

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Mandeville  
3101 East Causeway Blvd.  
Mandeville, LA 70448

BID FOR: City of Mandeville  
Storm Drain Check Valves Installation  
A/E Project No. 1401A12-1

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: Principal Engineering, Inc. and dated: January 2015.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**  
#1 (2/27/15)

**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 Hundred Twenty-Six Thousand, Four Dollars (\$ 326,435.00)  
Hundred Thirty-Five Dollars and Zero Cents

**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 (None)** for the lump sum of:

NOT APPLICABLE Dollars (\$ N/A)

**Alternate No. 2 (None)** for the lump sum of:

NOT APPLICABLE Dollars (\$ N/A)

**Alternate No. 3 (None)** for the lump sum of:

NOT APPLICABLE Dollars (\$ N/A)

**NAME OF BIDDER:** Kort's Construction Services, Inc.

**ADDRESS OF BIDDER:** 2182 Manton Dr.  
Covington, LA 70433

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 49356

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Kort Wittich

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Director

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** Kort Wittich

**DATE:** 3/4/15

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

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

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

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** City of Mandeville  
3101 East Causeway Blvd.  
Mandeville, LA 70448

**BID FOR:** City of Mandeville  
Storm Drain Check Valves Installation  
A/E Project No. 1401A12-1

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:	Removal of Catch Basin			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02	5	Each	\$1,000.00	\$ 5,000.00

DESCRIPTION:	Storm Drain Pipe (12" RCP)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-1	24	Linear Foot	\$70.00	\$1,680.00

DESCRIPTION:	Storm Drain Pipe (15" RCP)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-2	48	Linear Foot	\$72.00	\$ 3,456.00

DESCRIPTION:	Storm Drain Pipe (18" RCP)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-3	120	Linear Foot	\$74.00	\$ 8,880.00

DESCRIPTION:	Storm Drain Pipe (24" RCP)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-4	208	Linear Foot	\$78.00	\$16,224.00

DESCRIPTION:	Concrete Collar (for 12" pipe)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-15-1	4	Each	\$1,000.00	\$ 4,000.00

DESCRIPTION:	Concrete Collar (for 15" pipe)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-15-2	16	Each	\$1,000.00	\$16,000.00

DESCRIPTION:	Concrete Collar (for 18" pipe)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-15-3	22	Each	\$1,000.00	\$ 22,000.00

DESCRIPTION:	Concrete Collar (for 24" pipe)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-15-4	28	Each	\$1,100.00	\$ 30,800.00

DESCRIPTION:	Catch Basin (CB-01)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
702-03	7	Each	\$1,500.00	\$10,500.00

DESCRIPTION:	Portland Cement Concrete Paving (4" thick)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
706-03	45	Square Yard	\$175.00	\$ 7,875.00

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** City of Mandeville  
3101 East Causeway Blvd.  
Mandeville, LA 70448

**BID FOR:** City of Mandeville  
Storm Drain Check Valves Installation  
A/E Project No. 1401A12-1

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:	Sodding			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
714-01	440	Square Yard	\$8.00	\$ 3,520.00

DESCRIPTION:	Mobilization			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
727-01	1	Lump Sum	\$25,000.00	\$25,000.00

DESCRIPTION:	Inline Check Valve Installation (12")			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-1A	2	Each	\$2,500.00	\$5,000.00

DESCRIPTION:	Inline Check Valve Installation (15")			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-1B	4	Each	\$2,500.00	\$10,000.00

DESCRIPTION:	Inline Check Valve Installation (18")			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-1C	9	Each	\$2,500.00	\$22,500.00

DESCRIPTION:	Inline Check Valve Installation (24")			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-1D	12	Each	\$2,500.00	\$30,000.00

DESCRIPTION:	Inline Check Valve Installation (18"; from canal side)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-1E	1	Each	\$4,000.00	\$4,000.00

DESCRIPTION:	Inline Check Valve Installation (24"; from canal side)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-1F	1	Each	\$4,000.00	\$4,000.00

DESCRIPTION:	Site Restoration			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-2	1	Lump Sum	\$96,000.00	\$96,000.00

SECTION 00410

**BID BOND FORM**  
FOR

***Storm Drain Check Valves Installation***

Date: March 4, 2015

KNOW ALL MEN BY THESE PRESENTS:

That Kort's Construction Services Inc. of 2182 Manton Drive, Covington, LA 70433, as Principal, and Western Surety Company, 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 than 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:

***Storm Drain Check Valves Installation***  
***Project No. 1401A12-1***

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.

Kort's Construction Services Inc.  
PRINCIPAL (BIDDER)

BY: [Signature]  
AUTHORIZED OFFICER-OWNER-PARTNER  
KORT WITTICH, DIRECTOR

Western Surety Company  
333 S. Wabash Ave., Chicago, IL 60604  
SURETY

BY: [Signature]  
AGENT OR ATTORNEY-IN-FACT (SEAL)  
Pamela K. Tucker, Attorney-in-Fact

Countersigned:

**\*\*END OF SECTION\*\*** Louisiana Resident Agent:

00410-1

By: [Signature]  
Pamela K. Tucker, Metairie, LA

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Stephen L Cory, Pamela K Tucker, Melanie Stern, Bert Guiberteau Jr, Individually**

of Metairie, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of August, 2014.



WESTERN SURETY COMPANY

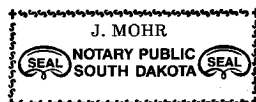
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of August, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of March, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

## Authorizing By-Law

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00480  
AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND  
APPEARED KORT WITTICH, WHO AFTER  
BEING BY ME DULY  
SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED  
DIRECTOR OF KORT'S CONSTRUCTION SERVICES (HEREIN AFTER  
REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID  
FOR STORM DRAIN CHECK VALVES INSTALLATION NO. 1401A12-1  
AND SAID AFFIANT FURTHER SAID:


1) That bidder 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 bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and

2) That no part of the contract price received by bidder 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 bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.

3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.


4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.

5) Said bidder 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.

  
KORT WITTICH, DIRECTOR

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 28  
DAY OF Feb, 20 15



NOTARY PUBLIC

Mark M. Monk  
La. Notary 33223  
Lifetime Commission

## NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED KORT WITTICH, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED DIRECTOR OF KORT'S CONSTRUCTION SERVICES (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR STORM DRAIN CHECK VALVES INSTALLATION BID NO. 1401A12-1 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.



  
KORT WITTICH, DIRECTOR

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 20  
DAY OF Feb, 2015

  
NOTARY PUBLIC

Mark M Monk  
La. Notary 33223  
Lifetime Commission

# 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:

1. Elected municipal officials of the City of Mandeville.  
Unclassified employees of the City of Mandeville.
3. Persons appointed or elected to the various boards and commissions of the City of Mandeville.
4. 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 ST. TAMMANY

AFFIDAVIT

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

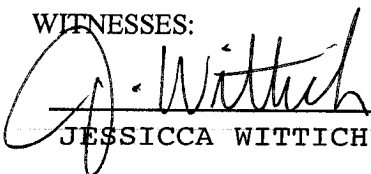
KORT WITTICH; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of KORT'S CONSTRUCTION SERVICES 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

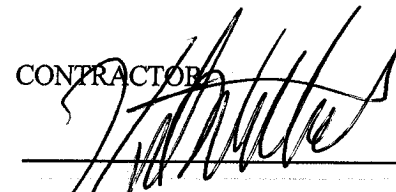
That, KORT'S CONSTRUCTION SERVICES will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana; and

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:

  
JESSICCA WITTICH

CONTRACTOR:

  
By: KORT WITTICH, DIRECTOR

Sworn to and subscribed before me this 20 day of Feb, 2015.

Mark M Monk  
La. Notary 33223  
Lifetime Commission

00480-7

## E-VERIFY AFFIDAVIT


STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED  
KORT WITTICH, WHO AFTER BEING BY ME DULY  
SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED DIRECTOR  
OF KORT'S CONSTRUCTION SERVICES (HEREIN AFTER REFERRED TO AS BIDDER) THE  
PARTY WHO SUBMITTED A BID FOR STORM DRAIN CHECK VALVES INSTALLATION  
BID NO. 1401A12-1  
AND SAID AFFIANT FURTHER SAID:

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 the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

I HEREBY ATTEST THAT THE BIDDER

1. Is registered with and participates in the status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the State of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
KORT WITTICH, DIRECTOR

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 20  
DAY OF Feb, 2015

  
\_\_\_\_\_

NOTARY PUBLIC

Mark M Monk  
La. Notary 33223  
Lifetime Commission

SECTION 00485

**CORPORATE RESOLUTION**

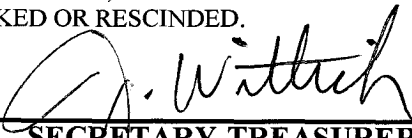
EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
KORT'S CONSTRUCTION SERVICES

INCORPORATED.

AT THE MEETING OF DIRECTORS OF KORT'S CONSTRUCTION SERVICES  
INCORPORATED, DULY NOTICED AND HELD ON 1/2/15,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

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

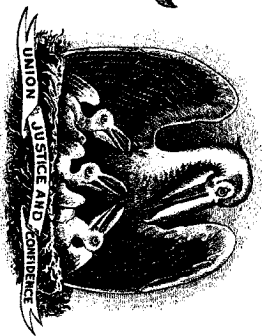
I HEREBY CERTIFY THE FOREGOING TO BE A  
TRUE AND CORRECT COPY OF AN EXCERPT OF  
THE MINUTES OF THE ABOVE DATED MEETING  
OF THE BOARD OF DIRECTORS OF SAID  
CORPORATION, AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

  
\_\_\_\_\_  
SECRETARY-TREASURER  
JESSICA WITTICH

3/4/15

DATE

# Seal of the Louisiana



## State Licensing Board for Contractors

This is to Certify that:

KORT'S CONSTRUCTION SERVICES INC.  
2182 Manton Drive  
Covington, LA 70433

is duly licensed and entitled to practice the following classifications  
HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MUNICIPAL AND PUBLIC  
WORKS CONSTRUCTION



Expiration Date: May 13, 2015

License No: 49356

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 10th day of March 2014

*Willis MacO*

Director

*Ben E. J. Lee*


Chairman

*Andy DeLong*

Secretary-Treasurer

This License Is Not Transferable



<b>CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD/YY) 12/30/2014	
<b>PRODUCER</b> Cory, Tucker & Larowe, Inc. P. O. Box 6646 Metairie, LA 70009-6646			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> Kort's Construction Services, Inc. 2182 Manton Drive Covington, LA 70433			<b>COMPANIES AFFORDING COVERAGE</b>			
			COMPANY A                      THE GRAY INSURANCE COMPANY			
			COMPANY B			
			COMPANY C			
COMPANY D						
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074151	1/1/2014	1/1/2018	GENERAL AGGREGATE                      Unlimited	
	PRODUCTS – COMP/OP AGG                      \$3,000,000.00					
	PERSONAL & ADV INJURY                      \$1,000,000.00					
	EACH OCCURRENCE                      \$1,000,000.00					
	FIRE DAMAGE (Any one fire)                      \$50,000.00					
MED EXP (Any one person)                      \$5,000.00						
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075147	1/1/2015	1/1/2018	COMBINED SINGLE LIMIT                      \$1,000,000.00	
	BODILY INJURY (Per person)					
	BODILY INJURY (Per accident)					
	PROPERTY DAMAGE					
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY – EA ACCIDENT	
	OTHER THAN AUTO ONLY					
	EACH ACCIDENT					
	AGGREGATE					
A	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043005	1/1/2015	1/1/2016	EACH OCCURRENCE                      \$4,000,000.00	
	AGGREGATE                      \$4,000,000.00					
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070866	1/1/2015	1/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER	
	EL EACH ACCIDENT                      \$1,000,000.00					
	EL DISEASE – POLICY LIMIT                      \$1,000,000.00					
	EL DISEASE – EA EMPLOYEE                      \$1,000,000.00					
OTHER						
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
<b>CERTIFICATE HOLDER</b>  "SAMPLE"			<b>CANCELLATION</b> In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.			
			<b>AUTHORIZED REPRESENTATIVE</b>  			
			THE GRAY INSURANCE COMPANY			
GCF 00 50 01 01 12						

**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 (CGL Form# CG 20 10 11 85) 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.