurance

- (a) The Contractor shall secure and maintain, at its expense, such insurance that will protect it, and the City, from claims under the Louisiana Worker's Compensation laws, and any claims for bodily injury, death, or property damage which may arise from the error, or omission, or negligence of Contractor, its employees, or assigns, of professional services provided under this Agreement. Contractor agrees to provide at its expense all applicable insurance with coverages sufficient to comply with the Insurance Requirements set forth in the Invitation to Bid, and hereinafter, specifically incorporated herein as Exhibit B.
- (b) All certificates of insurance shall be furnished to the City and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the City in writing. Contractor shall provide proof of liability and workers' compensation insurance to City with \$1,000,000.00 minimum limits. (Said policies and Declaration sheets to be delivered to the City before commencement of work performed under this Agreement.)
- (c) The City shall be named an additional insured and a waiver of subrogation in favor of the City shall be indicated on the certificate of insurance.

7. Manner of Performance

The City and Contractor agree that Contractor shall be free to perform the Work in accordance with the provisions of this contract in the manner that he sees fit, and shall be empowered to hire such additional employees of his own as he may be necessary, in his view, to accomplish the work. It is expressly understood that Contractor, and any such employee that it may hire are independent contractors as defined in La.R.S.. 23:1021 (7) and as such it is expressly agreed and understood by and between the parties herein, in entering into this agreement, that the City shall not be liable to Contractor for any benefits or coverages as provided by the Workmen's Compensation Law of the State of Louisiana, and further under the provisions of LA.RS. 23:1031, anyone employed by

Contractor shall not be considered an employee of the City for the purpose of Workmen's Compensation coverage.

8. Independent Contractor

Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such, is being hired by the City under this contract of hire, as defined in by Workmen's Compensation Law of the State of Louisiana; and therefore, it is expressly declared and understood by and between the parties hereto, in entering into this contract of hire and in connection with unemployment coverage. Consequently, neither Contractor nor anyone employed by Contractor, shall be considered an employee of City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

9. Non-assignability

This contract shall not be assignable to another party, except with the City's written consent.

10. Termination

- (a) Cause: The City shall have the right to terminate any Contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to the following: (1) failure of the vendor to deliver services within the time specified in the Contract; (2) failure of the product or service to meet specifications, conform to the sample quality or to delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract within the City; (5) conflict of contract provisions with the constitutional or statutory provisions of state or federal law; and (6) breach of contract. If the Contractor performs his operations under this contract in a manner considered detrimental to or reflecting discredit upon the City or tending to create a bad public relations, or if the work being performed is not satisfactory to the City, the City may also terminate this Contract for Cause. Determination shall be effective by serving notice presented and delivered to the job site stating the manner in which the Contractor is in default. The Contractor shall only be paid in the event the contract is completed to the satisfaction of the City. In the event of placing in default, the Contractor's rights or interest in this contract shall be terminated and the Contractor shall be ineligible to bid on future projects.
- (b) Convenience: Upon 30 days written notice by either party, City or Contractor may terminate the Contract, effective upon receipt of said notice by the other party.

11. Notices

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

12. Fiscal Funding

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

13. Survival

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

14. Severability

Any provision or part of this Contract held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Waiver

Non-enforcement of any provision of this Contract by either party shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

16. Controlling Law, Venue and Attorney's Fees

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

17. Headings

The headings used in this Contract are for general reference only and do not have special significance.

18. Total Agreement

This Contract constitutes the entire agreement between the City and Contractor and supersedes all prior written and oral understandings. This Contract may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the Effective Date which is indicated on page 1.

CITY: City of Mandeville

By: _____

Date Signed: _____

Address for giving notice:

Clay Madden, Mayor City of
Mandeville

3101 East Causeway Approach
Mandeville, LA 70448

Designated Representative:

Name: Catherine Fuselier

Title: Landscape & Urban Forestry Inspector Phone Number:
985-624-3104

E-Mail Address: ccasanova@cityofmandeville.com

CONTRACTOR:

By: _____

Date Signed: _____

Address for giving notice:

Designated Representative:

Name:

Title:

Phone:

Email:



Rotolo Consultants Incorporated

38001 Brownsvillage Rd. | Slidell, LA 70460
(985) 643-2427 | Fax (985) 643-2691
RotoloConsultants.com

City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448
Attn: RuthAnn Chadwick

June 9, 2023

RE: Florida Street Landscape Improvements – Phase 2 Post Bid Documentation

RuthAnn,

Please find enclosed our post bid documentation for the above referenced project. Please do not hesitate to contact me if you should have any questions.

Included:

- a. IRS form W-9
- b. Certificate of Insurance per the City of Mandeville Insurance requirements in bid docs
- c. Schedule of Values
- d. Affidavits as included in bid docs
- e. Three (3) commercial and/or governmental references based on work performed on projects with similar scope
- f. Narrative statement describing contractor's resources and equipment that ensure compliance with the Scope of Work specified in the Contract Documents.

Thank you,
Amanda Garcia
Estimating Assistant

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rotolo Consultants, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
38001 Brownsvillage Rd.

6 City, state, and ZIP code
Slidell, LA 70460

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

7	2	-	1	2	8	5	5	2	0
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **6-8-2023**

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ADDITIONAL REMARKS SCHEDULE

AGENCY Cadence Insurance		NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

SEE EXTRA PAGE FOR THE GRAY INSURANCE PROGRAM ENDORSEMENTS

Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

LEASED/RENTED EQUIPMENT COVERAGE:
Limit: \$500,000 per item/\$500,000 per occurrence - \$5,000 Deductible

Certificate Holder shown is loss payee with respect to leased/rented/borrowed equipment when required by written contract. Subject to policy terms and conditions, loss payee shall receive the amount the insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent up to the maximum per item.

WORKERS COMPENSATION COVERAGE FOR OTHER STATES:

FLORIDA
Applies Per Statue - Includes Waiver of Subrogation to certificate holder when required by written contract
Policy No: GWC100176
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2022-7/1/2023
E.L. EACH ACCIDENT - \$1,000,000
E.L. DISEASE - EA EMPLOYEE - \$1,000,000
E.L. DISEASE - POLICY LIMIT - \$1,000,000

ARKANSAS
Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract
Policy No: GWC100178
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2022-7/1/2023
E.L. EACH ACCIDENT - \$1,000,000
E.L. DISEASE - EA EMPLOYEE - \$1,000,000
E.L. DISEASE - POLICY LIMIT - \$1,000,000

ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, OKLAHOMA, TENNESSEE, TEXAS
Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract
Policy No: GWC100177
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2022-7/1/2023
E.L. EACH ACCIDENT - \$1,000,000
E.L. DISEASE - EA EMPLOYEE - \$1,000,000
E.L. DISEASE - POLICY LIMIT - \$1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

CRIME COVERAGE:
Policy No: SAAE4990590300
Carrier: Great American Insurance Company
Policy Dates: 7/1/2022-7/1/2023
EMPLOYEE DISHONESTY - \$1,000,000 WITH \$25,000 DEDUCTIBLE PER OCCURRENCE - INCLUDES THEFT OF CLIENT PROPERTY

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Policy Number (s) XSGL-100091, XSAL-100101, XSWC-100094 (LA WC),
GWC-100176 (FL WC), GWC-100178 (AR), GWC-100177 (KS, AL, MS, TN)

CERTIFICATE HOLDER WRITTEN NOTICE CANCELLATION ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who is An Insured is amended to include as an additional insured:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

- a. Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement;
- b. Such person or organization is an additional insured only with respect to liability for "bodily injury" to:
 - (1) Your "employee", or
 - (2) An employee of a subcontractor acting on your behalf, but only to the extent:
 - (a) Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement' and
 - (b) Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; and
- c. Such person or organization is an additional insured for their sole acts or omissions and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" if:
 - (1) Coverage for sole acts or omissions of such additional insured is required by written contract or written agreement; and
 - (2) Such "bodily injury", "property damage" or "personal and advertising injury" results from:
 - (a) Your ongoing operations; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured.

However, the insurance afforded to such additional insured.

- (i) Only applies to the extent permitted by law; and
- (ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

- B. Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", or "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

- C. Solely with respect to this endorsement, the following is added to the **Duties in The Event Of Occurrence, Offense, Claim Or Suit Condition** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to this endorsement:

1. The following is added to the **Other Insurance Condition** of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. **Excess Insurance** of the **Other Insurance Condition** of Section IV - - **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specially to that identified additional insured.

POLICY NUMBER: XSGL-100091

F. Solely with respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement;
or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s):</p> <p>Any Construction Project</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: XSGL-100091

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

If required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

ADDENDUM ATTACHMENT TO CERTIFICATE OF INSURANCE
No. 5

INSURED: Rotolo Consultants, Inc.

Commercial Automobile coverage is provided in the state of Florida.

Policy Number: XSAL-100101

COMMERCIAL AUTO
CA 04 441013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

When required by written contract, any person, firm or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: XSAL-100101

BUSINESS AUTOMOBILE COVERAGE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.
Copyright, Insurance Services Office, Inc., 1984

GIC 00 29 04/98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY- OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance- Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Policy Number (s): XSWC-100094 (LA WC), GWC-100176 (FL WC),
GWC-100178 (AR), GWC-100177 (KS, AL, MS, TN)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 01
(Ed. 4-84)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

When required by written contract, any person, firm or organization.

WC 00 03 01
(Ed. 4-84)

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**Policy Number: XSWC-100094 (LA WC), GWC-100176 (FL WC),
GWC-100178 (AR), GWC-100177 (KS, AL, MS, TN)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

When required by written contract, any person, firm or organization.

Policy Number: GXS-100170

COMMERCIAL EXCESS LIABILITY
GIC 03 04 32 08 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: GXS-100170

COMMERCIAL EXCESS LIABILITY
GIC 03 04 47 12 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY

The following is added to **1. Insuring Agreement**
under **Section I - Coverages**:

Any additional insured under any policy of "underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

Policy Number: GXS-100170

COMMERCIAL EXCESS LIABILITY
GIC 03 04 48 12 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY

A. It is agreed the following is added to Section III – Conditions:

Notwithstanding any language to the contrary in SECTION III – CONDITIONS paragraph 6. Other Insurance of this policy, we waive rights of recovery we may have because of payments we make for injury or damage arising out of your work performed under a written contract requiring such waiver with that person or organization and included in the premises/operations and products-completed operations hazard. However, our rights may only be waived prior to the "incident" giving rise to the injury or damage for which we make payment under this policy.

Policy Number: GXS-100170

ADDENDUM ATTACHMENT TO CERTIFICATE OF INSURANCE
No. Excess/Umbrella Follows Form

INSURED: Rotolo Consultants, Inc.

The Excess/Umbrella Liability follows form of the Commercial General Liability (including Ongoing and Completed Operations), Automobile Liability and Employers Liability policies except for Pollution, Punitive Damages and Underground Resources.

The Additional Insured and Waiver of Subrogation endorsements follow the Primary policy.

PRELIMINARY - FOR REVIEW/APPROVAL

**PROGRESS BILLING - INVOICE
CONTINUATION SHEET**

INVOICE #

Please include the invoice number with your payment.



Rotolo Consultants, Inc.
38001 Brownsville Rd.
Slidell, Louisiana 70460
OFFICE 985-643-2427 FAX 985-643-2691

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
RCI JOB NUMBER:

ITEM #	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	SCHED VALUE	% CMP	PREVIOUS QUANTITY	THIS QUANTITY	TOTAL QUANTITY	PREVIOUS EXTENSION	THIS ESTIMATE EXTENSION	TOTAL EXTENSION
1	Mobilization	1.00	LS	8,640.00	8,640.00							
2	Performance & Payment Bond	1.00	LS	3,660.00	3,660.00							
3	Bed Area Preparation	1.00	LS	94,190.00	94,190.00							
4	Shrub & Groundcover Planting	1.00	LS	133,621.00	133,621.00							
5	Finish Mulching	1.00	LS	36,783.00	36,783.00							
6	Limestone Patches	1.00	LS	11,886.00	11,886.00							
7	Maintenance - Year-One	1.00	LS	34,749.00	34,749.00							
8	Maintenance - Year-Two	1.00	LS	42,471.00	42,471.00							
41												

TOTALS 366,000.00

TOTAL COMPLETED TO DATE -

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Brian Rotolo, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED CFO OF Rotolo Consultants, Inc. (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A PROPOSAL FOR Florida St Landscape Improvemens. Phase 2 WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON 06/07/2023 AND SAID AFFIANT FURTHER SAID:

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

[Signature]
AUTHORIZED SIGNATURE

[Signature]
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF June, 2023

My commission expires with life 066725



AFFIDAVIT OF PAST CRIMINAL CONVICTIONS

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____
Brian Rotolo, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND
SAID THAT HE/SHE IS THE FULLY AUTHORIZED CFO OF _____
Rotolo Consultants, Inc. (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A
PROPOSAL FOR Florida St Landscape Improvements, Phase 2 WHICH WAS
RECEIVED BY CITY OF MANDEVILLE ON 06/07/2023 AND SAID AFFIANT
FURTHER SAID:

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

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

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

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

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

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



AUTHORIZED SIGNATURE



NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF June, 2023

My commission expires With Life



CODE OF CONDUCT
CITY OF MANDEVILLE'S
CODE OF CONDUCT

A. POLICY STATEMENT

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

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

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

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

B. PURPOSE OF THIS POLICY

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

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

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

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

D. CONTRACTORS

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

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

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

E. COMPLAINTS.

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

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

CODE OF CONDUCT AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

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

Brian Rotolo; 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 Rotolo Consultants, Inc. 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, Rotolo Consultants, Inc. will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and The City of Mandeville, Louisiana; and That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the Contractor has with any other entity in the performance of its contract with The City of Mandeville, Louisiana and there shall be a statement in every subcontract to that effect.

CONTRACTOR: Rotolo Consultants, Inc.

By: Brian Rotolo

[Signature]
AUTHORIZED SIGNATURE

[Signature]
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF June, 2023

My commission expires with life



E-VERIFY AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____
Brian Rotolo, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND
SAID THAT HE/SHE IS THE FULLY AUTHORIZED CFO OF
Rotolo Consultants, Inc. (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO
SUBMITTED A QUOTE/PROPOSAL/CONTRACT/BID/RFP/SOQ TITLED
Florida St Landscape Improvements, Phase 2 FOR CITY OF MANDEVILLE PROJECT:

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

Affiant further said:

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

[Signature]
AUTHORIZED SIGNATURE

[Signature]
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9 DAY OF June, 2023
My commission expires within





Rotolo Consultants Incorporated

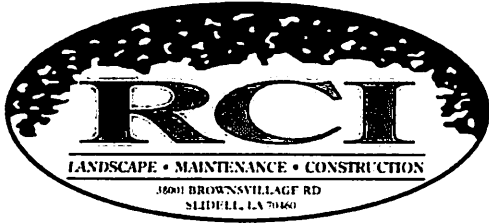
38001 Brownsvillage Rd. | Slidell, LA 70460
(985) 643-2427 | Fax (985) 643-2691
RotoloConsultants.com

June 9, 2023

RE: Florida Street Landscape Improvements – Phase 2 – References

Please see our three references for projects with similar scope:

1. Franklin Kyle / Kyle and Associates, (985) 727-9377 / fkyle@kyleassociates.net
Project: Girod Street Parking Lot Improvements, Mandeville, LA
2. David Reisen / Dewberry Engineers, (225) 333-3000 / dreisen@Dewberry.com
Project: US Hwy 98 Landscape Restoration, Mexico Beach, FL
3. Gaylan Williams / Dana Brown & Associates, (504) 345-2639 / gwilliams@danabrownassociates.com
Project: Downtown Drainage Improvements, Gretna, LA



Rotolo Consultants Incorporated

38001 Brownsvillage Rd. | Slidell, LA 70460
(985) 643-2427 | Fax (985) 643-2691
RotoloConsultants.com

Date: June 9, 2023

RE: Florida St Landscape Improvements – Phase 2

In regard to the resources and equipment available to complete the Scope of Work for the above-referenced project, RCI intends to utilize its own employed Workforce and either owned and/or rented equipment including, but not limited to the items listed below:

- 1) Skid Steer / Track Loader (as required for Material Handling)
- 2) Walk-Behind Front-End Loader (as required for Material Handling)
- 3) Water Buffalo – 1000 Gallon (as required during Planting Operations and Establishment Period)

Should you have any questions or concerns regarding the above, please do not hesitate to give me a call.

Regards,

Blaine Frischhertz
Rotolo Consultants Inc.
(985) 643-2427 ext. 106
blaine@rotoloconsultants.com