

**NOTICE OF PUBLIC MEETING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, AUGUST 11, 2022, at 6:00PM
MANDEVILLE CITY HALL COUNCIL CHAMBERS
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448**

AGENDA PACKET

MINUTES:

Adoption of the July 18, 2022, Budget Meeting Minutes
Adoption of the July 28, 2022, Regular Meeting Minutes
Adoption of the August 2, 2022 Budget Meeting Minutes

REPORTS AND ANNOUNCEMENTS:

PRESENTATION:

Proclamations for Carson and Carter Davis who have received their Eagle Scout Ranking.
Proclamation for Pastor Darlene Moore.

OLD BUSINESS:

1. Discussion of Ordinance No. 22-17; AN ORDINANCE TO APPROPRIATE FUNDS RELATIVE TO AND FOR ADOPTION OF THE CAPITAL IMPROVEMENT BUDGET FOR THE CITY OF MANDEVILLE FOR FISCAL YEAR 2022-2023; AND TO ESTABLISH THE ADMINISTRATION OF EXPENDITURES THEREOF AND TO PROVIDE FOR RELATED MATTERS.

2. Discussion of Ordinance No. 22-18; AN ORDINANCE TO APPROPRIATE FUNDS RELATIVE TO AND FOR ADOPTION OF THE OPERATING BUDGET FOR THE CITY OF MANDEVILLE FOR FISCAL YEAR 2022-2023; AND TO ESTABLISH THE ADMINISTRATION OF EXPENDITURES THEREOF AND TO PROVIDE FOR RELATED MATTERS

3. Adoption of [Ordinance No. 22-20](#); AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2022 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2)

4. Adoption of [Ordinance No. 22-21](#); AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AUTHORIZE THE EXECUTION OF AN ACT OF SERVITUDE OF PASSAGE BY THE CITY OF MANDEVILLE IN FAVOR OF MJJ&B PROPERTIES, LLC, AND AN ACT OF SERVITUDE OF PASSAGE BY THE CITY OF MANDEVILLE IN FAVOR OF EAST CAUSEWAY DEVELOPMENT GROUP, LLC (Councilman Danielson, At-Large)

NEW BUSINESS

1. Appointment of two commissioners to the Parks & Parkways Commission

2. Approval of the special event– Sunset Symphony on the Lake. Saturday, October 22, 2022 – 5:30 p.m. – 8:00 p.m. with a rain date of Sunday, October 23, 2022. Location: Lakeshore Drive (Stage positioned between Coffee & Carroll Streets). Requesting waiver of Food and Drink ordinance on the Lakefront. (Councilman Danielson, At-Large)

3. Approval of the special event – Kelly Kicking Cancer Gala “Who’s Got Talent”. Saturday, October 21, 2022 – 7:00 p.m. – 11:00 p.m, to be located at Benedicts. Permit requested to apply for ATC Special Events Liquor Permit – Event held on private property (Councilman Kreller, District II)

4. Approval of the special event -Our Lady of the Lake Church – Blessing of the Mandeville Cemetery Wednesday, November 2, 2022 – 6:00 p.m. – 9:00 p.m. to be located at the Mandeville Cemetery (Councilwoman McGuire, District III)

5. Approval of the special event A Rhea of Hope – Oktoberfest, Saturday, September 24, 2022 – 4:00 p.m – 9:00 p.m. to be located at the Mandeville Trailhead. City Permit requested to apply for ATC Special Events Liquor Permit. (Councilwoman McGuire, District III)

6. Resolution No. 22-32; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND FAIRWAY CONSULTING AND ENGINEERING, LLC, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

7. Introduction of Ordinance No. 22-22; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REAPPORTIONING THE CITY COUNCIL DISTRICTS ESTABLISHED BY THE CITY CHARTER IN ACCORDANCE WITH THE POPULATION OF THE CITY OF MANDEVILLE REPORTED AS A RESULT OF THE 2020 FEDERAL CENSUS: DEFINING THE DISTRICTS CREATED AS A RESULT THEREOF; SUBMITTING THE SAID DISTRICTS FOR REVIEW BY THE UNITED STATES DEPARTMENT OF JUSTICE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

PUBLIC COMMENT:

PROJECTS IN PROGRESS (STATUS REPORT):

ADJOURNMENT

Kristine Scherer

Council Clerk

City of Mandeville-3101 E. Causeway Approach-Mandeville, LA 70448

(985) 624-3145

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact, Kristine Scherer, Council Clerk, at (985) 624-3145, describing the assistance that is necessary.

DATE OF NOTICE: August 3, 2022, 1:00 pm

POSTED AT: MANDEVILLE CITY HALL, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LOUISIANA

THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER BUSH AND SECONDED UPON INTRODUCTION BY COUNCIL MEMBER MCGUIRE

ORDINANCE NO. 22- 20

AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2022 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2).

SECTION 1. That a special tax of 6.48 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all of said property for the year 2022 for the purpose of paying general maintenance and operations of the City of Mandeville (**Tracking No. 5050001**).

SECTION 2. That a special tax of 5.08 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2022 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050002**).

SECTION 3. That a special tax of 3.38 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2022 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050008**).

SECTION 4. That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2022 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:0

NAYS:0

ABSTENTIONS:0

ABSENT:

and the Ordinance was declared adopted this ___th day of August, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY
COUNCIL MEMBER _____ SECONDED FOR INTRODUCTION BY COUNCIL
MEMBER _____.**

ORDINANCE NO.22-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AUTHORIZE THE EXECUTION OF AN ACT OF SERVITUDE OF PASSAGE BY THE
CITY OF MANDEVILLE IN FAVOR OF MJJ&B PROPERTIES, LLC AND AN ACT OF
SERVITUDE OF PASSAGE BY THE CITY OF MANDEVILLE IN FAVOR OF EAST
CAUSEWAY DEVELOPMENT GROUP, LLC

WHEREAS, multiple properties located on East Causeway Approach have their egress to East Causeway Approach blocked due to a one-way extension road leading to Magnolia Ridge Drive which prohibits access to the westbound side of East Causeway Approach.

WHEREAS, in the past the City of Mandeville has permitted these properties to access Massena Street through egress across the rear exit of the Paul Spitzfaden Community Center located at 3090 E. Causeway Approach, Mandeville, LA 70448.

WHEREAS, the City of Mandeville wishes to formally grant a servitude of passage to these properties with certain conditions, affirmations, assumptions, and responsibilities set forth in a formal Act of Servitude of Passage which will protect the City from liabilities that may arise from the continued use of the City property for egress and also allow the City to possibly acquire certain affected property should it be listed for sale and should it be in the best interest of the City of Mandeville.

NOW, THEREFORE, BE IT ORDAINED, that the City Council of the City of Mandeville in regular session convened that the City of Mandeville does hereby authorize the Act of Servitude of Passage to be granted by the City of Mandeville in favor of each of the current owners of the lots affected and across the City of Mandeville property more particularly described as follows, to wit:

LOT 73 lies within the Squares bounded by East Causeway Approach, Galvez Street, Monroe Street and Massena Street. From the Northwest corner of Lot 73 formed by the intersection of the South line of East Causeway Approach and the West line of Massena Street, which is the point of beginning, measure thence along the South line of East Causeway Approach a distance of 190.0 feet; then turn right along a line parallel to Massena Street, in the direction of Monroe Street, and run a distance of 261.0 feet; thence turn right along a line parallel to East Causeway Approach and run in the direction of Massena Street a distance of 190.0 feet to the East line of Massena Street; then turn right

and run along the East line of Massena Street a distance of 261.0 feet to the point of beginning, being the same property acquired by the City of Mandeville recorded in CB 794 705 INST. NO. 934330.

BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville, in regular session convened that the said execution of the Act of Servitude of Passage in favor of each of the current owners of the lots affected is proper and approval is granted by this Council providing the authority unto the Honorable Clay Madden, Mayor to execute same and to execute any and all documents necessary and proper to effect same and be recorded.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon the signature of the Mayor;

BE IT FURTHER ORDAINED that the Clerk of this Council be, and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this Ordinance.

The Ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



INTEROFFICE MEMO

**TO: Kristine Scherer
Kathleen Sides**

FROM: Alia Casborné

DATE: August 1, 2022

SUBJECT: Special Events Application Recommendations

Please find below the Special Events Applications received and recommended for Council approval by the Mayor.

City of Mandeville – Sunset Symphony on the Lake

Applicant: Alia Casborné

Date/Time: Saturday, October 22, 2022 – 5:30 p.m. – 8:00 p.m.

Rain Date: Sunday, October 23, 2022

Location: Lakeshore Drive (Stage positioned between Coffee & Carroll Streets)

Approval Requests:

- Food and Drink ordinance lifted

Kelly O'Mahoney, Inc. – Kelly Kicking Cancer Gala “Who’s Got Talent”

Applicant: Kelly O'Mahoney

Date/Time: Saturday, October 21, 2022 – 7:00 p.m. – 11:00 p.m.

Rain Date: N/A

Location: Benedict's

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit – Event held on private property

Contingencies:

- ATC special event liquor permit approval

Our Lady of the Lake Church – Blessing of the Mandeville Cemetery

Applicant: Charlotte King

Date/Time: Wednesday, November 2, 2022 – 6:00 p.m. – 9:00 p.m.

Rain Date: N/A

Location: Mandeville Cemetery

A Rhea of Hope - Oktoberfest

Applicant: Heidi Rhea

Date/Time: Saturday, September 24, 2022 – 4:00 p.m – 9:00 p.m.

Rain Date: N/A

Location: Mandeville Trailhead

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit

Contingencies:

- ATC special event liquor permit approval
- Certificate of Insurance naming the City of Mandeville additional insured.

*****Applicant has been informed that the COVID status nearing the event will dictate event scale.***

Attachments

City of Mandeville
3090 E. Causeway Approach
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group City of Mandeville
Name of Authorized Representative Alia Casborne Non-Profit/Tax-Exempt # _____
Mailing Address 675 Lafitte Street
City Mandeville State LA Zip 70448
Applicant Phone # 985-624-3147 Alt. Phone # 985-630-0440
E-Mail acasborne@cityofmandeville.com Application Fee Paid? _____ YES NO

Name of Event: Sunset Symphony: An Evening with the LPO
Date(s) of Event: Day Saturday Date 10/24/2022 Time 5:30p - 8:00p Rain Dates(s) 10/23/2022
Event Location: Lakeshore Drive (Between Coffee & Carroll Streets - see map attached)
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Orchestra concert Estimated Attendance 3,300

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
2	Is the event open to the public?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
5	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
6	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
7	Will food be distributed, prepared or sold at this event?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
8	Will there be canopies or tents?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
9	Will there be vendor booths? Merchandise or product sales?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
10	Are you planning to have inflatable attractions, games or rides?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
11	Will there be bleachers, stages, fencing or other structures?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Please thoroughly read the details outlined in this application
and in the Special Events Guidelines.

City of Mandeville
3090 E. Causeway Approach
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

12	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
13	Will there be security staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
14	Are you planning to have amplified sound?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will you need access to power or water? (please circle)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16	Will there be any signs, banners, decorations, or special lighting?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.
2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.
3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. Please indicate if you have obtained the required liability insurance for this event. If so, is a copy included with this application? ___YES ___NO

****The insurance certificate must be delivered to the City Clerk at least thirty (30) days prior to the event.****

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions and with applicable laws and ordinances. The event organizer or other representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has completed this application. He/She has read the Special Events Application and Guidelines, and agrees to comply with the requirements and guidelines as stated under penalty of fines set forth by ordinance.

Signature 

Printed Name Alia Casborné

Organization City of Mandeville

Title of Office Director, Cultural Development & Events Date 8/1/22

Any expenses required of the applicant must be paid in advance at least 15 days prior to the event.

City of Mandeville
3090 E. Causeway Approach
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

SPECIAL EVENTS DEPARTMENT USE ONLY

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

_____ Fee received Date _____

Certificate of Insurance? YES _____ NO _____

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

Approved:

Mayor Clay Madden Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

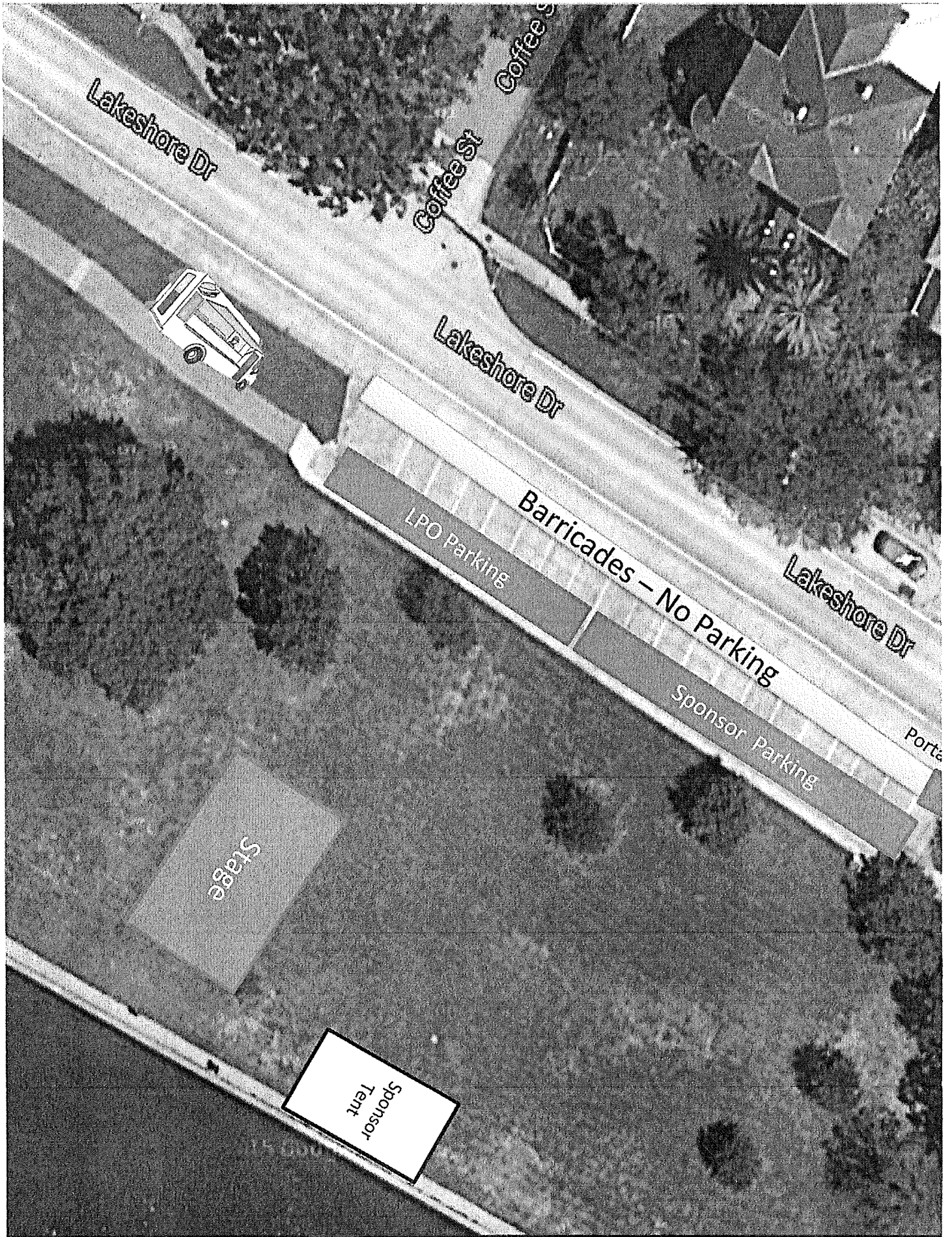
Rick Richard, Chief of Police

Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: Sunset Symphony: An Evening with the LPO
2. Location of event: Lakeshore Drive (Coffee & Ammo 11 St.)
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? YES NO
5. Are you requesting that Police be present during the event? YES NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? _____
8. Name and contact number of Event official?
Mia Casborne 985.630.0440
acasborne@cityofmandeville.com
9. Will alcoholic beverages be present? YES NO Picnics Not sold.
10. Expected number of people at event? 23000

Please return completed form to Asst Chief Ron Ruple.



Lakeshore Dr

Coffee St

Coffee S

Lakeshore Dr

LPO Parking

Barricades - No Parking

Lakeshore Dr

Sponsor Parking

Porta

Stage

Sponsor Tent



Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

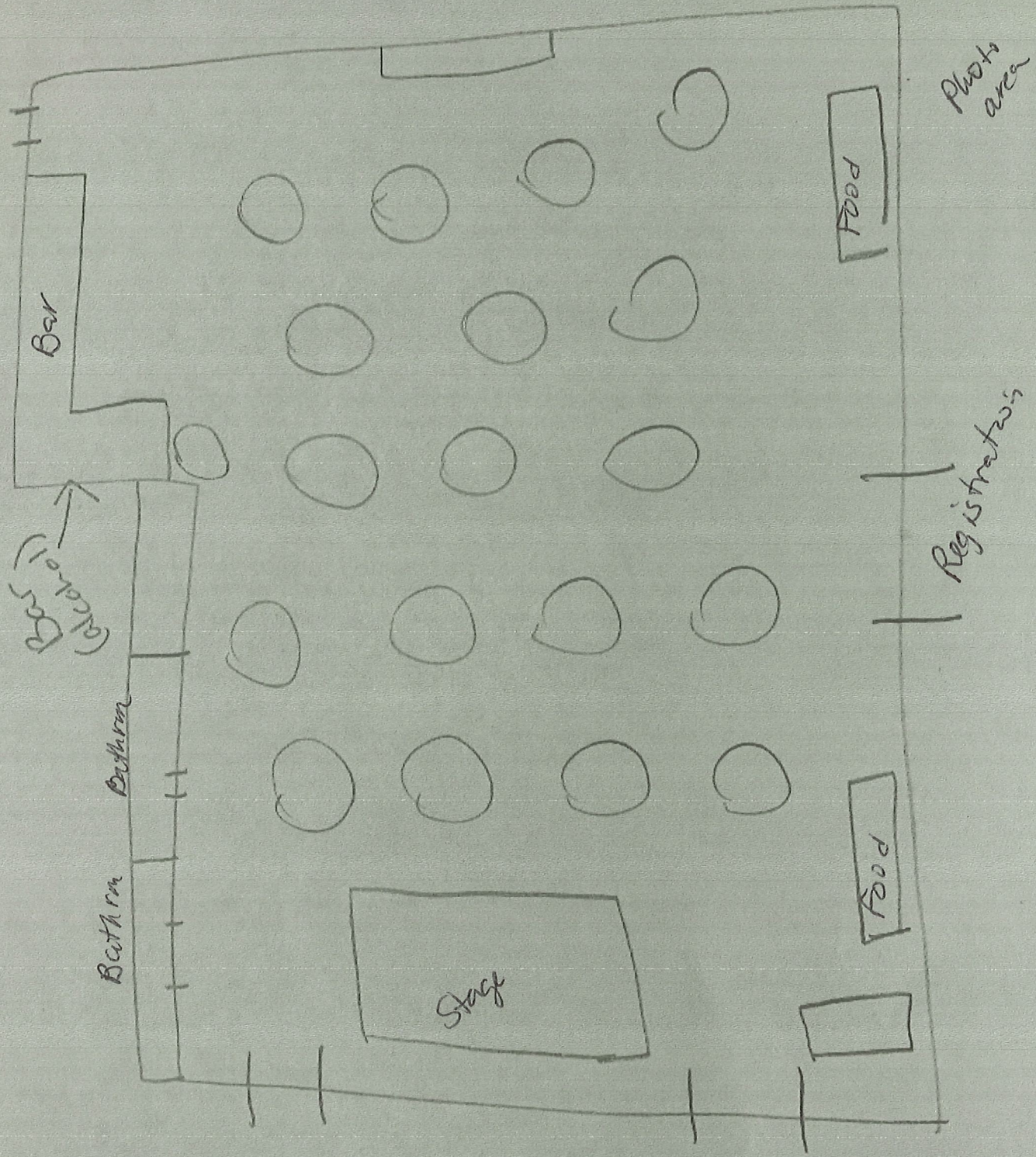
Name of Organization or Group KELLY C. O'MAHONEY, INC.
Name of Authorized Representative GRACE J. COPPOLA Non-Profit/Tax-Exempt # 47-2962438
Mailing Address P.O. BOX 1034
City MANDEVILLE State LA Zip 70470-1034
Applicant Phone # 504 615-7878 Alt. Phone # 985 774-1140
E-Mail OMAHONEY40767@GMAIL.COM Application Fee Paid? YES NO

Name of Event: KELLY KICKING CANCER GALA - "WHO'S GOT TALENT"
Date(s) of Event: Day FRIDAY Date 10/21/22 Time 7:00-11:00PM Rain Dates(s) -
Event Location: BENEDICT'S PLANTATION, 1144 N. CAUSEWAY APPROACH, MANDEVILLE, LA
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event BRAIN CANCER RESEARCH F.R. Estimated Attendance 200

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
2	Is the event open to the public?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
5	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
6	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
7	Will food be distributed, prepared or sold at this event?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
8	Will there be canopies or tents?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
9	Will there be vendor booths? Merchandise or product sales?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
10	Are you planning to have inflatable attractions, games or rides?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
11	Will there be bleachers, stages, fencing or other structures?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

**Please thoroughly read the details outlined in this application
and in the Special Events Guidelines.**





Mayor Donald J. Villere

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Our Lady of The Lake Church
Name of Authorized Representative Charlotte King Non-Profit/Tax-Exempt # 72-0423650
Mailing Address 316 Lafitte St.
City Mandeville State LA Zip 70448
Applicant Phone # 985-630-2898 Alt. Phone # _____
E-Mail sebking@bellsouth.net Application Fee Paid? YES NO

Name of Event: Blessing of Mandeville Cemetery
Date(s) of Event: Day Wed. Date 11/2/22 Time 6-9pm Rain Dates(s) None
Event Location: Mandeville Cemetery
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Blessing of Cemetery Estimated Attendance 100
Graves

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
2	Is the event open to the public?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
5	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
6	Will alcohol be consumed, distributed, or sold at this event?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
7	Will food be distributed, prepared or sold at this event?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
8	Will there be canopies or tents?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
9	Will there be vendor booths? Merchandise or product sales?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
10	Are you planning to have inflatable attractions, games or rides?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
11	Will there be bleachers, stages, fencing or other structures?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.



12	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="radio"/> Yes	<input type="radio"/> No
13	Will there be security staff?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
14	Are you planning to have amplified sound?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
15	Will you need access to power or water? (please circle)	<input type="radio"/> Yes	<input checked="" type="radio"/> No
16	Will there be any signs, banners, decorations, or special lighting?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.
2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.
3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions, and with applicable laws and ordinances. The event organizer or other authorized representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By: CR King

Printed Name: Charlotte King

Organization Represented: Blessing of Mandeville Cemetery

Office Held Co-ordinator Date 7-15-22

City of Mandeville
3090 E. Causeway Approach
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

SPECIAL EVENTS DEPARTMENT USE ONLY

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

____ Fee received Date _____

Certificate of Insurance? YES _____ NO _____

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

____ Yes ____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

____ Yes ____ No Date Approved: _____

MANDEVILLE TRAILHEAD STANDARD RENTAL AGREEMENT

This document, entered into this 13th day of May 2022, constitutes an Agreement between the City of Mandeville, hereinafter referred to as City, and A Rhea of Hope, hereinafter referred to as Renter or by Renters Authorized Representative, Heidi Rhea, For use of the Mandeville Trailhead located at 675 Lafitte Street, Mandeville, LA, for the specified event on the specified date and time, as indicated below. The Renter's contact information is: Address: 764 Magnolia Ridge Dr. W; City: Mandeville; State: LA Zip 70448 Phone or Cell Number: 985-502-5408; Email: rheaofhope la@gmail.
 Event: Northshore Date: Sat. Sept. 24th Time: 4:00 AM | PM to 9:00 AM | PM
OKtoberfest Set up 2:00pm - 10:00

The Trailhead is to be notified at least 3 days prior to the rental date if cancellation becomes necessary. Failure to meet the 3-day cancellation requirement may result in forfeiture of all payments that have been made toward the rental. To cancel, please call the (985) 624-3147 during normal working hours (8:30 am – 4:30 pm).

The deposit reserves your date and serves as the damage/cleaning deposit. If there are no damages and the clean-up is satisfactory, the deposit will be refunded to the renter by check. Payment in-full is due no later than 2-weeks prior to the rental date. Failure to comply is subject to forfeiture of the deposit. Make checks or money orders payable to the "City of Mandeville".

Police Detail: \$640 (4 Officers 5p-10p @ \$40/hr)

PAYMENT RECORD:

Payment Date	Amount Paid	Indicate Cash or Check No.	Receipt #	Balance Due	Payment Deadline

NOTE: A \$15.00 FEE WILL BE CHARGED FOR ALL CHECKS RETURNED FOR INSUFFICIENT FUNDS.

The "Rental Guidelines" are included as part of this Rental Agreement. The Rental Guidelines provide details of the regulations and procedures for renting the Mandeville Trailhead. Renters are encouraged to thoroughly read these guidelines.

The Renter's signature below signifies that the Renter agrees to comply with the terms of this Agreement and to abide by the Rental Guidelines as set forth.

SIGNED: Heidi Rhea
 Renter or Authorized Representative

L. C. Leffmiller
 Authorized Agent for City of Mandeville

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 24 2020

A RHEA OF HOPE
C/O HEIDI RHEA
764 MAGNOLIA RIDGE DRIVE WEST
MANDEVILLE, LA 70448-0000

Employer Identification Number:
84-3234659
DLN:
26053429002180
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 12, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

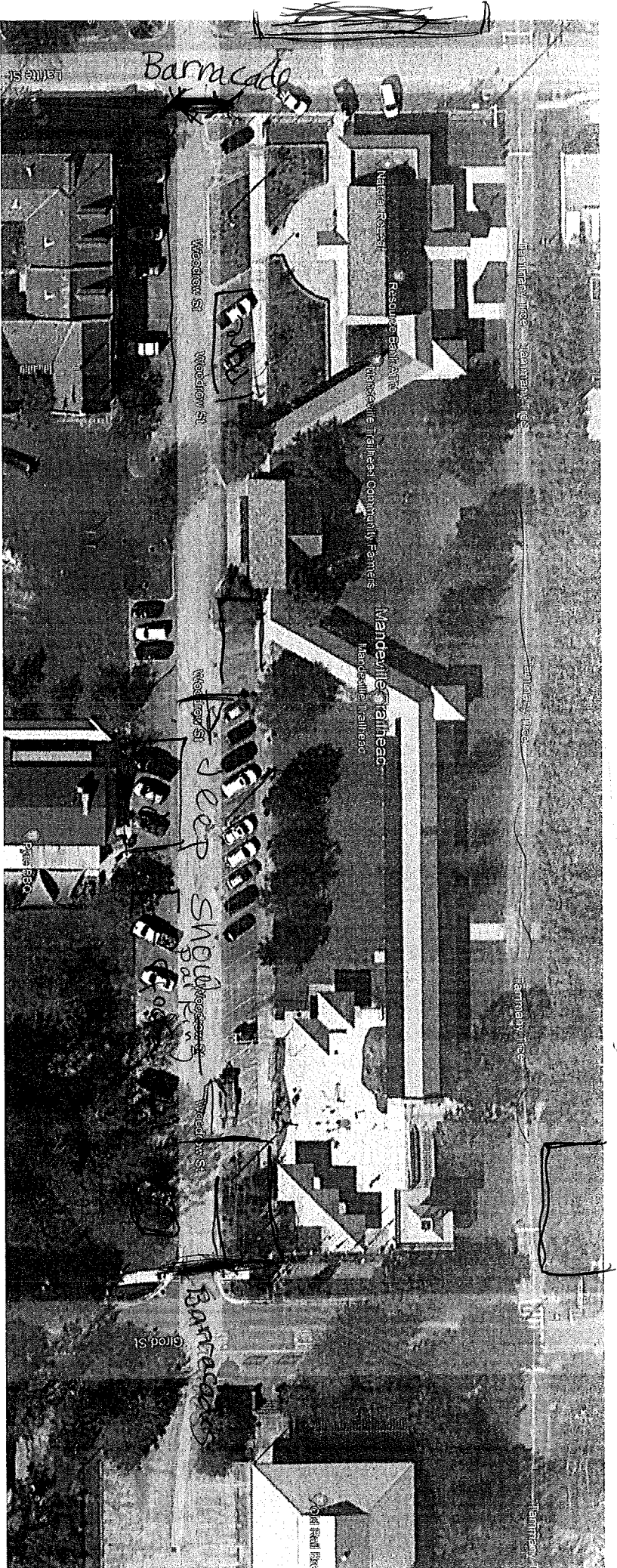
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

MANDEVILLE TRAILHEAD RENTAL GUIDELINES

- All persons or groups wishing to rent the Mandeville Trailhead Amphitheater for an event are required to enter into a rental/use agreement with the City of Mandeville. The agreement must be signed by the renter or renter's representative.
- The fee for weekend rentals (Friday night, Saturday or Sunday) is \$650.00, which includes a \$150.00 deposit to reserve a date. If two adjacent dates are rented (e.g. Friday night & Saturday or Saturday and Sunday) only one deposit is collected for the two dates). At the close of the event(s) if there are no damages, clean-up is satisfactory, and the Center is left in its pre-rental condition, the deposit will be mailed to the renter by the City of Mandeville.

Refundable Facility Deposit: \$150 Non-Profit 501 (c) (3): 25% Discount	Monday – Thursday 8:00 a.m. – 4:30 p.m.	Friday - Sunday After 4:30 p.m.
4 Hours (Includes setup and takedown)	\$400/\$300 (NP)	\$500/ \$375 (NP)
8 Hours (Includes setup and takedown)	\$900/\$675 (NP)	\$1,000/\$750 (NP)
With Museum	+\$100/\$75 (NP)	+\$200/%150 (NP)
Street Closure (Block)	\$300/\$225 (NP)	\$300/\$275 (NP)

- **Non-Profit deposit \$100.** Non-profit status includes organizations, groups, or individuals that are certified through the Secretary of State's Office registered as a charity, non-profit, or tax-exempt as certified by the IRS and/or the Louisiana Secretary of. A copy of the letter verifying such status is required.
- **Payment in full is due no later than 2 weeks prior to the rental date. Failure to meet this requirement may result in forfeiture of any payments that have been made toward the rental.**
- The rental period provided for a rental includes set-up and/or decorating prior to the event, and clean-up following the event. All clean-up and restoration activities are to be completed by the end of the specified rental period.
- The City of Mandeville requires that a police security officer be on premises for a 4-hour period at any rental when alcoholic beverages are served. The cost for the **police detail is \$35.00 per hour for a total of \$140.00.** The Mandeville Police Department determines total amount of presence for even (Police Addendum included in application packet). The renter makes arrangements to pay the Mandeville Police Department directly for the detail.
- No individual bottled beverages (beer or soda) are allowed on the premises, including the parking lot area. Canned or keg beer, or sodas in cans or plastic bottles are acceptable. Liquor or wine bottles are acceptable since these drinks will be poured and served in cups.
- The sale of alcoholic beverages is strictly prohibited unless a liquor permit has been obtained from the City of Mandeville and State of Louisiana (ATC).
- The Renter is solely responsible for cleaning the facility following their event. The Trailhead is to be left in the same order as it was prior to the rental event. Renters are to provide a supply of extra-large garbage bags/boxes for use during clean-up.
- Renters are responsible for removing any litter (plates, cups, napkins, cans, etc.) that their guests might leave on the grounds, parking lot areas, sidewalks, etc. The deposit may be forfeited if the interior and/or exterior of the Trailhead are not cleaned to the satisfaction of the on-duty staff person.
- **Renters are obligated to abide by the provisions of the signed rental agreement and these Rental Guidelines.**



Northshore Oktoberfest by A Rhoe of Hope
Sat. Sept. 24th
5-9

Jeep Show

City of Mandeville
3101 East Causeway Approach
Mandeville, Louisiana 70448
985-624-3147 985-624-3149 Fax

****SPECIAL EVENTS (3-DAY)****
LIQUOR LICENSE APPLICATION

1. Liquor license to be issued to: A Rhea of Hope
 2. Legal name(s): Individual, Partners, or Corporation Heidi Rhea
 3. Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ / Restaurant ___
 4. Business location address' N/A
 Telephone () _____
 5. Mailing address 764 Magnolia Ridge Dr.
 6. Contact Person Heidi Rhea
 Phone Number (985) 502-5408 E-Mail Address: arheahofhope la@gmail.com
 Fax Number () N/A Web Address http://arheahofhope la.org
 7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only)
 8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".
- | A | Name | Title | SSN | % Owned |
|---|------------------|----------------|-------------------|---------|
| | Resident Address | City State Zip | Home Phone Number | |
-
- | B | Name | Title | SSN | % Owned |
|---|------------------|----------------|-------------------|---------|
| | Resident Address | City State Zip | Home Phone Number | |
-
- | C | Name | Title | SSN | % Owned |
|---|------------------|----------------|-------------------|---------|
| | Resident Address | City State Zip | Home Phone Number | |
9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? _____ If yes, list.
- | Trade name | Owner's name | address | License # |
|------------|--------------|---------|-----------|
| | | | |
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
No If yes: Name _____ Location: _____
 11. Has applicant applied for state liquor license? Yes
 12. Has the applicant ever been denied a state or local liquor license? No
 12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? No
 13. Is applicant the owner of the premises to be occupied? No If no, does applicant hold a bona fide written lease? Yes (Supply copy of lease with application.)
 14. If premises leased, give name and address of lesser. Mandeville Trailhead, 675 Lafitte Street
 15. Describe the part of the building to be occupied by business: _____
 16. Open date for this location Saturday, September 24, 2022 5:00-9:00 p.m
 17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Nonprofit

An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).

I affirm that the information given on this application is true and correct.

Signature of Applicant Heidi Rhea Title: Founder (A Rhea of Hope)
 Signature of Preparer _____ Date _____

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

RESOLUTION NO. 22-32

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

WHEREAS, the City desires to enter into a professional services agreement with Fairway Consulting and Engineering, LLC for professional services to provide post-disaster monitoring services in connection with the collection, removal and disposal of debris which has impacted the drainage lines and sewer system of the City of Mandeville; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Fairway Consulting and Engineering, LLC on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER _____; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____; MOVED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

ORDINANCE NO. 22-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REAPPORTIONING THE CITY COUNCIL DISTRICTS ESTABLISHED BY THE CITY CHARTER IN ACCORDANCE WITH THE POPULATION OF THE CITY OF MANDEVILLE REPORTED AS A RESULT OF THE 2020 FEDERAL CENSUS; DEFINING THE DISTRICTS CREATED AS A RESULT THEREOF; SUBMITTING THE SAID DISTRICTS FOR REVIEW BY THE UNITED STATES DEPARTMENT OF JUSTICE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, under the provisions of Article II, Section 2-01 of the City Charter of the City of Mandeville, there are established in this City three (3) geographic districts created for the purpose of electing from each district one member of the City Council of the City of Mandeville; and

WHEREAS, again under the provisions of the said Section 2-01 of Article II of the City Charter of the City of Mandeville the Planning Commission of the City of Mandeville is charged with the responsibility and duty to review the population figures attributed to the City of Mandeville as a result of each decennial federal census and submit to the City Council of the City of Mandeville a proposed plan of redistricting of the said districts based upon the population disclosed by the said census; and

WHEREAS, the Planning Department of the City of Mandeville assembled the 2020 census information and developed several redistricting plans that it presented to the Planning Commission; and

WHEREAS, the Planning Commission presented a redistricting plan to the public; and

WHEREAS, at its regularly scheduled meeting of August 11, 2022, the City Council of the City of Mandeville received from the said Planning Commission the plan of redistricting prepared by that Commission in accordance with its review of the census-figures reported for the City of Mandeville as a result of the 2020 Federal census; and

WHEREAS, this City Council, after review and consideration of the said plan, and of the comments made with regard to the said plan at the public hearings held on the subject of the said plan of redistricting held on August 11, 2022 at 6:00 p.m., August 25, 2022 at 6:00 p.m., desires to adopt the plan of redistricting as presented by the Planning Commission of the City of Mandeville, all in accordance with the provisions of Article 11, Section 2-01 of the City Charter of the City of Mandeville; and

NOW, THEREFORE, be it ordained by the City Council of the City of Mandeville that the boundaries of City Council Districts I, II and III be and they are hereby set and established, in reliance upon the determined by the 2020 federal census of a population of 13,187 people residing within the corporate limits of the City of Mandeville as follows:

COUNCIL DISTRICT 1: District 1 shall consist of all property situated within the corporate limits of the City of Mandeville located west of a line starting at the point of intersection of northern limits of the City of Mandeville and the western ROW of U.S. Highway 190 then proceed in a southerly direction along the western ROW of U.S. Highway 190 to a point of intersection with northern ROW of LA Highway 22, then proceed 552 feet in a southerly direction to a point on the east boundary of Lot C (Northlake Shopping Center), then proceed in a southerly direction 1,500 feet along the western ROW of the frontage road to a point on the southeastern corner of Lot 3A, then proceed in a southwesterly direction 355.5 feet along the western ROW of the frontage road of North Causeway Boulevard to the northeast corner of Lot Q (City of Mandeville), then proceed 420 feet in a westerly direction along the northern boundary of Lot Q to the northwest corner of the lot, then proceed in a southerly direction 178 feet to the southwest corner of Lot Q then proceed 600 feet west to the northwest corner of the Lot R, then proceed South 272 feet to the southwest corner of the Lot R, then 1,000 feet East to the western ROW of Lovers Lane, then go in a southerly direction along the western line of Lovers Lane 2,247.6 feet to the southeast corner of Lot C (City of Mandeville), then proceed westerly a distance of 429.5 feet along the southern line of the parcel C to its intersection with easterly line of The Shadows Subdivision at lot 5, then proceed in a distance of 380 feet in a southerly direction along the eastern boundary of the The Shadows Subdivision to the southeast corner of the subdivision, then proceed westerly 440.7 along the southern boundary of The Shadows Subdivision to its intersection with the northern ROW of the West Causeway Approach, then proceed S69-44-25W 75 feet to the centerline of the northbound West Causeway Approach, then proceed in a northwesterly direction along said centerline of the West Causeway Approach to the intersection of the centerlines of West Causeway Approach and Mark Smith Drive, then proceed in a southerly direction along the centerline of Mark Smith Drive to its intersection with the centerline of Tara Lane, then proceed in a easterly direction along the centerline of Tara Lane to its intersection with the centerline of Christian Court, then proceed in a northerly direction along the centerline of Christian Court to the intersection of the centerlines of Christian Court and Robyn Place, then proceed in a easterly direction along the centerline of Robyn Place to the northeast corner of Lot 119 of Woodstone Subdivision, then in a southerly direction follow along the eastern boundary of Lot 119 a distance of 122 feet to its southeast corner, then go approximately 390 feet in the same southern direction as the eastern boundary of Lot 119 Woodstone, to its intersection with the northern boundary of the CLECO Right-of-Way, then proceed along the northern boundary of the CLECO Right-of-Way to its intersection with the western ROW of Chestnut Street, then proceed in an southerly direction to the intersection of the western ROW of Chestnut Street with the southern boundary of Weldon Park Subdivision, then proceed easterly along the southern boundary of the Weldon Park Subdivision to southeast corner of Lot 1 Square 14 Weldon Park Subdivision, then proceed a distance of 528 feet to the point of intersection of the southern boundary of the CLECO Right-of-Way with the centerline of Mandeville High Blvd., then proceed in a southerly direction along the centerline of the Mandeville High Blvd. to its intersection with centerline of Decker Lane, then proceed 230 feet in an easterly direction along the same line of direction of the centerline of Decker Lane, then proceed a distance approximately of 652 feet to the intersection of the southern boundary of Lakeside Village and the centerline of Rue Esplanade, then proceed in a easterly direction along the southern boundary of Lakeside Village to the southeast corner of Lakeside Village Subdivision, then proceed 462 feet in a southerly direction along eastern boundary of the Royal Acres Subdivision to the southeast corner of Lot B-1B-3 Royal Acres subdivision, then proceed approximately a distance of 194 feet in a southeasterly direction to the point on the east boundary of Lot G1 Royal Acres subdivision, then proceed in a southwesterly direction 186 feet to a point along the eastern boundary of Lot G, then proceed in a southwesterly direction along the Mandeville

corporate limits boundary of Lot G2 (Wastewater Treatment Plant property) and southern boundary of The Sanctuary to Lake Pontchartrain.

COUNCIL DISTRICT 2: District 2 shall consist of all property situated within the corporate limits of the City of Mandeville located east of a line starting at the point of intersection of northern limits of the City of Mandeville and the western ROW of U.S. Highway 190 then proceed in a southerly direction along the western ROW of U.S. Highway 190 to a point of intersection with northern ROW of LA Highway 22, then proceed 552 feet in a southerly direction to a point on the east boundary of Lot C (Northlake Shopping Center), then proceed in a southerly direction 1,500 feet along the western ROW of the frontage road to a point on the southeastern corner of Lot 3A, then proceed in a southwesterly direction 355.5 feet along the western ROW of the frontage road of North Causeway Boulevard to the northeast corner of Lot Q (City of Mandeville), then proceed 420 feet in a westerly direction along the northern boundary of Lot Q to the northwest corner of the lot, then proceed in a southerly direction 178 feet to the southwest corner of Lot Q then proceed 600 feet west to the northwest corner of the Lot R, then proceed South 272 feet to the southwest corner of the Lot R, then 1,000 feet East to the western ROW of Lovers Lane, then go in a southerly direction along the western line of Lovers Lane 2,247.6 feet to the southeast corner of Lot C (City of Mandeville), then proceed westerly a distance of 429.5 feet along the southern line of the parcel C to its intersection with easterly line of The Shadows Subdivision at lot 5, then proceed in a distance of 380 feet in a southerly direction along the eastern boundary of the The Shadows Subdivision to the southeast corner of the subdivision, then proceed westerly 440.7 along the southern boundary of The Shadows Subdivision to its intersection with the northern ROW of the West Causeway Approach, then proceed S69-44-25W 75 feet to the centerline of the northbound West Causeway Approach, then proceed in a northwesterly direction along said centerline of the West Causeway Approach to the intersection of the centerlines of West Causeway Approach and Mark Smith Drive, then proceed in a southerly direction along the centerline of Mark Smith Drive to its intersection with the centerline of Tara Lane, the proceed in a easterly direction along the centerline of Tara Lane to its intersection with the centerline of Christian Court, then proceed in a northerly direction along the centerline of Christian Court to the intersection of the centerlines of Christian Court and Robyn Place, then proceed in a easterly direction along the centerline of Robyn Place to the northeast corner of Lot 119 of Woodstone Subdivision, then in a southerly direction follow along the eastern boundary of Lot 119 a distance of 122 feet to its southeast corner, then go approximately 390 feet in the same southern direction as the eastern boundary of Lot 119 Woodstone, to its intersection with the northern boundary of the CLECO Right-of-Way, then proceed along the northern boundary of the CLECO Right-of-Way to its intersection with the western ROW of Chestnut Street, then proceed in an southerly direction to the intersection of the western ROW of Chestnut Street with the southern boundary of Weldon Park Subdivision, then proceed easterly along the southern boundary of the Weldon Park Subdivision to southeast corner of Lot 1 Square 14 Weldon Park Subdivision, then proceed a distance of 528 feet to the point of intersection of the southern boundary of the CLECO Right-of-Way with the centerline of Mandeville High Blvd., then proceed in a southerly direction along the centerline of the Mandeville High Blvd. to its intersection with centerline of Decker Lane, then proceed 230 feet in an easterly direction along the same line of direction of the centerline of Decker Lane, then proceed a distance approximately of 652 feet to the intersection of the southern boundary of Lakeside Village and the centerline of Rue Esplanade, then proceed in a easterly direction along the southern boundary of Lakeside Village to the southeast corner of Lakeside Village Subdivision, then proceed 462 feet in a southerly direction along eastern boundary of the Royal Acres Subdivision to the southeast corner of Lot B-1B-3 Royal Acres subdivision, then proceed approximately a distance of 194 feet in a southeasterly direction to the point on the east boundary of Lot G1 Royal Acres subdivision, then proceed in a southwesterly direction 186 feet to a point along the eastern boundary of Lot G, then proceed approximately a distance of 727 feet in a easterly direction to the point of intersection with Lot 14 Block 1 AND west of a line commencing at the northern limits of the City of Mandeville at the intersection of the centerlines of U.S. Highway 190 and

Oakwood Drive, then proceed in a southeasterly direction along the centerline of U.S. Highway 190 to the intersection of the centerlines of U.S. Highway 190 and East Causeway Approach, then proceed in a westerly direction along the centerline of East Causeway Approach to the centerline of Cambronne Street, then proceed in a southerly direction to the intersection of southern ROW of East Causeway Approach and the western ROW of Cambronne Street then proceed in a easterly direction along the southern ROW of East Causeway Approach to the northwest corner of Lot 10, Square 1, Baudot Tract, Section 46 Township Range 08S-11E, then proceed in a southerly direction to the southwest corner of Lot 10, then proceed in a southerly direction in the same directional line to the intersection point with the centerline of Corporal Samuel Sams Drive, then proceed in a westerly direction to the east boundary of Lot 149, New Golden Shores Subdivision, then proceed in a southwesterly direction along the eastern boundary of Lot 149 a distance of 30.5 feet to the southeastern corner of the lot, New Golden Shores Subdivision, then proceed approximately 171 feet along the south boundary of Lot 149 to the centerline of Barbara Street, then continue in a southerly direction along the centerline of Barbara Street to the intersection of the centerlines of Barbara Street and Monroe Street, then proceed in a easterly direction along the centerline of Monroe Street, to the intersection of the centerlines of Monroe Street and Galvez Street, then proceed in a southerly direction along the centerline of Galvez Street to the intersection of a southerly projection of the centerline of Galvez Street and Lake Pontchartrain.

COUNCIL DISTRICT 3: District 3 shall consist of all property situated in the corporate limits of Mandeville that are located east of a line commencing at the northern limits of the City of Mandeville at the intersection of the centerlines of U.S. Highway 190 and Oakwood Drive, then proceed in a southeasterly direction along the centerline of U.S. Highway 190 to the intersection of the centerlines of U.S. Highway 190 and East Causeway Approach, then proceed in a westerly direction along the centerline of East Causeway Approach to the centerline of Cambronne Street, then proceed in a southerly direction to the intersection of southern ROW of East Causeway Approach and the western ROW of Cambronne Street then proceed in a easterly direction along the southern ROW of East Causeway Approach to the northwest corner of Lot 10, Square 1, Baudot Tract, Section 46 Township Range 08S-11E, then proceed in a southerly direction to the southwest corner of Lot 10, then proceed in a southerly direction in the same directional line to the intersection point with the centerline of Corporal Samuel Sams Drive, then proceed in a westerly direction to the east boundary of Lot 149, New Golden Shores Subdivision, then proceed in a southwesterly direction along the eastern boundary of Lot 149 a distance of 30.5 feet to the southeastern corner of the lot, New Golden Shores Subdivision, then proceed approximately 171 feet along the south boundary of Lot 149 to the centerline of Barbara Street, then continue in a southerly direction along the centerline of Barbara Street to the intersection of the centerlines of Barbara Street and Monroe Street, then proceed in a easterly direction along the centerline of Monroe Street, to the intersection of the centerlines of Monroe Street and Galvez Street, then proceed in a southerly direction along the centerline of Galvez Street to the intersection of a southerly projection of the centerline of Galvez Street and Lake Pontchartrain.

BE IT FURTHER ORDAINED, that all sections and provisions of this ordinance be deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:
NAY:
ABSTENTIONS:
ABSENT:

and the ordinance was declared adopted this _____ Day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MANDEVILLE AND
FAIRWAY CONSULTING & ENGINEERING, LLC**

THIS AGREEMENT is entered into by and between the City of Mandeville (herein after referred to as “City”) and Fairway Consulting & Engineering, LLC represented by John Catalanotto, PE, PMP, its president (hereinafter referred to as the “Contractor”). The City and Contractor may be collectively referred to as the “Parties”. This Agreement is effective as of the date of execution by the City (“Effective date”).

RECITALS

WHEREAS, the City issued a Request for Proposal (the “RFP”) for a contractor to provide post-disaster monitoring services in connection with the collection, removal and disposal of debris which has impacted the drainage lines and sewer system of the City.

WHEREAS, in response, the Contractor submitted a proposal to provide those services stated in the Scope of Work in the RFP. The City accepted the Contractor’s proposal.

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

ARTICLE I – OBLIGATIONS OF THE CONTRACTOR

The Contractor shall provide the following services, through the issuance of Task Orders or Written Assignments, on an as needed, when needed basis.

The scope of work shall include the following:

1. Development of reports, maps, GPS applications, etc. as required by FEMA for the City to receive grant assistance under the FEMA Public Assistance program.
2. Ensure that only debris which is eligible under the FEMA Public Assistance program is removed from drainage lines and sewer systems as designated by the City’s Debris Manager who for purposes of this contract will be the City’s Public Works Director.
3. Document any damages incurred from the debris removal operation.
4. Ensure that safety standards are followed by both debris removal and debris

monitoring personnel, i.e., traffic control, wearing of safety equipment, restricting access to work sites.

5. Provide a daily report to the Debris Manager which will include:
 - Location (GPS) of each removal site and amount of debris collected at each site;
 - Equipment type to include description, i.e., horsepower and VIN used by debris removal contractor at each site;
 - Name and number of debris removal contractors worked at each site to include time personnel worked at each site;
 - Ensure that debris removal contractor personnel and debris removal equipment are compatible with FEMA policy;
 - Report any damages and/or safety violations by debris removal contractor;
 - Report name and number of personnel of contractor deployed at each site and the hours worked at each site.
6. Coordinating daily briefings, work progress, staffing and other key items with the City Debris Manager.
7. Selecting and coordinating the permitting of any Temporary Debris Storage and Reduction Site (TDSRS, also called Debris Management Site (OMS)) locations and other permitting/regulatory issues.
8. Daily scheduling of work for monitor teams in coordination with directions from City Debris Manager.
9. Hiring, scheduling, and managing consultants and field staff.
10. Monitoring removal contractor operations and providing recommendations to improve removal efficiency.
11. Assisting the City with responding to public concerns and comments.
12. Perform debris removal contractor truck certification using methodology and documentation practices appropriate for debris monitoring.
13. Entering load tickets into a database application and creating an electronic copy of the load ticket.
14. Performing review of debris removal contractor invoices prior to submission to the City.

15. Document any damages incurred from the debris removal operation.
16. Ensure that safety standards are followed by both debris removal and debris monitoring personnel, i.e., traffic control, wearing of safety equipment, restricting access to work sites.
17. Review, reconciliation, and validation of debris removal contractor invoices prior to submission to the Owner.
18. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and other applicable agency for disaster recovery efforts on the part of the Owner and designated debris removal contractors.
19. Final report and final preparation assistance.

Upon activation of this contract by the Mayor, contractor shall within 24 hours of receiving Notice to Proceed, provide the foregoing services to the City,

While not all tasks can be stated nor can all tasks be anticipated, the City reserves the right to assign Contractor with any task which is required to provide services to the City which are required to meet the needs of the City as stated in this Statement of Services.

ARTICLE II – OBLIGATIONS OF THE CITY

The City shall:

- 2.1 Appoint a City Designated Agent (CDA) who shall serve as the primary point of contact (POC) for the Contractor for all issues that shall arise during the term of this Agreement.
- 2.2 The CDA shall respond to all communication by Contractor and Contractor's team members in a timely manner.
- 2.3 Provide Contractor personnel with access to any required records relating to FEMA grants and access to the City personnel who may have knowledge necessary for Contractor personnel to address Contractor's statement of services.

- 2.4 The City personnel shall fully cooperate with Contractor in connection with Contractor's statement of work in this Agreement.
- 2.5 Not authorize its officers or employees to request or instruct Contractor to perform any work beyond the statement of services or duration stated in this Agreement or to offer or promise the Contractor additional funding in excess of the maximum amount payable established in this Agreement.

ARTICLE III – TERMS OF THE AGREEMENT

- 3.1 This Agreement shall commence on the __day of __202__ and shall terminate on the __day of __202__ (three years). The City may exercise the option to extend this Agreement in one-year increments for a period of two one-year renewals for a maximum contract period of five years.
- 3.2 The contract is a standby contract to be activated upon the sole discretion of the Mayor in response to any disaster or emergency which may affect the City.
- 3.3 Contractor is required to attend the annual emergency management exercise conducted by the City prior to the hurricane season.
- 3.4 This Agreement shall not exceed the following amounts based upon the stated circumstances: State the Not To Exceed amounts or if NTE does not apply state what does, i.e. one time payment, etc.
- 3.5 The Contractor shall provide the following positions during the performance of this Agreement. Each position will be paid the hourly rate as indicated. The City reserves the right to maintain and/or adjust the size of the Consultant's staff as dictated by the needs of the City. The stated hourly rates are inclusive of all costs except for travel.

POSITION	HOURLY RATE
Project Manager	\$ 125.00
Field Supervisor	\$ 61.25
Debris Monitor	\$ 45.00
Load Ticket Data Entry Clerk	\$45.00
Billing Invoice Analyst	\$35.00

- 3.6 Travel Expenses: The City shall reimburse Contractor for all travel expenses when Contractor personnel are required to perform services outside of St. Tammany Parish. All reimbursements shall be made in accordance with the Louisiana Division of Administration Policy and Procedure Memorandum 49 (the state travel regulation).

ARTICLE IV – PAYMENTS TO CONTRACTOR

- 4.1 Payments to Contractor: For services performed, the City shall make payment to Contractor no later than 30 days from the date Contractor submits invoice covering the previous month’s activities. However, during a declared emergency, payment shall be made no later than 60 days from the date the Contractor submits invoice covering previous month’s activities.
- 4.2 Documents required for payment: Contractor shall provide invoices indicating the position of the employee, number of hours worked per day, billable rate, and a detailed description of work performed. Contractor shall provide any additional documentation as required by any state or federal agency.
- 4.2.1 Contractor shall provide weekly reports to COM of all services provided during the invoicing period and those services which Contractor intends to provide for the upcoming week. Contractor and CDA shall agree upon the day which the weekly report is due.

- 4.3 Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds received from this Agreement shall be the Contractor's obligation under federal tax identification number ____.

ARTICLE V – INSURANCE

- 5.1 The Contractor shall secure and maintain at its expense such insurance that will protect it and the City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the City and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to the City, in writing, on all of the required coverage provided to the City. All policies and notices should name the Contractor and the City. The Contractor shall make its policies available for review and examination by the City as may be reasonably requested.
- 5.2 All policies must provide for and certificates of insurance must contain the following:
- 5.2.1 Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the City, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. Policy endorsements required for all coverages.
- 5.2.2 Additional Insured: The City, its Officers, Agents, Employees and Volunteers shall be named as additional named insured with respect to general liability, automobile liability, excess liability, pollution/environmental liability coverage, and marine liability. Policy endorsements required.
- 5.2.3 Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of the City by referencing same on the face of the Certificate(s) of Insurance issued.

- 5.2.4 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy.
 - 5.2.5 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding \$100,000 must be approved by the City's Finance Director. The City may require Contractor to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the City assumes no liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The City shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate.
 - 5.2.6 Project Reference: The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance.
- 5.3 The Contractor shall provide at its own expense, proof of the following insurance coverage required by the Contract to the City by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, Category VII.
- 5.3.1 Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence with a General Aggregate limit of at least \$2,000,000 per project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - 5.3.1.1 Premises - operations;
 - 5.3.1.2 Broad form contractual liability;
 - 5.3.1.3 Products and completed operations;
 - 5.3.1.4 Personal Injury;

5.3.1.5 Broad form property damage;

5.3.1.6 Explosion, collapse and underground coverage.

5.3.2 Pollution and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of Contractor services in relation to the Work. And the policy will offer an extended discovery clause of at least three years. If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 2 years after work is accepted as complete by the property owner of this contract is terminated. Evidence of this coverage will not be required unless both of the following are met:

- (a) Contractor receives Notice to Proceed to perform services under this contract; and
- (b) it has been identified that services performed under this contract will include such exposures.

5.3.3 Business Automobile Liability insurance with a minimum Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage. This insurance shall provide coverage for the following:

5.3.3.1 Any automobiles; or

5.3.3.2 Owned automobiles; and

5.3.3.3 Hired automobiles;

5.3.3.4 Non-owned automobiles;

5.3.3.5 Uninsured motorist.

5.3.3.6 MCS-90 and CA9948 Endorsements Required

- 5.3.4 Marine Liability/Protection and Indemnity insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.
- 5.3.5 Workers' Compensation/Employers Liability Insurance: workers compensation as statutorily required; employers liability coverage shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate and when water activities are expected to be performed in connection with this project, coverage shall include USL&H, Jones Act, and/or Maritime Employers Liability. *Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*
- 5.3.6 Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming City as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence \$2,000,000 aggregate for projects less than \$5,000,000; limits for any project valued over \$5,000,000 shall be set by the Finance Dept. The policy limit is subject to be increased when the total value of the contract increases. The policy and all endorsements shall be addressed to City of Mandeville, 3101 E. Causeway Approach, Mandeville, LA 70448.
- 5.3.7 Excess/Umbrella Liability shall be furnished by Contractor with limits of at least equal to \$3,000,000 per occurrence on a follow form basis, for all liability coverages set forth above except for the OPL/OCP. *(For example: if the General Liability is \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)*

- 5.4 All policies of insurance shall meet the requirements of the City prior to the commencing of any work. The City has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the City as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall promptly obtain a new policy, timely submit same to the City for approval and submit a certificate thereof as provided above. The City agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that the City cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by the City. In the event that the second submission is insufficient or is not approved, then the City shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.
- 5.5 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- 5.6 Contractor shall maintain a current copy of all annual insurance policies and provide same to City on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the City with annual renewal certificates of insurance evidencing continued coverage, without any prompting from the City.
- 5.7 It shall be the responsibility of Contractor to require that these insurance requirements are met by all sub-Contractors performing work for and on behalf of the Contractor. Contractor shall further ensure City is named as additional insured on all insurance policies provided by said Contractor and/or sub-Contractor throughout the duration of the project.

- 5.8 Certificates of Insurance (form ACORD 25 (2014/1) or newer) shall be issued as follows: CERTIFICATE HOLDER:

City of Mandeville, Its Officers, Agents, Employees and Volunteers

3101 E. Causeway Approach Mandeville, LA 70448

Project/Contract Name and/or Number

Certificates may be sent via email to: rchadwick@cityofmandeville.com.

*NOTICE: City reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

ARTICLE VI – FEDERALLY REQUIRED PROVISIONS

Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the following provisions:

- 6.1 In the event the City determines that Contractor is in breach of this Agreement, the City and Contractor shall take the following actions:
- a. Notify Contractor in writing that Contractor is in breach of this Agreement;
and
 - b. Provide Contractor with detailed, specific reasons of the basis in which the City is determined to be in breach of the Agreement.
 - c. Should Contractor disagree with the finding by the City, Contractor has 10 calendar days to file an opposition to the City's determination of a breach, providing a specific answer to each of the City's allegations. Said answer should include facts, the application of law, regulations and FEMA policy and supporting evidence such as documents, photographs and statements from witnesses.

- d. The matter shall be heard by a three-person panel appointed by the Mayor of the City and the rules of arbitration shall apply to the hearing. If the matter entails technical issues, i.e. construction, the Mayor shall ensure that the individuals appointed to the panel have the proper skill set to understand the issues and provide an unbiased opinion.
- e. If the opinion of the panel is not in favor of the Contractor, the Contractor has 30 days to abandon the projects and will be due all amounts for which the Contractor earned, less any damages claimed by the City for the breach. In the event the Contractor does not appeal to the Mayor, the 30-day time period applies from the date the Contractor received the Notice of Breach.

6.1.1 The above procedure does not interfere or modify in any way, the right of either the Contractor or the City to seek remedy in the 22nd Judicial District for St. Tammany Parish regarding the alleged actions by the Contractor which resulted in the Notification of the Breach or by the Contractor for an improper finding of breach by the City.

6.1.2 The above procedure does not limit the Parties to settling any such disagreement in an amicable fashion to include terminating the Agreement for convenience.

6.2 The Parties may terminate the Agreement for Cause.

6.2.1 The City may terminate this Agreement for cause once the Contractor has been found to be in breach of this Agreement in accordance with the procedures stated under Section 6.1.

6.2.2 Contractor may terminate this Agreement after giving the City notice that it is in violation of its obligations as outlined in Article II of this Agreement and the City fails to remedy the matter within 30 days of notification.

- 6.2.3 Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause.
 - 6.2.4 The proper jurisdiction for any such action is the 22nd Judicial District Court for St. Tammany Parish.
- 6.3 This Agreement may be terminated by the City for the convenience of the City upon 30 days written notice to Contractor unless Contractor had engaged in illegal or unethical behavior in which case the City may terminate the Agreement immediately. Contractor shall be paid for all work performed until termination date.
- 6.4 Contractor must comply with the Equal Employment Opportunity Act During the performance of this Agreement, the contractor agrees as follows:
- 6.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 6.4.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 6.4.3 The Contractor will not discharge, or in any other manner discriminate, against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 6.4.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.4.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6.4.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6.4.8 The Contractor will include the portion of the sentence immediately preceding paragraph 6.4.1 and the provisions of paragraphs 6.4.1 through 6.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.4.9 The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

6.4.9.1 The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

6.4.9.2 The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6.5 Contractor must comply with the Contract Work Hours and Safety Standards Act.

6.5.1 No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

6.5.2 In the event of any violation of the clause set forth in Section 6.5.1 of this Agreement, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

6.5.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

6.5.4 The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 6.5.1 through 6.5.4 of this Agreement and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 6.5.

6.6 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.6.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.6.2. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- 6.7 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 6.7.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 6.7.2 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 6.8 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 6.8.1 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 6.8.2 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 6.8.3 The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The

Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 6.9 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 6.10 Contractor is required to sign the Byrd Anti-Lobbying Amendment Certification provided herein.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, entitled "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

6.11 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired for the following:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

6.11.1 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6.11.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”.

6.12 The Contractor is prohibited from contracting for covered telecommunications equipment or services as follows:

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA

Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system;
and
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

- 6.13 As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 6.14 The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the City, GOHSEP, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 6.15 The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 6.16 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, policy and executive orders as it relates to any presidentially declared event.
- 6.17 The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
- 6.18 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.
- 6.18.1 Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
- 6.18.2 Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 6.18.3 Contractor shall retain all required records for a period of at least three years after receipt of final payment by the City.
- 6.19 Contractor shall take all affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when

possible. These steps are also required for the hiring of any subcontractors under this contract.

6.19.1 Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.20 The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

ARTICLE VII – ADDITIONAL CONTRACT PROVISIONS

In addition to the contract provisions required by FEMA as outlined in Article VI, the following provisions are made part of this Agreement.

- 7.1 The following access to records requirements apply to this Agreement:
 - 7.1.1 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 7.2 The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. These changes must be made in compliance with federal, state and local law, regulations and policy.

ARTICLE VIII ALLOCATION OF RISK

- 8.1 The Proposer shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Proposer, its employees, representatives, and sub-contractors in the performance of any and all work performed under a contract awarded under this RFP and additionally from any claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by any regulatory authority. Payment to contractor shall be held for each incident wherein a damage claim has been received or damage has been confirmed by the City until such time that the claim has been settled.
- 8.2 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use

reasonable efforts to eliminate or minimize the effect of such events in performing their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless The City from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of The City. A hold harmless agreement shall be part of the contract awarded through this RFP.

Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as The City shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) City's unauthorized modification or alteration of a Product, Material, or Service; (ii) City's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) City's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as The City's exclusive remedy to take action in the following order of precedence: (i) to procure for The City the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal

quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to The City up to the dollar amount of the Contract.

The City may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the City.

ARTICLE IX - OTHER TERMS AND CONDITIONS

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

9.1.1 Contractor acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

9.1.2 In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations

under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City's legal authority.

- 9.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any legal action brought by either party with regard to this Agreement shall be in the Twenty-Second Judicial District Court, Parish of St. Tammany, State of Louisiana.
- 9.3 The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor and assigned personnel in the performance of this Agreement. The Contractor agrees to immediately notify the City of potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 9.4 If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 9.5 This Agreement, together with the RFP and any addenda issued thereto by the City, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.
- 9.6 In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.
- 9.7 All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

- 9.8 Non-enforcement of any provision of this Agreement by the City shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 9.9 The City and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and Contractor are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 9.9.1 Neither the City nor Contractor may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 9.9.2 Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the City or Contractor to any the City, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them unless expressly provided otherwise in this Agreement.
- 9.9.3 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.
- 9.10 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and hand delivered 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.

THUS DONE AND SIGNED AT Mandeville, Louisiana on this _ day of _____, 202_, and IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY REPRESENTATIVE SIGNATURE:

By: _____

Clay Madden

Title: Mayor

City of Mandeville

3101 East Causeway Approach

Mandeville, LA 70448

(985) 626- 3144

WITNESSES SIGNATURES:

THUS DONE AND SIGNED AT Mandeville, Louisiana on this _ day of _____, 202_, and IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR SIGNATURE:

By: _____

Name: John Catalanotto, PE
President
Fairway Consulting & Engineering, LLC
827 W. 22nd Ave.
Covington, LA 70433

WITNESSES SIGNATURES:

2022 PROFESSIONAL SERVICES REQUEST FOR QUALIFICATIONS

Monitoring Services for Removal of Debris from Drainage and Sewer Systems

PREPARED FOR:



City of Mandeville
L O U I S I A N A



FAIRWAY
CONSULTING + ENGINEERING

COMPANY

Fairway Consulting + Engineering, LLC | Tax ID: 82-1160189
827 W. 22nd Ave. | Covington, LA 70433
Phone: 504.234.1556 | Email: info@fairwayce.com

CONTACT

John A. Catalanotto, PE, PMP | President
827 W. 22nd Ave. | Covington, LA 70433
C: 504.234.1556 | O: 985-288-2770 | D: 985-288-2771
john.catalanotto@fairwayce.com



July 6, 2022

Mandeville City Hall – Purchasing Agent
3101 East Causeway Approach
Mandeville, LA 70448

via: electronic submission

Re: City of Mandeville
RFP – Monitoring Services for Removal of Debris from Drainage and Sewer Systems
Fairway Consulting and Engineering, LLC - Statement of Qualifications

Dear Purchasing Department,

In response to the Request for Proposals (RFP) advertised on June 8, 2022, Fairway Consulting and Engineering, LLC (Fairway) is pleased to submit our attached Statement of Qualifications (SOQ). Enclosed herewith is one (1) electronic copy of our proposal.

It is Fairway's understanding that the City of Mandeville (City) has solicited proposals to obtain Statements of Qualifications (SOQ's) from Professional Service Firms to provide monitoring services for removal of debris from drainage and sewer systems. Please be advised of the following as requested by the RFQ.

1. Contact information of the firm is as follows:
 - a. Address: 827 W. 22nd Ave.; Covington, LA 70433
 - b. Office Phone Number: 985-288-2770
 - c. Cell Phone Number(s): 504-234-1556 (John)
 - d. Email: john.catalanotto@fairwayce.com
2. Fairway Federal Tax ID Number: 82-1160189
3. Mr. John A. Catalanotto, Fairway's proposed Principal in Charge, has the authority to sign the SOQ. Mr. Catalanotto is a Corporate Officer and owner of Fairway and is listed as a member of the firm on file with the Louisiana Secretary of State.
4. Contact Person for Technical or Contractual Clarifications is as follows:
 - a. Contact: John Catalanotto
 - b. Address: 827 W. 22nd Ave.; Covington, LA 70433
 - c. Office Phone Number: 985-288-2770
 - d. Cell Phone Number: 504-234-1556
 - e. Email: john.catalanotto@fairwayce.com
5. Fairway is familiar with the project Scope of Work (SOW) in the RFP, and has been supporting the City with a similar effort following Hurricane Ida. Fairway has the required experience and resources to meet the requirements of the RFP, and is prepared to mobilize within 48 hours of receipt of Notice to Proceed (NTP) from the City.

6. Fairway understands that a resulting contract of this RFP will be a “standby contract” to be activated at the sole discretion of the Mayor of the City.

As evidenced by our attached SOQ, Fairway has assembled a team of highly qualified staff with extensive experience providing similar services for debris removal monitoring for drainage and sewer systems. Highlights of our teams' qualifications are as follows:

1. **Significant Local Experience within City of Mandeville and St. Tammany Parish:** Fairway is a consulting engineering firm based in St. Tammany Parish with a primary office location in Covington. Our team has significant local experience within the City of Mandeville and St. Tammany Parish. We are intimately familiar with the City's drainage and sewer systems and we have performed identical services for those requested for the City following Hurricane Ida.
2. **Highly Experienced and Diverse Team:** Proposed team members have a combined total of greater than 100 years of experience. Our team is well versed in expeditiously responding and mobilizing resources in support of a community's recovery from natural disasters. An organizational chart and resumes of proposed team members is provided within Section B (Background and Qualifications of Proposer's Firm) and C (Qualifications of Assigned Personnel) of our SOQ.

Fairway is confident that we can achieve success for the City, we appreciate the opportunity to provide our SOQ, and we're excited about the possibility of working with the City of Mandeville on this important project. Feel free to contact us if you should have any questions or need any additional information.

Regards,



John A. Catalanotto, PE, PMP
President
Phone: 504-234-1556 (Cell)
Email: john.catalanotto@fairwayce.com

Attachment: electronic submission

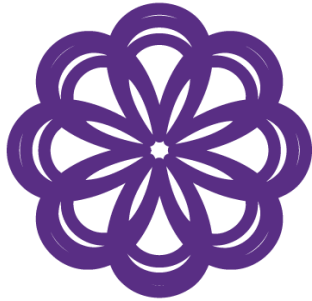
B. BACKGROUND AND
QUALIFICATIONS OF
PROPOSER'S FIRM





FAIRWAY
CONSULTING • ENGINEERING

B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM



Fairway Consulting and Engineering, LLC is a small business headquartered in St. Tammany Parish. **We are certified as part**

of the Hudson Initiative and Small Emerging Business Programs by Louisiana Economic Development (LED) and are graduates of the



Goldman Sachs 10,000 Small Business Program. Fairway is also certified as a Small Business Administration (SBA) Historically Underutilized Business Zone (HUBZone) company. We are Consultants and Engineers

with specialties in Disaster Management and Recovery, Engineering Technical Services, and Management Consulting (Program and Project Management). Fairway is licensed to provide Engineering Services in Louisiana and Mississippi. We also have Professional Engineers registered in both states, as well as Alabama and Texas.

Fairway was founded in August 2018 with the vision of becoming one of the premier Consulting and Engineering firms in southeast Louisiana. Though Fairway is only three (3) years old, we are financially stable, and have successfully executed dozens of projects, many of which are in St. Tammany Parish, including the City of Mandeville. Fairway's guiding principles include the following:

1. **Integrity:** We are honest, do what is right, and do what we say we will do.
2. **Quality:** We provide high quality deliverables on time and within budget that meet or exceed our Client's expectations while adhering to industry standard best practices and standards of care.
3. **Client Service:** We listen to our clients and provide solutions while being flexible and making the Client an integral part of our project team.



We employ engineers, scientist, and technical support staff that pride themselves with providing high quality deliverables while being flexible and responsive to our Clients' needs. Our services cover the entire project lifecycle using the latest available 2D and 3D CAD and Geographic Information System (GIS) software. Fairway Consulting and Engineering, LLC (Fairway) currently has seven (7) full-time staff. We have the capability to execute both small (Capital cost < \$10,000) and large projects (> \$1,000,000) projects alike. For larger projects we have access to a resource pool of contract engineers and technical specialist. Fairway's goal is to grow into to ten (10) person to fifteen (15) persons consulting and engineering firm within the next two (2) to three (3) years. Our full-time, part-time, and contract status employees have specialties in the following practice areas:

1. **Disaster Response and Recovery**
2. Project Management

B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM

3. Program Management
4. Wastewater Treatment
5. Water Treatment/Chemistry
6. Site Civil Engineering
7. Drainage
8. Structural Engineering
9. Mechanical Engineering
10. Hydraulics
11. Electrical Engineering
12. Instrumentation and Controls (I&C) Engineering
13. Computer Aided Design (CAD), including 2D, 3D, and Building Information Systems (BIM) designs
14. Geographic Information Systems (GIS)
15. Permitting, including Section 404 and 408
16. Hydrogeology



A more detailed listing of services Fairway can provide include the following:

1. **Emergency response and recovery.**
2. Project and program management services for municipal and industrial capital improvement projects.
3. Civil and mechanical engineering for water and wastewater pipelines, pump stations, and treatment facilities.
4. Design of chemical feed systems for water/wastewater treatment facilities
5. Hydrologic studies for design of drainage systems.
6. Site civil design for residential and commercial developments.
7. Roadway design/layout.
8. Structural design of water, wastewater treatment plants.
9. Structural design of residential and commercial buildings inclusive of reinforced concrete foundations, steel and timber framing, and concrete structures.
10. Structural design of structural steel platforms and framing systems for industrial applications.
11. Electrical and instrumentation and controls (I&C) engineering for buildings, water/wastewater, and industrial facilities.
12. Permitting for local, state, and federal agencies (including Section 404 and 408).
13. Development of 2D and 3D designs in AutoCAD, Civil 3D, Revit, Microstation software packages.
14. Hydrogeologic studies and designs for water production, deep injection, and aquifer storage and recovery wells (ASR).
15. Development of Opinions of Probable Construction Cost (OPCC).

PROPOSED TEAM FOR DEBRIS MONITORING AND MANAGEMENT

In response to the Request for Proposal (RFP) dated June 8, 2022 for the City of Mandeville Monitoring Services for Removal of Debris from Drainage and Sewer Systems, Fairway has assembled a team with extensive experience providing these services to public sector Clients in response to natural

B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM

disasters. Fairway will be supported for this project by PD Consulting, LLC and Trigon and Associates, LLC. Provided below is a brief overview of Fairway's teaming partners.

PD CONSULTING, LLC



PD Consulting provides various solutions for governmental, non-profit and other communities for grants management needed for processing and receiving funds from Federal and other governmental agencies. Their core structure allows the recipient agency to follow regulations required by funding agencies while maximizing its funding solutions. PD Consulting services allow the client to continue their day-to-day responsibilities while we function as an extension of staff for the additional work duties. PD Consulting's FEMA Disaster Grants Management capabilities include the

following:

1. Set up Force Account Labor system for reimbursement to local agency;
2. Review and Confirm Eligibility of Project Expenses for local agency;
3. Set Up Financial Accounts to Coincide with FEMA & State agencies;
4. Financial Documentation of Projects;
5. Track and Submit Reimbursement Requests on behalf of local agency;
6. Coordination of Payments between FEMA, State & Local agencies;
7. Project Reconciliations;

TRIGON ASSOCIATES, LLC



Trigon is a local woman-owned small business based here in New Orleans, which is a **certified Disadvantaged Business Enterprise (DBE)** that offers engineering, consulting and management services. Trigon's principals have over 110 years of combined experience covering a wide range of disaster management, public infrastructure, utilities and facility work, including roads and transportation systems, water, wastewater, drainage/storm water, water resources, buildings and facilities, and general civil engineering. This experience spans the full lifecycle of projects, from planning through design and construction, with significant experience in the management of diverse teams of consultants and contractors to successfully complete projects and programs of all sizes under budget and on time.

Trigon has earned a stellar reputation with clients for providing high-quality service due to our strict adherence to the company's guiding principles of Quality, Commitment and Client Service. This is demonstrated by the high rate of repeat business with clients and partner firms.



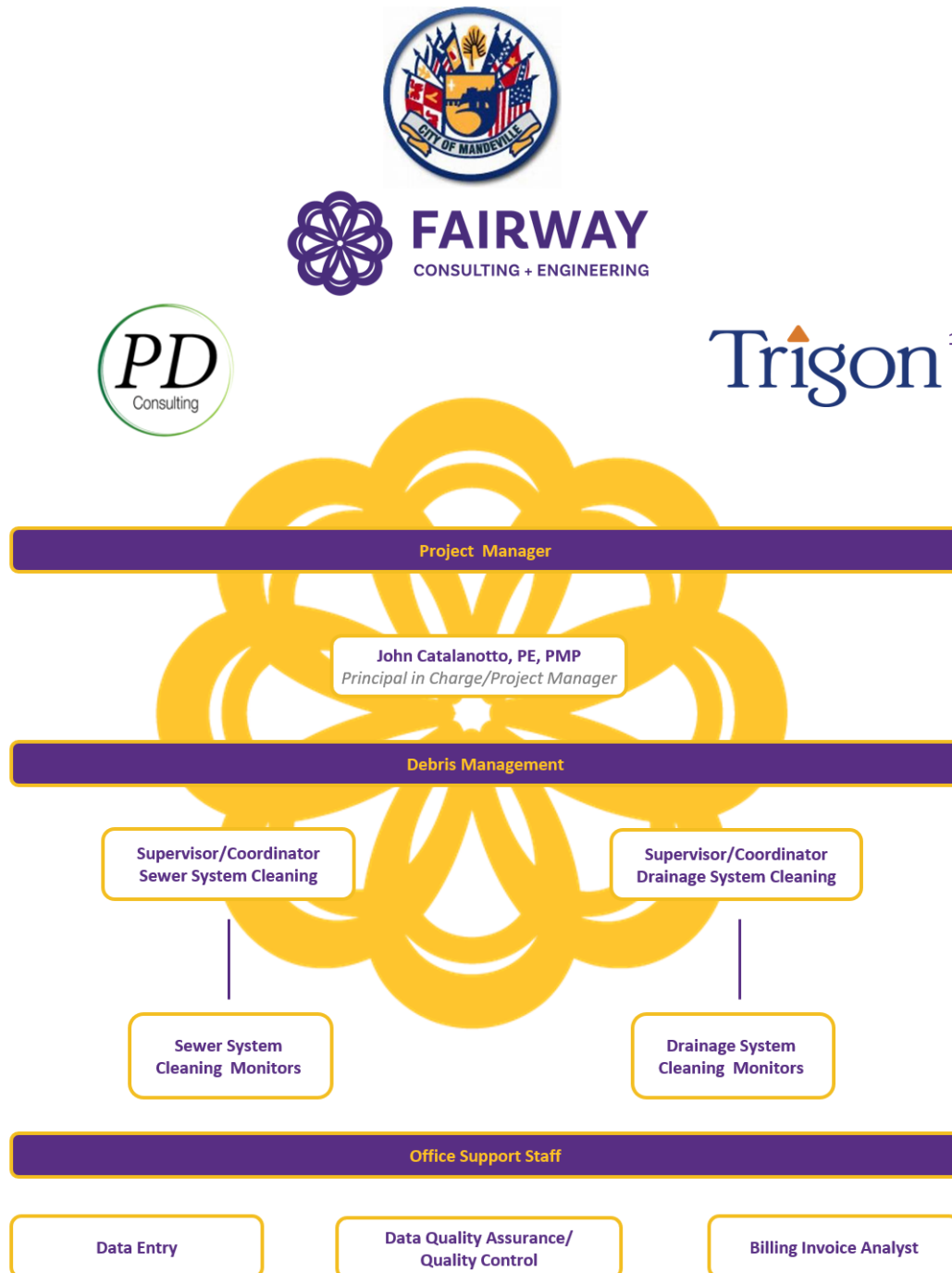
B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM

Though Trigon is only 12 years old as a firm, the company has quickly grown and been recognized as a leader among small businesses, as demonstrated by the many awards and recognition received over the past several years and being ranked highly by clients, even against national and international firms. This includes being recognized in 2013 and 2014 as a Best Firm to Work For among multidiscipline A/E services firms, where Trigon competed against large and small firms. Similarly, Trigon was recognized as a Best Places to Work in the New Orleans Metropolitan area four (4) times since 2012. Trigon was also named as one of America's Fastest-Growing Private Companies by Inc. magazine in 2017 and the Contractor of the Year by Louisiana Procurement Technical Assistance Center (LA PTAC) in 2017!

B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM



Provided below is an organizational chart proposed for the advertised solicitation. Following the Organizational Chart is a representative listing of projects that demonstrate our team's prior successful completion. Provided in Section C are resumes of proposed team members.



Note:

1. Trigon Associates is Fairway's DBE Partner for the project. Trigon is a local certified women-owned and also certified as a Disadvantaged Business Enterprise (DBE) as part of the State of Louisiana Unified Certification Program.

B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM



Mandeville Hurricane Ida Sewer and Storm Drain Debris Monitoring

Client: Mandeville, LA

Reference: Keith Lagrange, PE; (985) 624-3169

Project Award and Completion Date: 2021 (Award); 2021 (Completion)

Project Cost: \$375K (Capital)

Company Responsible: Fairway Consulting + Engineering, LLC

Fairway Consulting + Engineering, LLC was awarded an emergency project within a week of landfall of Hurricane Ida in September 2021. Fairway's scope of services included providing project management and field monitoring to remove storm debris within the City of Mandeville's stormwater and sewerage systems. The project was necessitated due to flood inundation from storm surge, as well as the presence of vegetative and construction and demolition (C&D) debris within the stormwater and sewerage systems. **Fairway mobilized a team of project managers and monitors within twenty-four (24) hours being awarded the project. In total, Fairway oversaw the cleaning of 30,000 linear feet of storm drain pipe, and 12,000 linear feet of sanitary sewer pipe. Approximately 615 tons of debris was removed from the drainage system.**

Additional tasks performed by Fairway included project management and monitoring for drainage system assessment. Through performance of the assessments, the City was able to collect data such as GPS coordinates, size, and material type of the drainage system. More importantly, the assessments provided photographic and video documentation of debris within drainage system. **This data was then analyzed by Fairway and determination made as to whether the debris present could be attributed to Hurricane Ida. In total, approximately 7,000 drainage assets were assessed over an approximately 4.5 square mile area within the City of Mandeville.**

Fairway is currently providing assistance to the City with applying for an obtaining reimbursement from the Federal Emergency Management Agency (FEMA).



B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM

Hurricane Ida Emergency Sewer Pump and Haul and Catch Basin Cleaning | St. Bernard Parish

Client: St. Bernard Parish

Reference: Donald R. Bourgeois, Jr.; 504-278-4314

Project Award and Completion Date: 2021 (Award); 2021 (Completion)

Project Cost: \$200,000

Company Responsible: PD Consulting

PD Consulting, is the Prime Firm responsible for oversight and monitoring of sewer pump and haul and emergency catch basin cleaning in the aftermath of Hurricane Ida. Services provided for the sewer pump and haul project were required due to loss of power to the Parishes sewer lift stations in an effort to maintain sewer service and prevent overflows in the collection system. On a daily basis, Monitors provided documentation to verify cleaning Contractor equipment, personnel, number of hours worked, and volume of wastewater hauled. In total, approximately 7.2M gallons were hauled.

For the emergency catch basin cleaning project, PD Consulting provided monitors to oversee emergency cleaning of storm debris from catch basins, manholes, and drainage pipes. Monitors provided documentation of pre- and post cleaning condition of the catch basins and manholes, and paperwork that captured the location of the drainage assets and quantity of catch basins and drainage pipes cleaned.



B. BACKGROUND QUALIFICATIONS OF PROPOSER'S FIRM

City of Slidell Hurricane Katrina Sanitary Sewer and Drainage System Cleaning

Client: City of Slidell

Reference: Mike Noto (CAO); 985-624-4270

Project Award and Completion Date: 2006 (Award); 2007 (Completion)

Project Cost: \$7,000,000

Company Responsible: Prior experience of Fairway Principal/Owner John A. Catalanotto

Fairway Principal/Owner Mr. John Catalanotto, as part of his experience with a previous employer, assisted the City of Slidell with oversight of cleaning of sewer lines, inspection of sewer lines via CCTV, and the development of rehabilitation methods for the restoration of the sewerage system. Over 506,000 linear feet (LF) of sewer lines were cleaned; over 6,000 LF of sewers were inspected via CCTV; repairs were identified and cost estimates were prepared.

Mr. Catalanotto also managed the debris removal and cleaning services to restore the storm drainage system to a functional state, including both subsurface pipes and surface drainage ditches. In all, Mr. Catalanotto assisted with the oversight of the cleaning of approximately 4,200 catch basins and drainage manholes; 230,000 LF of surface drainage ditches; and 370,000 LF of subsurface drainage pipes.



B. BACKGROUND AND QUALIFICATIONS OF PROPOSER'S FIRM

Hurricane Ida Pre-Positioned Debris Monitoring | St. Tammany Parish & Terrebonne Parish

Client: St. Tammany Parish and Terrebonne Parish

Reference: Gina Hayes (St. Tammany Parish) - 985-898-2362; Clay Naquin (Terrebonne Parish); (985) 868-5050

Project Award and Completion Date: 2021 (Award); 2021 (Completion)

Project Cost: Unknown

Company Responsible: PD Consulting

PD Consulting, as a subconsultant to the Prime Firm, was awarded a pre-positioned debris monitoring contract for St. Tammany and Terrebonne Parishes. Responsibilities included providing monitors to perform the following:

- Certify debris removal trucks
- Determined debris load volumes
- Prepared load tickets
- Monitored disposal sites
- Documented total debris volume removed
- Provided daily documentation debris removal operations

Oversight/monitoring services are being performed in accordance with FEMA established standards to ensure that all work is reimbursable through FEMA Public Assistance.



B. BACKGROUND QUALIFICATIONS OF PROPOSER'S FIRM

Livingston Parish Sheriff's Office FEMA Disaster #4277 Recovery | Livingston Parish, LA

Client: Livingston Parish Sheriff's Office

Reference: Sheriff Jason Ard; (985) 448-2111

Project Award and Completion Date: 2016 (Award); 2018 (Completion)

Project Cost: \$5M

Company Responsible: PD Consulting

FEMA Coordinator for grant management assistance for all Sheriff's Office's damaged facilities following the August 2016 flood. Work includes damage assessment and documentation of permanent facilities including the helicopter hanger, shooting ranges and 911 center; Project Worksheet development; FEMA grant management; and design for roadway, water, sewer and electrical site improvements to provide installation of temporary housing for 50 staff and families. Worked also included collection of documentation for category B expenses, force account labor and equipment, damaged vehicles, donated resources, document recovery, and ammo storage.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

John A. Catalanotto, PE, PMP

Fairway Consulting and Engineering, LLC | President

EDUCATION:

Bachelor of Science, Civil Engineering, Louisiana State University, 2003

YEARS OF EXPERIENCE:

With firm: 2 Total Experience: 17

LICENSES/CERTIFICATIONS:

2008, Civil Engineer, Louisiana, PE 33918

2016, Project Management Professional, PMP 155558

Proposed Project Role: Principal in Charge/Project Manager

Mr. John Catalanotto has nearly twenty (20) years of experience in project management, detailed design, construction management, and field operations. Throughout his career, Mr. Catalanotto has fulfilled the role of Principal-in-Charge, Project Manager, and Project Engineer, and Lead Engineer for numerous civil, structural, environmental (wet infrastructure – water & wastewater), roadway, and oil and gas projects with capital costs ranging from \$10,000 to \$2.3 billion.

He has managed inspectors providing quality assurance services for the removal of storm related debris in the City of New Orleans and Jefferson Parish following the aftermath of Hurricane Katrina. Mr. Catalanotto worked closely with the United States Army Corps of Engineers (USACE) New Orleans District and the public in the execution of these tasks. Additionally, Mr. Catalanotto supported the City of Mandeville with oversight of debris removal from the City storm drains and sewer system that was flooded during Hurricane Ida. He has provided exceptional services to the Louisiana agencies of the New Orleans Sewerage & Water Board, City of New Orleans, and USACE New Orleans District.

Additionally, Mr. Catalanotto has expertise with providing consulting services for both private and public (State, Local, Federal) agencies, the majority of which are within southeast Louisiana, and on the Northshore of Lake Pontchartrain. Most notably within the wet infrastructure sector, Mr. Catalanotto has executed projects to rehabilitate thousands of feet of sewage collection system pipelines and water distribution system extensions, renewal, and replacements. Mr. Catalanotto has also developed designs to rehabilitate more than forty (40) sewage pump stations. He has performed evaluations and designed expansions to water and wastewater treatment plants ranging in size from 3 MGD to 200 MGD.

Principal, Hurricane Ida Drainage and Sewer Debris Monitoring, Mandeville, Louisiana

Mr. Catalanotto is the principal in charge for debris monitoring services for drainage and sewer system cleaning. This project includes the oversight and management of cleaning contractor responsible for the removal of storm debris from the drainage and sewer system that was flooded due to Hurricane Ida in August/September 2021. The project encompassed an approximately 0.5 square mile area of the City on the Lakeshore of Lake Pontchartrain.

Lead Engineer, Claiborne West Park Damage Assessments, Orange, Texas

Mr. Catalanotto was the lead engineer for the project that included providing assistance to Orange County, Texas with developing a Section 428 (Alternate Projects) application to the Federal Emergency Management





C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Agency (FEMA). The application was necessary in order to repair park facilities impacted during Hurricane Harvey in August/September 2017. The parks Administration Building, Restroom Pavilion's (#1 through #3), Picnic Shelters, Bridges, Baseball Dugouts, and Amphitheater were damaged due to inundation of approximately 7-feet of flood waters. Mr. Catalanotto performed additional damage inspections to the facilities, developed cost estimates, and conceptual designs. Damage inspections were performed for civil, electrical, and structural features at the damaged facilities.

Lead Engineer, Mauriceville Sheriff's Office and Substation Damage Assessments, Orange, Texas

Mr. Catalanotto assisted Orange County, Texas with review and development of damage assessments for a 1,900 square foot single story building. The building was inundated with approximately 12-inches of flood water during Hurricane Harvey in August/September 2017. Mr. Catalanotto developed repair scopes of work and cost estimates utilizing the Federal Emergency Management Agency (FEMA) Cost Estimating Form (CEF). Additionally, preliminary drawings were developed for the repairs, as well as developing Hazard Mitigation Plans to elevate the building.

Field Operations, Quality Assurance Inspection Services for Debris Removal, United States Army Corps of Engineers New Orleans District, New Orleans, LA, September 2005 – December 2005.

Mr. Catalanotto managed quality assurance (QA) monitors for the USACE for the removal of debris in Orleans Parish due to Hurricane Katrina. His specific responsibilities included assistance with field activities for the project, interaction with the clients' representatives, as well as federal, state and local authorities in the field, daily interaction with the client's prime contractor to identify debris removal crew locations and assess resource needs, scheduling and oversight of QA monitors, addressing complaints and inquiries from residents and subcontractors, and resolving disputes between subcontractors and QA monitors.

Resident Engineer, Post-Katrina Sanitary Sewer System Cleaning, City of Slidell, Louisiana.

Mr. Catalanotto performed various tasks associated with bringing the sewerage pumping and collection systems to functional status as a result of damage caused by Hurricane Katrina. Job functions included planning and coordinating cleaning and CCTV inspection work with multiple subcontractors on a daily basis, supervising approximately twenty (20) field personnel, verifying that work was performed correctly, and ensuring that inspection reports and project documentation were complete and accurate. He performed the review of CCTV tapes to identify defects resulting from the hurricane and assisted the client in generating repair work orders to issue to construction contractors, as well as scopes of work and cost estimates for Project Worksheets.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

David Martin, PE

Fairway Consulting and Engineering, LLC | Project Manager

EDUCATION:

Bachelor of Science in Civil Engineering, 2008, Louisiana State University

YEARS OF EXPERIENCE:

With firm: <1 Total Experience: 16

LICENSES/CERTIFICATIONS:

Registered Professional Engineer, Louisiana, No. 37832 (2013)

Registered Professional Engineer, Mississippi, No. 25768 (2014)

Registered Professional Engineer, Texas, No. 116461 (2014)

Proposed Project Role: Project Manager

Mr. Martin is a licensed professional engineer in Louisiana, Texas, and Mississippi and has nearly fifteen (15) years of experience in multi - disciplinary engineering and construction projects. Mr. Martin has provided design, bid phase, construction administration and closeout services for a wide variety of roadway, water, wastewater, structural, and transportation projects for federally funded, state funded, and locally funded projects. Mr. Martin is also well - versed in the capital and operational demands of local municipal entities, having served in the position of Chief Engineer for the Orleans Parish Lakefront Management Authority.

Churchill Downs Incorporated (CDI) New Orleans Fairgrounds Stables Waste Water Pumping, New Orleans, Louisiana

Assisted in the evaluation of the methodology of dewatering of the Fairground stable area to minimize the discharge of stormwater runoff contaminated by animal waste to the Sewerage and Water Board Sewerage and Drainage Systems. Completed draw down tests and assisted in the development of a strategy to comply with SWBNO Administrative Order. Completed 2021.

Lakefront Airport Comprehensive Drainage Improvements, Lakefront Airport, New Orleans, Louisiana

Oversaw and served as technical advisor to the Aviation Director for an ambitious drainage project which will substantially replace Lakefront Airport's drainage system with a new drainage system designed to have the dual ability to discharge to either the Sewerage and Water Board of New Orleans or Lake Pontchartrain via a 400 cubic foot per second drainage pumping station. Improvements will greatly improve the airport's resiliency and ability to quickly reopen after a flood event. Assisted the Airport Director in managing the contract and serving as technical lead for the Authority. Preliminary design is complete and final design is expected to be funded by the Federal Aviation Authority.

North Hullen Drainage Improvements, West Esplanade Avenue to Lake, Jefferson Parish, Louisiana

Developed the design of drainage improvements to replace undersized trunk drainage lines under North Hullen Street on the Lake Side of West Esplanade Avenue. The project required relocation of utilities and extensive traffic control coordination to reduce impact of construction on traffic near Causeway Boulevard and Severn Avenue. The project was successfully bid and is currently under construction.

Bayou Segnette Drainage Pump Station Improvements, Jefferson Parish, Louisiana

Provided engineering services for proposed improvements to the Bayou Segnette Drainage Pump Station No. 1. Improvements to the existing pump station will include the construction of a catwalk system to connect the pump station building to the proposed new access bridge; demolition of the existing stationary bar racks upstream; construction of a new "Waskey" type bridge; installation of catenary type mechanical trash rack



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

system; and required electrical and control facilities to support proposed improvements. Responsible for overall project management and design of all elements related to the mechanical trash rack system. Serving as the project manager.

Rehabilitation of the Harvey Wastewater Treatment Plant, Department of Sewerage, Jefferson Parish, Louisiana

Provided design, bidding, and construction administration services for the construction improvements at the existing Harvey Wastewater Treatment Plant including construction of a new 107-foot diameter elevated trickling filter and rehabilitation of the existing trickling filter pump station. Provided mechanical design of the new filter, yard piping modifications, site work, and overall project management. The new trickling filter was designed to treat up to 28 million gallons per day of sewage and contains over 108,000 cubic feet of polypropylene "random dump" type media and includes a 107" diameter hydraulically driven or "reaction-type" rotary distributor. Provided mechanical design of the new filter and rotary distributor, design of yard piping modifications and site work, and participated in construction administration of the project.

Comprehensive Water System Rehabilitation, Town of St. Joseph, Louisiana

Provided design, bid phase, and construction administration services for this fast-tracked project funded by State of Louisiana Capital Outlay Program funds. Developed plans and specifications for a comprehensive replacement of the town's water distribution system, including new pipelines, meters, fire hydrants, and other ancillary improvements. Was also retained by the Town to provide design and construction administration services for five separate construction projects at the water treatment plant to provide the Town with a completely rehabilitated water treatment facility. Work at the plant included a new ductile iron and manganese pressure filter, a new activated iron solids precipitation system, new wells, rehabilitation of the existing iron and manganese pressure filter, and the complete assembly and startup of the plant. Served as the project manager for all phases. Construction of the project was recently completed and the Emergency Declaration in St. Joseph has been lifted. This project was awarded a 2019 "Excellence in Engineering" award by ACEC – L.

Improvements to the Terrace Avenue Wastewater Treatment Plan, Slidell, Louisiana

Provided engineering design services to implement mechanical, structural, and process improvements at the City's existing Terrace Avenue WWTP. The plant has an average daily flow of approximately 4.0 MGD and a peak hydraulic capacity of 15 MGD. Facilities and processes to be addressed include the headworks, grit removal system, primary clarifiers, secondary clarifiers, chlorination facility, spray water system, return activated sludge pump station, waste activated pump station, and in-house station. Prepared construction cost opinions and prepared an application for funding for future improvements through the EPA/LDEQ Clean Water State Revolving Loan Fund which was accepted for funding by LDEQ and EPA. Serving as the project manager and principal in charge.

City of New Orleans Joint Infrastructure Recovery Request (JIRR) Projects RR174/RR175, City of New Orleans, Louisiana

Completed the preliminary design of roadway repairs for this FEMA – funded City project in the upper Ninth Ward of the City of New Orleans. Project includes the replacement of existing composite and asphalt concrete streets without trunkline drainage with new asphalt concrete streets with concrete curb and gutter bottom with new drainage. Managed contract with the City.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Matthew Loker, EI

Fairway Consulting and Engineering, LLC | Assistant Project Manager

EDUCATION:

Bachelor of Science, Civil Engineering, Louisiana State University, 2020

YEARS OF EXPERIENCE:

With firm: 2 Total Experience: 2

LICENSES/CERTIFICATIONS:

2020, Engineer Intern, Louisiana, 34487

Proposed Project Role: Assistant Project Manager

Mr. Loker is a Civil Engineer intern and recently passed his professional engineers exam in April 2022. Matt will obtain licensure in May of 2024. Since joining Fairway, Mr. Loker has worked on a variety of general civil engineering projects, but more recently he has taken a lead role with public sector water/wastewater infrastructure projects. Mr. Loker's experience in public sector water/wastewater projects has included rehabilitation of gravity sewer system pipe, replacement and installation of new water mains, and hydraulic analysis/design of wastewater pump stations. Mr. Loker also took a lead role during an asset management program for Tammany Utilities that included documentation of existing assets and replacement cost for over one-hundred and twenty-five lift stations and water wells.

Project Manager, Hurricane Ida Drainage and Sewer Debris Monitoring, Mandeville, Louisiana

Mr. Loker is the Project Manager for debris monitoring services for drainage and sewer system cleaning. This project includes the oversight and management of cleaning contractor responsible for the removal of storm debris from the drainage and sewer system that was flooded due to Hurricane Ida in August/September 2021. The project encompassed an approximately 0.5 square mile area of the City on the Lakeshore of Lake Pontchartrain.

Civil Engineer, Interim Measures 2 at Bien Hoa Airbase, Bien Hoa, Dong Nai, Vietnam

Mr. Loker was a Civil Engineer for the Interim Measures 2 (IM2) environmental remediation project at the Bien Hoa airbase in Vietnam. The projects goal was to cleanup and store Dioxin (Agent Orange) contaminated soil and sediment from the Vietnam War. In total, two storage areas were designed. One storage area was designed to store 300,000 m³ (10.5M ft³) of low concentration contaminated material. The second storage area was designed to store 21,000 m³ (68,000 ft³) of high concentration contaminated material. The low concentration storage facility was designed as an earthen berm containment structure approximately 1,000m (3,200 ft) in length. The high concentration storage area was designed as a combination earthen berm with pre-cast concrete block containment structure approximately 400 meters (1,300 ft) in length. The project also required the design of stormwater management systems consisting of 680 m (2,230 ft) of concrete lined ditches and culverts. Lastly, the project included the design of the replacement for three (3) existing roadways and one (1) new roadway.

Associate Civil Engineer, Town Center Water Well, Slidell, Louisiana

Mr. Loker provided assistance with interdisciplinary coordination for the design of a 1,500 gpm water production well in Slidell, Louisiana. The project includes development of a 100 ft by 100 ft site (including





C. QUALIFICATIONS OF ASSIGNED PERSONNEL

paving, grading, drainage), a 1,000 feet of access road, and 1,500 feet of 12 in. and 16 in. water main including a portion that crossed interstate 10. Mr. Loker also assisted with preparation of LDH and DOTD permit applications.

Associate Civil Engineer, Raw Sugar Warehouse, Louisiana Sugar Refinery, Gramercy, Louisiana

Mr. Loker assisted with the pre-pour inspections and development inspection reports for the construction of an 80,000 square foot pre-engineered metal building at the Louisiana Sugar Refinery (LSR) in Gramercy, Louisiana. The building will be used to support raw sugar prior to refining. The raw sugar will be stored to heights of between 35 and 40 feet with a maximum slab loading of approximately 1,900 pounds per square foot at the center of the building. The slab design was a combination of both deep and shallow foundations. The deep foundations were placed on the exterior of the building and consisted of 55-foot Class B (8" tip, 12" butt) timber piles. Each column had a pile cluster consisting of three (3) timber piles. The interior of the slab has an 18-inch crown and consisted of a "waffle" design with 2-ft by 2.5-ft grade beams.

Civil Engineer | Pearl River 5.5 Acre Conceptual Site Plan, Pearl River, Louisiana

Mr. Loker assisted with the development of a conceptual site plan for a multi-family development on a 5.5-acre site in Pearl River, Louisiana. To develop the plan, Mr. Loker researched the requirements for St. Tammany Parish Codes and Ordinances for A-7 Zoning of the site. The site plan included the layout of five (5) two-story buildings, parking lots, green space, and walking paths.

Civil Engineer | Lureline Dr. I/I Repairs, Covington, Louisiana

Mr. Loker was a Civil Engineer for the Lureline Dr. I/I Repairs Project. The City of Covington had previously established an Inflow and Infiltration (I&I) program that included performance of a Sewer System Evaluation Survey (SSES) in 2020. The data obtained in the SSES as well as additional data from the Lureline Drive Project were utilized to prepare bid documents (plans and specifications) to rehabilitate the existing sanitary sewer system with the intent of reducing I&I into the system. The project included the rehabilitation of six (6) gravity sewer mains as well as twelve (12) service laterals. The gravity mainline repairs will consist of point repairs and Cured-in-Place-Pipe (CIPP) lining, and the service lateral pipe repairs will include service repairs, CIPP lining, and lateral reinstatements.

Civil Engineer | City of Covington FY 2020 I/I Repairs, Covington, Louisiana

Mr. Loker was a Civil Engineer for the City of Covington FY 2020 I/I Repairs Project. The City of Covington had previously established an Inflow and Infiltration (I&I) program that included performance of a Sewer System Evaluation Survey (SSES) in 2020. The data obtained in the SSES as well as additional data from the FY 20/20 program were utilized to prepare bid documents (plans and specifications) to rehabilitate the existing sanitary sewer system with the intent of reducing I&I into the system. The project included the rehabilitation of twenty (20) gravity sewer mains as well as sixty-nine (69) service laterals. Approximately 2,200 feet of gravity mainline was designated for repairs, which consisted of point repairs and Cured-in-Place-Pipe (CIPP) lining of 8", 10", 12", and 15" in pipe. The service lateral pipe repairs will include service repairs, CIPP lining, and lateral reinstatements.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Dustin Silbernagel, PE

Fairway Consulting and Engineering, LLC | Associate Civil Engineer

EDUCATION:

Associates of Applied Science, Industrial Technology, Southeastern Louisiana University, 2003
Bachelor of Science, Civil Engineering, University of New Orleans, 2013

YEARS OF EXPERIENCE:

With firm: 2 Total Experience: 16

LICENSES/CERTIFICATIONS:

2017, Civil Engineer, Louisiana, 41909

Proposed Project Role: Civil Engineer

Mr. Silbernagel has over fifteen (15) years of experience the majority of which is in St. Tammany Parish. Over this timeframe he's fulfilled the role of project manager, lead civil engineer, and lead designer for a wide range of residential and commercial developments within St. Tammany Parish. In these roles, he's designed numerous roadways, drainage systems (open ditch, subsurface, ponds), and utility systems.

Associate Civil Engineer, Town Center Water Well, Slidell, Louisiana

Mr. Silbernagel is the lead Civil Engineer for the project that involves providing design, bidding, construction administration, record drawing and supplemental services for a new water well in the Town Center area of Slidell. In this role, Mr. Silbernagel developed the site civil design (paving, grading, drainage) for the 100 ft by 100 ft well site, designed 1,000 feet of access road, and 1,500 feet of 12 in. and 16 in. water main including a portion that crossed interstate 10. Mr. Silbernagel will also assist with permitting the project through Louisiana Department of Health (LDH) and the Department of Transportation and Development (DOTD).

Civil Engineer, Interim Measures 2 at Bien Hoa Airbase, Bien Hoa, Dong Nai, Vietnam

Mr. Silbernagel was the Civil Engineer for the Interim Measures 2 (IM2) environmental remediation project at the Bien Hoa airbase in Vietnam. The project's goal was to cleanup and store Dioxin (Agent Orange) contaminated soil and sediment from the Vietnam War. In total, two storage areas were designed. One storage area was designed to store 300,000 m³ (10.5M ft³) of low concentration contaminated material. The second storage area was designed to store 21,000 m³ (68,000 ft³) of high concentration contaminated material. The low concentration storage facility was designed as an earthen berm containment structure approximately 1,000m (3,200 ft) in length. The high concentration storage area was designed as a combination earthen berm with pre-cast concrete block containment structure approximately 400 meters (1,300 ft) in length. The project also required the design of stormwater management systems consisting of 680 m (2,230 ft) of concrete lined ditches and culverts. Lastly, the project included the design of the replacement for three (3) existing roadways and one (1) new roadway.

St. Tammany Parish Mosquito Abatement Facility Expansion, St. Tammany Parish Mosquito Abatement, Slidell, Louisiana

Mr. Silbernagel is the lead civil engineer responsible for civil improvements associated with an expansion of the St. Tammany Parish Mosquito Abatement facility located off Airport Road in Slidell, Louisiana. In this role,





C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Mr. Silbernagel designed all site civil improvements for the 3-acre site inclusive of paving, grading, drainage, and utilities. The improvements are required in order to accommodate the construction of a new 27,000 square foot truck garage, and an expansion to an existing building. Drainage improvements are anticipated to include new subsurface infrastructure as well as an expansion of the existing on-site detention pond. Drainage design criteria includes reducing pre-developed versus post-developed site by 25% for a 2- and 24-hour duration for a 10, 25, 50, and 100-year storm event.

Ruth Garrett Way at Fremaux Town Center, Stirling Properties, Slidell, Louisiana

Mr. Silbernagel was the lead civil engineer and designer for the Ruth Garrett Way within the Fremaux Town Center Development in Slidell, Louisiana. Ruth Garrett way consists of a 2-lane, 24-foot wide connector road between Town Center Parkway and Bill Garrett Road (I-10 service road) totaling approximately 1,100-feet. Mr. Silbernagel designed the concrete road section, subsurface reinforced concrete pipe (RCP) drainage pipelines, water distribution, wastewater collection, pump station, and force main systems. The roadway layout was designed to maximize site/lot efficiencies and expansion of up to 4-lanes with a center median. Mr. Silbernagel also designed water quality ponds associated with the road in accordance with City of Slidell requirements. The water quality ponds allow filtering of the first ½-inch of storm water during a rain event.

Fremaux Town Center, Stirling Properties, Slidell, Louisiana

Mr. Silbernagel fulfilled various roles consisting of lead CAD designer, assistant project manager, and project manager for the development of the 350 acre mixed-use Fremaux Town Center Development. The development includes 640,000 square feet of retail shops. The site and design was developed into two phases. Mr. Silbernagel's responsibilities included design of modifications to two (2) existing roundabouts and the design of two (2) new 1-lane roundabouts. Mr. Silbernagel was responsible for the lot layout, design of asphalt with concrete curb parking lots. He also assisted in the design of the subsurface drainage infrastructure and water quality storage ponds.

Resource Bank Civil/Green Infrastructure Design, New Orleans, Louisiana

Mr. Silbernagel was the Lead Civil Engineer for this project, which included the design of the site civil features for an approximately 1-acre site in New Orleans, Louisiana. Fairway's scope of work included all civil site features including pervious and impervious paving, sidewalks, utilities, erosion/sediment control, etc. Green Infrastructure design for the site was also designed by Fairway and includes pervious pavement (Power Block Permeable Pavers) to detain the first 1.25-inches of stormwater generated on-site. Pre-treatment of the first 1.25 inches of site stormwater will be accomplished by a bioretention system (FocalPoint) before being discharged off-site.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Tiffany Brauner, M.Ed.

Fairway Consulting and Engineering, LLC | Administrative Assistant/Office Manager

EDUCATION:

Bachelor of Science, Human Movement and Health Promotion, University of New Orleans, 2003
Master of Education, Exercise Physiology, University of New Orleans, 2006

YEARS OF EXPERIENCE:

With firm: 2 Total Experience: 2

LICENSES/CERTIFICATIONS:

Proposed Project Role: Project Administrator

Mrs. Brauner recently joined Fairway following a greater than seventeen (17) year career in health care. Mrs. Brauner is the general office management and administration for Fairway. She has also provided support with document control and management for several ongoing design and construction projects.

Lead Administrator/Data Analyst, Hurricane Ida Drainage and Sewer Debris Monitoring, Mandeville, Louisiana

Mrs. Brauner is the Lead Administrator/Data Analyst for debris monitoring services for drainage and sewer system cleaning. This project includes the oversight and management of cleaning contractor responsible for the removal of storm debris from the drainage and sewer system that was flooded due to Hurricane Ida in August/September 2021. The project encompassed an approximately 0.5 square mile area of the City on the Lakeshore of Lake Pontchartrain.

Slidell Town Center Water Well Design, Slidell, Louisiana

Mrs. Brauner provided assistance during the design of a 1,500 gpm water production well in Slidell, Louisiana. The project includes development of a 100 ft by 100 ft site (including paving, grading, drainage), a 1,000 feet of access road, and 1,500 feet of 12 in. and 16 in. water main including a portion that crossed interstate 10.

Raw Sugar Warehouse, Louisiana Sugar Refinery, Gramercy, Louisiana

Mrs. Brauner provided assistance during the construction phase with the development of site inspection reports for pre-pour inspections for the construction of an 80,000 square foot pre-engineered metal building at the Louisiana Sugar Refinery (LSR) in Gramercy, Louisiana. The building will be used to support raw sugar prior to refining. The raw sugar will be stored to heights of between 35 and 40 feet with a maximum slab loading of approximately 1,900 pounds per square foot at the center of the building. The slab design was a combination of both deep and shallow foundations. The deep foundations were placed on the exterior of the building and consisted of 55-foot Class B (8" tip, 12" butt) timber piles. Each column had a pile cluster consisting of three (3) timber piles. The interior of the slab has an 18-inch crown and consisted of a "waffle" design with 2-ft by 2.5-ft grade beams.

Abney Elementary, St. Tammany Parish School Board, Slidell, Louisiana.

Mrs. Brauner is fulfilling the role of project administrator during the construction phase of an expansion the Early Childhood Center at Abney Elementary in Slidell. The project includes two new 1,700 square foot timber framed classroom buildings, as well as site civil improvements. Mrs. Brauner has provided document control support for Contractor Request for Information (RFI) and shop drawings.

Lureline Dr. I/I Repairs, Covington, Louisiana





C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Mrs. Brauner was the Administrator for the Lureline Dr. I/I Repairs Project. The City of Covington had previously established an Inflow and Infiltration (I&I) program that included performance of a Sewer System Evaluation Survey (SSES) in 2020. The data obtained in the SSES as well as additional data from the Lureline Drive Project were utilized to prepare bid documents (plans and specifications) to rehabilitate the existing sanitary sewer system with the intent of reducing I&I into the system. The project included the rehabilitation of six (6) gravity sewer mains as well as twelve (12) service laterals. The gravity mainline repairs will consist of point repairs and Cured-in-Place-Pipe (CIPP) lining, and the service lateral pipe repairs will include service repairs, CIPP lining, and lateral reinstatements.

City of Covington FY 2020 I/I Repairs, Covington, Louisiana

Mrs. Brauner was the Administrator for the City of Covington FY 2020 I/I Repairs Project. The City of Covington had previously established an Inflow and Infiltration (I&I) program that included performance of a Sewer System Evaluation Survey (SSES) in 2020. The data obtained in the SSES as well as additional data from the FY 20/20 program were utilized to prepare bid documents (plans and specifications) to rehabilitate the existing sanitary sewer system with the intent of reducing I&I into the system. The project included the rehabilitation of twenty (20) gravity sewer mains as well as sixty-nine (69) service laterals. Approximately 2,200 feet of gravity mainline was designated for repairs, which consisted of point repairs and Cured-in-Place-Pipe (CIPP) lining of 8", 10", 12", and 15" in pipe. The service lateral pipe repairs will include service repairs, CIPP lining, and lateral reinstatements.

Mandeville Storm Drain Cleaning, Mandeville, Louisiana

Mrs. Brauner served as Project Administrator for this project. Fairway mobilized a team of project managers and monitors within twenty-four (24) hours being awarded the project. In total, Fairway oversaw the cleaning of 30,000 linear feet of storm drainpipe, and 12,000 linear feet of sanitary sewer pipe. Approximately 615 tons of debris was removed from the drainage system. Tasks performed by Fairway included project management and monitoring for drainage system assessment. Through performance of the assessments, the City was able to collect data such as GPS coordinates, size, and material type of the drainage system. More importantly, the assessments provided photographic and video documentation of the amount of debris within drainage system. This data was then analyzed by Fairway and determination made as to whether the debris present could be attributed to Hurricane Ida. In total, approximately 7,000 drainage assets were assessed over an approximately 4.5 square mile area within the City of Mandeville.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

David Jenkins

Fairway Consulting and Engineering, LLC | Engineer Intern

EDUCATION:

Certificate of Technical Studies in Drafting, 2020, Northshore Technical

YEARS OF EXPERIENCE:

With firm: >1 Total Experience: >1

LICENSES/CERTIFICATIONS:

Proposed Project Role: Design/Drafting

Mr. Jenkins recently joined Fairway as an entry level design/drafter. Prior to joining Fairway, Mr. Jenkins provided design drafting services for primarily mechanical and plumbing facility projects. Mr. Jenkins is well versed in AutoCAD Civil 3D and has provided support to Fairway Project Managers for general civil engineering projects inclusive of public sector water/wastewater and stormwater designs.

Golden Glen Water System Replacement, Mandeville, Louisiana

Mr. Jenkins provided drafting and Design support for the the Golden Glen Subdivision project, located in Mandeville, Louisiana. The existing water system is primarily constructed of asbestos concrete (AC) pipe and the system has surpassed its useful design life. Mr. Jenkins assisted with the preparation design drawings, including plan and profiles, to replace the existing water mains, hydrants, valves, and services. Mr. Jenkins also assisted with preparing the design for roadway rehabilitation for sections of pavement that require removal due to installation of new water system features. In total, the project includes installation of approximately 12,000 linear feet of water main, thirty (30) hydrants, and forty (40) isolation valves will be installed. The project will require close coordination with City Public Works Staff and permitting through the Louisiana Department of Health (LDH).

St. Tammany Health Systems Ambulatory Surgery Center Lift Station and Force Main, Covington, Louisiana

Mr. Jenkins provided design and drafting support for the development of an approximately twenty (20) acre site for a new Ambulatory Surgery Center (ASC) for St. Tammany Parish Health Systems (STHS). The project is located on Bootlegger Road (Hwy. 1085) adjacent to and behind the existing STHS Outpatient Pavilion (OPP). Mr. Jenkins assisted with the design of all site paving, grading, drainage, and utilities.

The utility system design includes the decommissioning of an existing package extended aeration treatment plant for the OPP, and the design of a new lift station and force main. The lift station is sized to have sufficient capacity for the OPP, ASC, and a future medical office building, and is anticipated to be a duplex submersible lift station. The lift station will be for and obtaining an engineering permit from the Louisiana Department of Health (LDH).

Resource Bank Civil/Green Infrastructure Design, New Orleans, Louisiana

Mr. Jenkins provided design and drafting support for the design of the site civil features for an approximately 1-acre site in New Orleans, Louisiana. Fairway's scope of work included all civil site features including pervious and impervious paving, sidewalks, utilities, erosion/sediment control, etc. Green Infrastructure design for the site was also designed by Fairway and includes pervious pavement (Power Block Permeable Pavers) to detain



C. QUALIFICATIONS OF ASSIGNED PERSONNEL



the first 1.25-inches of stormwater generated on-site. Pre-treatment of the first 1.25 inches of site stormwater will be accomplished by a bioretention system (FocalPoint) before being discharged off-site.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Ogista Njie

Fairway Consulting and Engineering, LLC | Debris Monitor

EDUCATION:

Harbor Occasionally Center, Graphic Arts, Certificate
Los Angeles Community College, General Education
Lawson School of Nursing, Certificate

YEARS OF EXPERIENCE:

With firm: <1 Total Experience: <1

LICENSES/CERTIFICATIONS:

Proposed Project Role: Debris Monitoring

Mr. Njie has provided resident inspection services for Fairway for various sewer rehabilitation, emergency response, and drainage and sewerage system cleaning and evaluation projects. Prior to joining Fairway, Mr. Njie fulfilled the role of foreman and superintendent on gravity sewer rehabilitation projects for projects within the Sewerage and Water Board's (SWB) Sewer System Evaluation and Rehabilitation (SSERP) Program.

**Mandeville Storm Drain Cleaning
Mandeville, LA**

Mr. Njie served as Debris Monitor for this project for the project that included the cleaning of 30,000 linear feet of storm drainpipe, and 12,000 linear feet of sanitary sewer pipe. Approximately 615 tons of debris was removed from the drainage system. Additionally, Mr. Njie worked on Through performance of the assessments, the City was able to collect data such as GPS coordinates, size, and material type of the drainage system. More importantly, the assessments provided photographic and video documentation of the amount of debris within drainage system. This data was then analyzed by Fairway and determination made as to whether the debris present could be attributed to Hurricane Ida. In total, approximately 7,000 drainage assets were assessed over an approximately 4.5 square mile area within the City of Mandeville.

**City of Covington FY 2020 I/I Repairs,
Covington, Louisiana**

Mr. Njie served as the Resident Inspector for the project with the City of Covington that included the rehabilitation of twenty-six (26) gravity sewer mains as well as one hundred twelve (112) service laterals. Approximately 7,000 feet of gravity mainline was designated for repairs, which consisted of point repairs and Cured-in-Place-Pipe (CIPP) lining of 8", 10", 12", and 15" in pipe. The service lateral pipe repairs will include service repairs, CIPP lining, and lateral reinstatements. Local roadway restoration are performed where open cut techniques are necessary.





C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Steve Price

PD Consulting | Technical Advisor

EDUCATION:

University of New Orleans, BS Business Administration
Florida Atlantic University, MS Public Administration

YEARS OF EXPERIENCE:

With firm: 5 Total Experience: 32

LICENSES/CERTIFICATIONS:

FEMA Certification IS- 00230.dDHS OIG Audits
FEMA/Client Manager

Proposed Project Role: Client Manager

Mr. Steve Price has 32 years of experience in program management and administration of large public programs. He has been responsible for annual fiscal budgets exceeding \$55M. Steve's experience includes operations, finance, construction, property maintenance, risk and insurance, records maintenance, building code enforcement and business development.

Client Service Manager, Administrative/Program Management Assistance, St. Bernard Parish, Louisiana

Steve served as client service manager responsible for providing grant administration and PW management assistance to St Bernard Parish for more than \$600M in FEMA funded repair work for damaged water systems, sewer systems, drainage systems, roadways, parks and public buildings.

Client Service Manager, St Bernard Port Harbor & Terminal District, St. Bernard Parish, LA. Approx. \$20,000 | 2020-current

Grants Management for response to the COVID-19 disaster. Responsible for processing and applying for FEMA Reimbursements related to purchases of emergency labor and materials and Port force account labor. Upload and Coordinate reimbursement requests and eligibility for payment to the Port. Approximate cost of \$20,000.

Client Service Manager, Hurricane Michael, Building Damage Assessments for City of Panama City, Florida for FEMA recovery, 2019 – 2020

Responsible for performing building damage assessments for a municipal auditorium. Task included the physical assessments of the 50000 square foot building. Damages were from flood waters, wind driven bay water and winds. Accumulated data for full report to client and use in preparation of the FEMA project worksheet required to determine FEMA eligibility for expense reimbursement.

Client Service Manager, Jefferson Parish Private Property Demolition and Debris Removal Program, New Orleans, Louisiana

Steve served as the client service manager for this project that included finishing all work for private property debris removal, voluntary demolition, and blighted homes demolition. The project met all the Parish's needs to implement this program and meet FEMA's deadlines.





C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Client Service Manager, St. Tammany Parish Isaac Debris Removal Program, St. Tammany, Louisiana | 2012-2013

Attended kick-off meeting and monthly meetings to coordinate information between client, debris hauler, LAGOHSEP and FEMA. Assisted in setting up the detail program for collection of data and submission of reimbursement requests on behalf of client.

Client Service Manager, St. Tammany Parish Katrina Debris Removal Program, St. Tammany, Louisiana | 2007-2008

Worked with client meeting FEMA policies for closeout of the debris hauling program. Responsible for coordinating activities between client and FEMA to reach final closeout.

Client Service Manager, Jefferson Parish Infiltration and Inflow Sewer Lift/Pump Station Capacity Test (Phases I & II), Jefferson Parish, Louisiana

Steve served as client service manager for a project to determine test pumping capacities for 250 sewage pump stations on the East and West Banks. The project included extensive coordination with Parish sewage department personnel to establish scheduling and necessary accommodations to accurately test applicable sewage stations.

Client Service Manager, Phase 5 Wastewater Consolidation Program, St Tammany Parish, Louisiana

Steve served as client service manager for Phase 5 of the Parish's Wastewater Consolidation Program that consists of activities required to permit the discharge of treated effluent from the future East St. Tammany Regional WWTP to the Fritchie Marsh for wetlands assimilation. The tasks consist of the preliminary feasibility analysis of wetlands assimilation in the Fritchie Marsh, the baseline ecological characterization of the Fritchie Marsh, and preliminary engineering of the effluent distribution system with the Fritchie Marsh.

Client Service Manager, Plaquemines Parish Sheriff's Office Detention Facilities, Plaquemines Parish, Louisiana

Steve served as the client service manager for the construction of a \$120M program which includes a 205,000 SF, 871 bed detention facility, a training facility and the relocation of the sheriff's firing range. The project involves managing the A/E, providing justifications to FEMA during the design and construction phase; and resident inspection.

Client Service Manager, Harahan Pump to the River Pumping Station, Harahan Louisiana

Steve's team was contracted to provide preliminary design, design, bidding and construction management services for this \$100M project. Project components include a 1,200 cfs (776 mgd) pumping station having three 2,500 hp turbo diesel driven vertical turbine pumps, a covered reinforced concrete suction canal which is 900 feet in length, discharge force mains (three 84 inch parallel lines) extending 9,000 feet from the proposed pumping station to the Mississippi River, a reinforced concrete levee crossing, and a reinforced concrete discharge basin located in the Mississippi River.

Client Service Manager, Carrollton Water Treatment Plan (WTP) Sludge Pumping Network, New Orleans Louisiana

Steve served as client service manager for this project which included electronic modeling of the sludge/mud removal systems (four individual pumping facilities) to correctly size a new discharge line from the facility to the river and to provide the facility with several allowable operational scenarios of pump and discharge force main combinations.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Heather Stansbury

PD Consulting | Disaster Financial Analyst

EDUCATION:

Bachelor of Science in Marketing, University of New Orleans, 2006

YEARS OF EXPERIENCE:

With firm: 3 Total Experience: 15

LICENSES/CERTIFICATIONS:

IS-00230.d Fundamentals of Emergency Management

FEMA Financial Analyst

Proposed Project Role: Financial Analyst

Mrs. Stansbury has been working with St. Bernard Parish on the FEMA Program Management & Closeout Programs since the program's inception. She has in depth working knowledge of the project worksheet management system and the financial database created for the recovery program. She has been instrumental in assisting St. Bernard Parish Government in the development of grant applications for Federal Public Assistance funding for the repair of their infrastructure damaged by Hurricane Katrina. These projects include roads, canal crossings, government buildings, fire stations, recreation, community centers, courthouses, etc. Her day-to-day process include tasks such as financial support and system development, grant management support and system development, documentation control development and management, project worksheet development support, client liaison services, financial reconciliation for federal monies, construction schedule coordination, financial database development and ongoing management duties. As a Disaster Financial Analyst, she ensures financial accountability and compliance with rules, regulations and polices related to Louisiana's GOHSEP (Governor's Office of Homeland Security and Emergency Preparedness) and FEMA

Disaster Financial Analyst, St Bernard Parish Hurricane Katrina FEMA Program Management & Closeout, St Bernard Parish, LA. \$600M | 2014-Current

Disaster Financial Analyst for the development of the closeout process for \$600M in FEMA projects - developed according to the State of Louisiana GOHSEP & FEMA regulations for disaster grants management of Federal grant funds for hurricanes Katrina & Rita. The program includes 320 Category C-G Project Worksheets (PW) requiring close out processing and submittal to GOHSEP. As the financial analyst, she is responsible for supporting the project through financial management, review and reconcile project worksheets for submission to GOHSEP, track and review construction, A/E, material testing, geotechnical, resident inspection and survey invoices for Project Management approval, St. Bernard Parish Department of Public Works approval and submission to the database system, upload request for reimbursement forms (RRFs) to LAPA for reimbursement through GOHSEP, weekly timesheet review of PM, DAC and force out labor time (FAL), preparing package of PM, COI DAC, and FAL for reimbursement, serves as liaison between St. Bernard Parish and Closeout team, collection of back up documentation for new versions, missing documentation, incorrect documentation for eligibility of reimbursement request, works with St. Bernard Parish Finance and Purchasing Department to gather, review and submit backup for contents PWs to ensure reimbursement of contents related expenses for St. Bernard Parish Government.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Financial Analyst, St. Bernard Port Harbor & Terminal COVID-19 Project, St. Bernard Parish, LA. Approx. \$118,000 | 2020-current

Grants Management for response to the COVID-19 disaster. Responsible for processing and applying for FEMA Reimbursements related to purchases of emergency labor and materials and Port force account labor. Upload and Coordinate reimbursement requests and eligibility for payment to the Port. Responsible for the coordination and detailed review of all COVID-19 expense documentation, force account labor, employee timesheets, payroll registers, personnel policy, and anything else related to the COVID-19 pandemic. Worked directly with the Executive Director and the Director of Administration and Planning to execute the project through the FEMA Grants Portal. Approximate cost of \$118,000.

Project Coordinator, St Bernard Parish Hurricane Katrina FEMA Program Management & Closeout St Bernard Parish, LA. \$1.5B | 2005-2011

Project coordinator for management and admin of FEMA grant to include all emergency repairs. Work included 100+ infrastructure projects ranging from \$1,000 to \$100M including roadways, drainage systems, libraries, fire stations, parks, civic centers, water treatment & distribution systems, wastewater collection & treatment systems. Maintained program design and construction schedule, managed database and responsible for document control.

Schedule Coordinator, St. Bernard FEMA Program Management Project St. Bernard Parish, LA

Mrs. Stansbury has served as the construction schedule coordinator for over \$1.5B in FEMA funded construction projects for St. Bernard Parish. Her responsibilities included gathering, updating, and maintain the St. Bernard FEMA Program Management Construction project schedule; working with Project Managers to obtain the latest construction schedule information on all projects under FEMA Project Worksheets; enter schedule and financial information into the St. Bernard Parish Program Management database; and update financial information into the database from information from Louisiana Public Assistance Website.

Project Coordinator, Gulf Coast Water Authority Facility Assessments & Emergency Recovery Services Hurricane Harvey, Texas City, TX

Project Coordinator for GCWA disaster project. Included initial project kickoff meeting, project set up, collection of force account labor and equipment documentation in accordance with the State of Texas and FEMA guidelines. Set up project file sharing system for project management team and client.

FEMA Project Coordinator/Disaster Specialist, Livingston Parish Sheriff's Office FEMA Disaster #4277 Recovery, Livingston, LA 2016-Ongoing

FEMA Coordinator for grant management assistance for all Sheriff's Office's damaged facilities following the August 2016 flood. Work includes damage assessment and documentation of permanent facilities including the helicopter hanger, shooting ranges and 911 center; Project Worksheet development; FEMA grant management; and design for roadway, water, sewer and electrical site improvements to provide installation of temporary housing for 50 staff and families. Worked also included collection of documentation for category B expenses, force account labor and equipment, damaged vehicles, donated resources, document recovery, and ammo storage.

City of Westwego Debris Monitoring, City of Westwego, LA. \$650K | 2021-current

Met with client and developed daily monitoring activity logs for field use. Collected and coordinated activities logs for reporting purposes.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Monica Price

PD Consulting | Document Control Analyst

EDUCATION:

Louisiana State University, 2016, Bachelor of Science in Marketing

YEARS OF EXPERIENCE:

With firm: 5 Total Experience: 5

LICENSES/CERTIFICATIONS:

Proposed Project Role: Document Control Analyst

Ms. Price has 5 years of experience in disaster recovery administration and management. She has worked within Engineering, Disaster Recovery Management, and grants companies. She assists in preparing and updating marketing proposals. She compiles and processes weekly timesheet reviews of PM, DAC and force out labor time (FAL), preparing package of PM, COI DAC, and FAL for reimbursement. Coordinates project delivery with Engineers and assembles project information. Monica provides administrative support for staff and communicates with clients. She prepares, copies, collates, scans, files, prints and binds proposals and relevant documents.

Document Control Coordinator, St Bernard Parish Hurricane Katrina FEMA Program Management & Closeout, St Bernard Parish, LA. \$600M | 2018-Current

Monica has been working with St. Bernard Parish on the FEMA Program Management & Closeout Programs since the beginning of 2018. She compiles and processes weekly timesheet reviews of PM, DAC and force out labor time (FAL), preparing package of PM, COI DAC, and FAL for reimbursement. She also formulates Bid Tabulations based on proposals submitted by bidders.

Document Control Coordinator, St. Bernard Port Harbor & Terminal District St. Bernard Parish, LA. Approx. \$20,000 | 2020-current

Grants Management for response to the COVID-19 disaster. Responsible for processing and applying for FEMA Reimbursements related to purchases of emergency labor and materials and Port force account labor. Upload and Coordinate reimbursement requests and eligibility for payment to the Port. Approximate cost of \$20,000.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Heather Wagner

PD Consulting | Disaster Financial Analyst

EDUCATION:

University of New Orleans, 2011, Bachelor of Science in Marketing, Minor in Management
Nunez Community College, 2008, Associate of General Studies

YEARS OF EXPERIENCE:

With firm: 3 Total Experience: 15

LICENSES/CERTIFICATIONS:

IS-00230.d Fundamentals of Emergency Management

Proposed Project Role: Financial Analyst

Mrs. Wagner has been a part of the St. Bernard FEMA Grant Closeout program since 2015. As a valued team member, Heather has become involved in all aspects of the closeout process for the Parish. In reconciling PWs for closeout, she has learned to successfully coordinate with LA GOHSEP to correct and finalize issues required to closeout a PW. In addition, she also uploads documents to the SharePoint site, submits payment requests to GOHSEP, and works closely with St. Bernard Parish's Finance Department and Public Works Department to provide any all information related to the program.

St Bernard Parish Hurricane Katrina FEMA Program Management & Closeout, St Bernard Parish, LA. \$600M | 2015-Current

Mrs. Wagner supports the St. Bernard Parish Office of Recovery in rebuilding efforts for Hurricane Katrina financial management. She tracks and verifies Resident Inspector hours by project for FEMA reimbursement. She provides support and advice to the Grants Manager and the Project Management team and assists the Grants Manager with the reconciliation of all invoices for rehabilitation and rebuilding projects. She also identifies opportunities for improvement in operational process and bring those ideas to the Grants Manager. She processes RRF Payments and works with GOHSEP on any and all issues in regard to eligibility of reimbursement request, the need for new versions, cost analysis, missing documentation, incorrect documentation, and insurance proceeds. She directly communicates with GOHSEP (DRSs and Supervisors) to resolve any issues of submissions, including but not limited to, incorrect submissions, invoice issues, and eligibility issues (scope of work). She evaluates and recommends changes for GOHSEP CET alignment and cost overrun issues. She provides DRSs with assistance in locating needed back-up documentation and reconciles project costs.

Disaster Recovery Specialist, St. Bernard Port Harbor & Terminal District, St. Bernard Parish, LA. Approx. \$20,000 | 2020-current

Grants Management for response to the COVID-19 disaster. Responsible for processing and applying for FEMA Reimbursements related to purchases of emergency labor and materials and Port force account labor. Upload and Track reimbursement requests and resolve issues with LA GOHSEP and FEMA. Coordinate reimbursement requests and eligibility for payment to the Port. Approximate cost of \$20,000.

Disaster Recovery Specialist, Shawe Memorial Jr Sr High School Madison, IN & Pope John XXIII Elementary School, Madison, IN . | 2020-current

Grants management for response to the covid-19 disaster. Responsible for processing and applying for FEMA



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

reimbursements related to purchases of emergency labor and materials. Upload and tract reimbursement requests and resolve issues with LA GOHSEP and FEMA. Coordinate reimbursement requests and eligibility for payment to Shawe Memorial Jr Sr High School and Pope John XXIII Elementary School.

Disaster Recovery Specialist, Crothersville Community Schools Crothersville, IN. | 2020-current

Grants management for response to the Covid-19 disaster. Responsible for processing and applying for FEMA reimbursements related to purchases of emergency labor and materials. Upload and tract reimbursement requests and resolve issues with LA GOHSEP and FEMA. Coordinate reimbursement requests and eligibility for payment to Crothersville community schools.

C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Gregory (Greg) Kolenovsky, PE, PMP, PgMP

Trigon | Technical Consultant

EDUCATION:

Bachelor of Science, Civil Engineering, 1998

YEARS OF EXPERIENCE:

With firm: 13 Total Experience: 26

LICENSES/CERTIFICATIONS:

Licensed Professional Civil Engineer: Louisiana, #30266, 2002; Alabama, #30287, 2009; Arkansas, #16595, 2015; Florida, #75301, 2012; Mississippi, #18314, 2012; Oklahoma, #28205, 2015; Texas, #100703, 2008; D.C., 905502, 2009.

Project Management Professional (PMP),

Project Management Institute, 2005

Program Management Professional (PgMP),

Project Management Institute, 2010

Proposed Project Role:

Mr. Kolenovsky is a licensed Professional Engineer with 24 years of planning, engineering, design, project/program/construction management experience. He has significant experience managing water, wastewater, drainage and transportation projects and programs, having served in various technical and management roles on numerous projects and programs. Mr. Kolenovsky has worked for many years with the Sewerage and Water Board of New Orleans (S&WB) on numerous projects and programs and is extremely familiar with S&WB staff, facilities, systems and procedures. His experience includes system analysis, troubleshooting and computer modeling of water and wastewater systems, as well as engineering and design of various infrastructure projects, including pumping systems and collection/distribution systems. Mr. Kolenovsky is certified as both a Project Management Professional (PMP) and a Program Management Professional (PgMP) by the Project Management Institute, one of only a few thousand PgMPs worldwide and one of a few in Louisiana. He is a founding member of the Gulf Coast Chapter of the Construction Management Association of America (CMAA) and is a member of the following professional organizations: Project Management Institute, American Society of Civil Engineers, American Public Works Association, Water Environment Federation, CMAA.

Braithwaite Wastewater Treatment Plant and Lift Station Improvements

Braithwaite, LA

Trigon Associates, LLC (Trigon) provided engineering, design and construction services on this project, which included replacing an existing wastewater treatment plant (WWTP) in the Braithwaite area of Plaquemines Parish. The Braithwaite WWTP received significant damage as a result of Hurricane Katrina and was totally submerged under brackish water for an extended period of time. Immediate emergency measures were performed at the WWTP to allow it to provide partial service. Efforts on this project were focused on completely replacing the plant. In addition to improvements for the process facilities of the WWTP, evaluation of an influent pump station and effluent pump station were included. Both are submersible stations. During rehabilitation of the WWTP, flow was temporarily diverted to another treatment plant. This disaster recovery work was partially funded through, and requires close coordination with, the US Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA).



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Buras Wastewater Treatment Plant Improvements

Buras, LA

Trigon was selected to serve as the Prime Consultant responsible for conducting an assessment of the Buras Wastewater Treatment Plant (WWTP) in Plaquemines Parish, LA. This assessment is intended to determine the necessary repairs, rehabilitation measures and/or process modifications required to improve operational conditions of the WWTP.

Hurricane Harvey Disaster Recovery for Wastewater Treatment Plants

Houston, TX

Trigon is providing professional engineering services as a subconsultant related to Hurricane Harvey Disaster Recovery of multiple WWTPs, including the 69th Street WWTP, Sims North WWTP, Kingwood Central WWTP, and Clinton Park WWTP, with a range from the largest City WWTP to average and small WWTPs. Responsibilities to date have included participating in multiple site visits at the WWTPs to evaluate pre-Hurricane Harvey conditions and assess damage due to Hurricane Harvey.

Sewer System Evaluation and Rehabilitation Program

New Orleans, LA

Trigon has served as a subconsultant to the program manager for this comprehensive Sewer System Evaluation and Rehabilitation Program (SSERP). Trigon's principals also previously served in key technical and management roles on this \$650M program since its inception in 1996, including roles such as Program Manager, Deputy Program Manager, Planning Manager, Design Manager, Construction Manager, Project Manager and Project Engineer, with a previous employer. The evaluation and planning phase of the SSERP included the development of a system-wide computerized hydraulic model, completion of short and long-term sewage flow monitoring programs, inspection and hydraulic evaluation of over 80 sewage pumping stations of various types and sizes, development of sewer rehabilitation guidelines and standards, the completion of numerous sanitary sewer evaluation studies throughout the city, development of capacity improvement measures and creation of a master plan and capital improvement program. The program also included construction management and resident inspection services for 20 sewage pumping stations and over 20 miles of new force mains. Trigon recently completed inspections and hydraulic testing of 75 sewage pumping stations.

FY12 Sewer Pump Station Rehabilitation

Slidell, LA

Trigon was responsible for the assessment, design and construction of improvements of six (6) sewer pump stations. Five (5) were converted from suction-lift to submersible, while one (1) was an existing submersible that was fully rehabilitated. The wet wells of each station were renovated and coated in accordance with the City's standards and preferences. Replacement of the mechanical systems, electrical and control systems, and various site improvements was included. Electrical and control systems for the new stations were set above flood stage to mitigate the potential for damage and discharges due to future flood events.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

Barry Breaux, PE

Trigon | Engineer

EDUCATION:

Bachelor of Science, Environmental Engineering, 2017

YEARS OF EXPERIENCE:

With firm: 4.5 Total Experience: 5.5

LICENSES/CERTIFICATIONS:

Licensed Professional Civil Engineer, Louisiana, #46356, 2022

Proposed Project Role: Civil Engineer

Mr. Breaux is an environmental engineer with approximately 5 years of experience from research, internships, and design competitions prior to his joining Trigon recently. He has worked on a variety of environmental laboratory, testing, sustainability, and design projects; a sampling of which include: BP Deep Water Horizon Oil Spill sampling, a Bioretention Bed at the New Orleans City Park for the Louisiana Department of Environmental Quality, Sustainability Projects in the Amazon Rainforest, and serving as Project Manager/Lead for a 2017 IEE/WERC International Design Competition team from LSU that designed, built and operated a Passive Solar Distillation system. He is a member of the Louisiana Water Environmental Association, the National Society of Collegiate Scholars, and Engineers Without Borders. He also passed the Fundamentals of Engineering exam earlier this year and is set to become a licensed PE in the near future.

Buras Wastewater Treatment Plant Improvements

Buras, LA

Mr. Breaux is providing support to the engineering team for an assessment of the Buras Wastewater Treatment Plant (WWTP) in Plaquemines Parish, LA. This assessment is intended to determine the necessary repairs, rehabilitation measures and/or process modifications required to improve operational conditions of the WWTP.

East and West Wastewater Treatment Plants - Staff Extension Services

New Orleans, LA

Staff extension services to the Sewerage and Water Board of New Orleans to assist with capital improvement projects at the East Bank and West Bank Wastewater Treatment Plants (WWTPs). In support of these efforts, Trigon furnished a full-time on-site Engineer Intern for over one (1) year to provide engineering support and construction inspection services. Project responsibilities included: design input and review, construction management, inspection services, and coordination with WWTP operators during design and construction phases.

Hurricane Harvey Disaster Recovery for Wastewater Treatment Plants

Houston, TX

Provided engineering support services for professional engineering services related to detailed asset inventories, damage assessments, and documentation for 36 lift stations damaged during the Hurricane Harvey disaster.



C. QUALIFICATIONS OF ASSIGNED PERSONNEL

East Bank Wastewater Treatment Plant Bleach Disinfection System New Orleans, LA

Engineering support services for a bleach disinfection system to replace the existing gaseous chlorine injection system at the Sewerage & Water Board of New Orleans' 200 MG East Bank WWTP. The existing disinfection system used gaseous chlorine delivered via railway and stored onsite in the delivered tank cars. Changes in the ability to receive gaseous chlorine via railway created the need for another disinfection method to be available for use at the WWTP.

West Bank Wastewater Treatment Plant Piping & Valve Identification and Rehabilitation Master Plan New Orleans, LA

Engineering support for a physical evaluation and assessment of the WBWWTP, a 20 MGD trickling filter facility. This project focused on creating an inventory of all the piping and valves, assessing the physical and operational condition of the assets, and then developing a master plan to replace and/or rehabilitate the assets to ensure long-term reliability and sustainability.



D. PROPOSER'S
UNDERSTANDING AND
APPROACH



D. PROPOSER'S UNDERSTANDING AND APPROACH

Understanding of Project

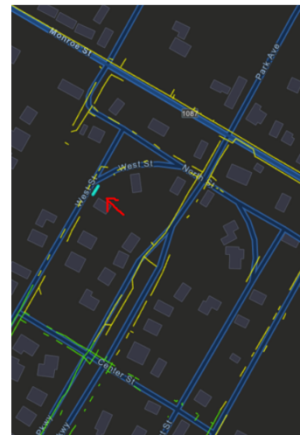
The Fairway Consulting and Engineering team has a unique understanding of this project's scope of work. **Our Team is experienced with performing this type of project in the aftermath of disaster events, as we have successfully completed numerous projects of a similar nature.** We understand the difficult and adverse conditions under which this project will likely be executed, should the City of Mandeville require our services during the term of the contract.

The Fairway Consulting and Engineering team will meet the needs of the City of Mandeville based upon the following relevant points:

- ◆ Our Team consists of local companies and staff who are residents of Louisiana and are committed to the continued rebuilding of South Louisiana.
- ◆ Team members have participated in similar projects previously, particularly in the Hurricane Katrina and Rita, Ida recovery efforts, working with numerous agencies including DOTD, USACE and FEMA, in addition to local municipalities and parishes.
- ◆ Team members have a history of contractual relationships with the City of Mandeville and are familiar with applicable standards and requirements.

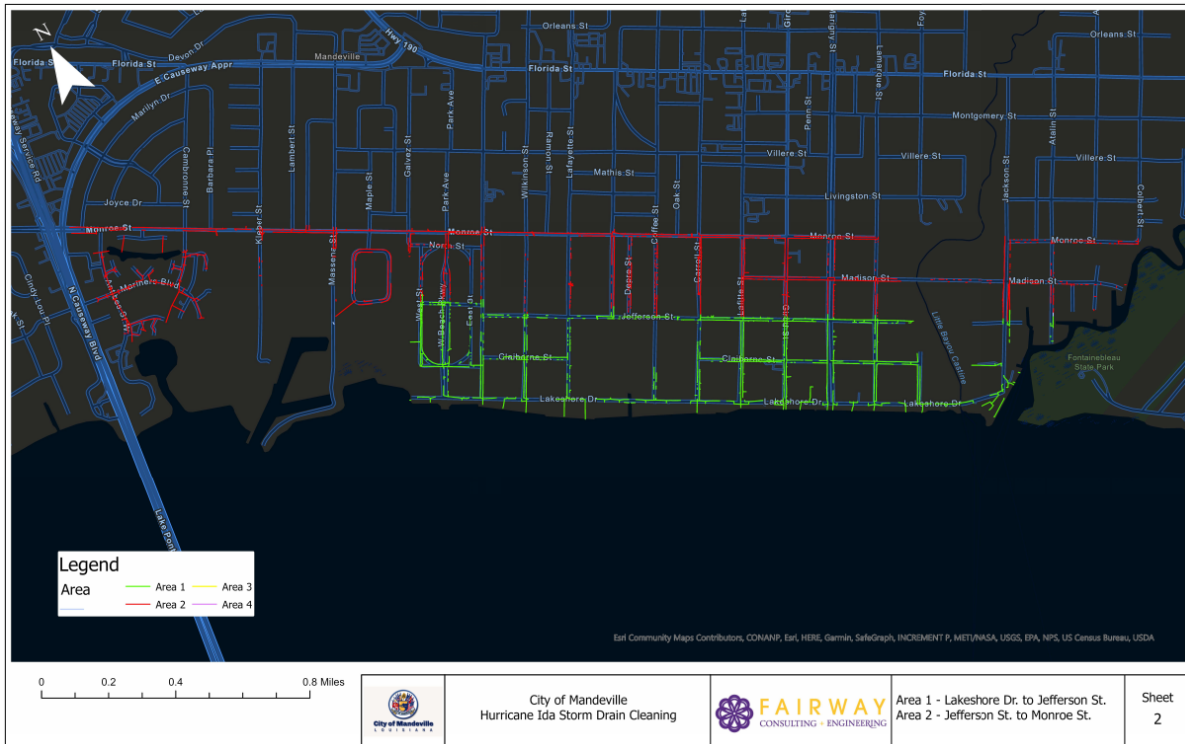
◆

Line: 001608_001609 (West St.)
Storm Debris Present (100% Block/Leaves & Twigs)





D. PROPOSER’S UNDERSTANDING AND APPROACH



Approach and Work Plan

The Fairway Consulting and Engineering approach to managing this project will ensure that the work is completed in accordance with the technical, quality, cost, schedule, and regulatory requirements. Our proposed Project Manager, Mr. John Catalanotto, PE, will be involved in the day-to-day technical, administrative and management of the project activities to make sure all schedule and budget commitments are met. His primary responsibilities as Project Manager will include:

- ◆ Coordinating with the City of Mandeville and Debris removal Contractor, as required;
- ◆ Ensuring that the required resources are assigned to the project, from both Fairway as well as our team of subcontractors;
- ◆ Negotiating with, procuring, managing, and ensuring successful performance of subcontractors;
- ◆ Providing technical overview and specific direction to the project team;
- ◆ Scheduling and coordinating project team meetings, as required, both internal to Fairway as well as with our team of subcontractors;



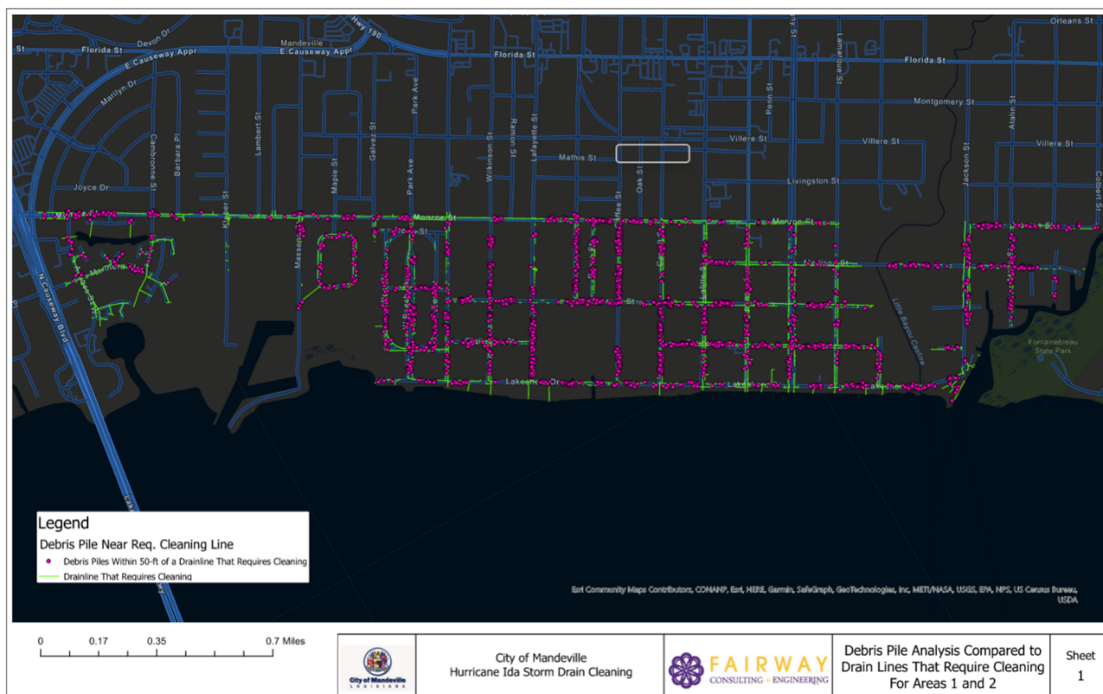
D. PROPOSER'S UNDERSTANDING AND APPROACH

- ◆ Scheduling and coordinating meetings with the City of Mandeville and other agencies that may be involved with the project, as required;
- ◆ Preparing and submitting required documents and reports;
- ◆ Managing cost, schedule, and technical performance of all work; and
- ◆ Ensuring the successful completion of all work performed.

Successful communication between Fairway Consulting and Engineering and the City of Mandeville is key to ensuring that our Team meets the City's requirements and objectives. We recommend that the first step in creating team focus be a kickoff meeting between the City and our Project Manager. This meeting represents the first step toward opening communications throughout the duration of the project.

Components of Fairway Consulting and Engineering Approach

Our approach to managing Task Order type projects is a 3-Step Management Approach (**Figure 1**). We propose to use this proven management approach to maintain project control and efficiently manage the project for the City of Mandeville, regardless of the actual size and project conditions.





D. PROPOSER’S UNDERSTANDING AND APPROACH

Fairway Consulting and Engineering’s 3-Step Management Approach

Steps		Key Activities	Management Focus
Task Order Definition			
Step 1	Define the Requirements and Develop an Accurate Baseline	<ul style="list-style-type: none"> • Task order receipt • Kickoff meeting with Mandeville • Project delivery team selection • Define requirements with Mandeville and develop accurate baseline and resource plan 	Optimize the approach to provide rapid mobilization while focusing on the City of Mandeville's goals and objectives
Task Order Execution			
Step 2	Execute and Control the Work	<ul style="list-style-type: none"> • Kickoff meeting with project delivery team members • Prelim. Assessments and Deploy team members • Manage cost, schedule and quality • Track milestones and deliverables • Manage and control subcontractors • Respond quickly to variances • Reporting 	Quality, cost and schedule control, and performance analysis
Task Order Closeout			
Step 3	Close the Task Order	<ul style="list-style-type: none"> • Close out subcontracts • Transfer Mandeville property • Submit final invoice 	Administrative closeout

Step 1 - Task Order Definition

Define the requirements and develop an accurate baseline. Activities focus on tasks that position our Team for successful delivery of the project according to the City of Mandeville goals and objectives.



D. PROPOSER'S UNDERSTANDING AND APPROACH

Task Order Receipt and Kickoff Meeting. Once Fairway Consulting and Engineering receives the Task Order from the City of Mandeville, we recommend having an initial kickoff meeting between the City of Mandeville and Fairway's Project Manager. The task order kickoff meeting is one of the key and defining moments for communication success. This meeting clearly defines the goals and objectives for the project. It also defines clearly the chain-of-command and lines of communication and authority. This meeting will ensure that all City of Mandeville concerns are voiced and addressed early in the project and that buy-in is achieved on project commitment to the goals and objectives.

Project Delivery Team Selection. Fairway's Project Manager will work with the City of Mandeville to ensure that the project is fully and properly staffed. The resources may come from Fairway Consulting and Engineering or our Team members.

Define Requirements, Develop Accurate Baselines, and Develop Resource Plan. The technical approach is initially developed by the City of Mandeville and may be refined with Fairway at the kickoff meeting. At this point, Fairway Consulting and Engineering will work with the City of Mandeville to identify critical deliverables, metrics, schedules, and quality objectives needed for effective project delivery. These are critical steps to establishing a clear understanding of project requirements and measurable objectives to assure successful completion. Once Fairway understands all requirements, we develop a detailed task order schedule, resource plan, and a detailed and accurate cost estimate for the entire project based on the agreed-upon rate structure.



Step 2 - Task Order Execution

Execute, manage, and control the work through constant communication. Our experience has taught us one of the keys to project management success is continuous communication with all stakeholders throughout the project lifecycle.

D. PROPOSER'S UNDERSTANDING AND APPROACH

Kickoff Meeting with Project Delivery Team Members. Fairway Consulting and Engineering will conduct an internal kickoff meeting with the entire project delivery team. This meeting clearly defines the goals and objectives for all executing Team members. It also defines clearly the chain-of-command and lines of communication and authority for the Team. This meeting also organizes the activities of Fairway and Team subcontractor personnel that align with work requirements and project plans. It also ensures all stakeholder concerns are explained to the Team and understood early in the project.

Perform Preliminary Assessments and Deploy Team Members. Following the Team's internal kickoff meeting, project team members will be deployed according to the direction and approval of the City of Mandeville. Within 24 hours of notice to proceed, Fairway will conduct a preliminary assessment of the damage areas to assess the quantity and type of debris to be removed. This information will be utilized to ensure sufficient staffing needs.

Execute the Work. Fairway will execute the work and perform tasks such as following:

1. Monitor and certify trucks and ensure that only certified equipment is used.
2. Ensure that only eligible debris is collected.
3. Complete and physically control inspection reports and photographic documentation.
4. Ensure debris is removed from trucks at qualified landfills.
5. Report any damage caused by the debris removal Contractor.

Manage Cost, Schedule and Quality. After project execution has begun, the Fairway Project Manager monitors and controls project costs, schedule and quality. The Project Manager works in conjunction with the Team's Supervisors/Coordinators, as well as the City of Mandeville Project Manager, to ensure that project staff are performing satisfactorily and quality objectives are being met.

Track Milestones and Deliverables. Any project milestones and deliverables are identified and tracked as critical items. These milestones can be tracked on a daily, weekly or monthly basis depending on the critical nature of the milestone/deliverable. These may include items such as daily field records, haul tickets and other associated project documentation.

Manage and Control Subcontractors, Including Team Members. Fairway Consulting and Engineering routinely solicits, procures, manages, and controls multiple subcontractors. Fairway is proud of our record in managing and controlling subcontractors, and we will assist the City of Mandeville in managing any subcontractors involved in debris removal efforts. Fairway will also maintain overall management responsibility for all our Team members.



D. PROPOSER'S UNDERSTANDING AND APPROACH

Respond Quickly to Variances. Fairway Consulting and Engineering is experienced with successfully dealing with unexpected project occurrences. Any variances to the project scope will be immediately brought to the attention of the City of Mandeville Project Manager so that immediate and proper action takes place.

Reporting. Fairway Consulting and Engineering will provide the following reports at the indicated frequencies.

1. Area vicinity of cleaning crews.
2. Number of cleaning crews.
3. Quantity of catch basins/manholes cleaned.
4. Linear feet of sewer mains cleaned
5. Linear feet of drainage pipes cleaned.
6. Estimated cost of work completed.

Step 3 - Task Order Closeout

This step involves conducting Task Order closeout in the most expeditious and cost-effective manner. Once we have determined that project performance was completed according to the scope, we conduct administrative closeout, obtain subcontractor releases regarding final payment, ensure subcontractors have been paid, and submit the final invoice.

Fairway has successfully applied the proposed 3-Step Management Approach on numerous Task Order contracts previously.

Following the management approach outlined above for the Retainer Contract for Monitoring of Debris Removal from Sewerage and Drainage Systems will result in a successful project that meets all of the goals and objectives of the City of Mandeville.

E. COST



ATTACHMENT A

COST PROPOSAL FORM

THIS PROPOSAL FORM SHALL BE SUBMITTED WITH ALL REQUIRED ATTACHMENTS

THE COST PROPOSAL WILL BE EVALUATED ON ONLY THE HOURLY RATES SUBMITTED ON THIS PROPOSAL FORM FOR THE POSITIONS LISTED. THE HOURLY RATES STATED SHALL INCLUDE ALL OVERHEAD, PROFIT, TRAVEL, LODGING, EQUIPMENT AND OTHER EXPENSES REALIZED BY THE PROPOSER TO EXECUTE THE CONTRACT

PROPOSAL FORM MAY ALSO INCLUDE ADDITIONAL OPTIONAL POSITIONS AND SERVICES.

CITY OF MANDEVILLE 2022 RFP:

MONITORING SERVICES FOR DEBRIS REMOVAL FROM DRAINAGE AND SEWER SYSTEMS

POSITIONS	HOURLY RATES
PROJECT MANAGER	\$ <u>125.00</u>
FIELD SUPERVISOR	\$ <u>61.25</u>
DEBRIS MONITOR	\$ <u>45.00</u>
LOAD TICKET DATA ENTRY CLERK	\$ <u>45.00</u>
BILLING INVOICE ANALYST	\$ <u>35.00</u>
Total	\$311.25

CITY OF MANDEVILLE 2022 RFP:

MONITORING SERVICES FOR DEBRIS REMOVAL FROM DRAINAGE AND SEWER SYSTEMS

DATE:

July 5, 2022

I HAVE RECEIVED ADDENDA:

#'s

1

ORGANIZATION NAME:

Fairway Consulting and Engineering, LLC

ORGANIZATION ADDRESS:

**827 W. 22nd Ave.
Covington, LA 70433**

EMAIL ADDRESS:

**www.fairwayce.com
john.catalanotto@fairwayce.com**

PHONE:

985-288-2770

NAME OF AUTHORIZED SIGNATORY OF PROPOSER:

John Catalanotto, PE, PMP

TITLE OF AUTHORIZED SIGNATORY OF PROPOSER:

President

AUTHORIZED SIGNATORY OF PROPOSER:



***** A copy of a corporate resolution or other signature authorization shall be required for submission of proposal. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the submission.***

END: PROPOSAL FORM

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of
Fairway Consulting and Engineering, LLC

Incorporated.

At the meeting of Directors of Fairway Consulting and Engineering, LLC, duly noticed and held on
July 5, 2022, a quorum being there present, on motion duly made and

seconded. It was: RESOLVED.

That John Catalanotto, PE, PMP - President, 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 Kenner 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 therefore all purchase orders and notices issued pursuant to the provisions of any such 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

July 5, 2022

DATE

F. COMPLIANCE WITH SMALL,
MINORITY OR WOMEN-
OWNED BUSINESS
ENTERPRISES (DBE)



F. COMPLIANCE WITH SMALL, MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE



FAIRWAY
CONSULTING + ENGINEERING

For this project, Fairway Consulting and Engineering, LLC (Fairway) has partnered with Trigon and Associates, LLC (Trigon) as their minority business partner. Trigon is a local certified women-owned business. Trigon is qualified as a disadvantaged business enterprise (DBE) with the State of Louisiana Unified Certification Program.

Trigon



G. ATTACHMENTS



ATTACHMENT B: NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED John Catalanotto, PE, PMP, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED President OF Fairway Consulting and Engineering, LLC (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A PROPOSAL FOR Mandeville Monitoring Services for Removal of Debris from Drainage and Sewer Systems WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON July 5, 2022 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.

AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY OF July, 2022

Notary DeEtte K. Landry
My commission expires _____

DeEtte K. Landry
Notary # 88280
Notary Public
Parish of St. Tammany
State of Louisiana
My Commission is for Life

ATTACHMENT C: AFFIDAVIT of PAST CRIMINAL CONVICTIONS

STATE OF LOUISIANA

PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____
John Catalanotto, PE, PMP, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND
SAID THAT HE/SHE IS THE FULLY AUTHORIZED President OF Fairway Consulting
and Engineering, LLC (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A
PROPOSAL FOR Mandeville Monitoring Services for Removal of
Debris from Drainage and Sewer Systems WHICH _____ WAS
RECEIVED BY CITY OF MANDEVILLE ON July 5, 2022 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.


SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY OF July, 2022



NOTARY PUBLIC

DeEtte K. Landry
Notary # 88280
Notary Public
Parish of St. Tammany
State of Louisiana
My Commission is for Life

ATTACHMENT D: 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 OF

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

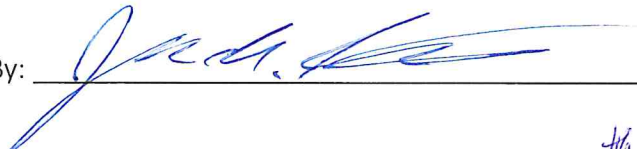
John Catalanotto, PE, PMP; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of Fairway Consulting and Engineering, LLC and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for The City of Mandeville; and


That, Fairway Consulting and Engineering, LLC will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and The City of Mandeville, Louisiana; and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the Contractor has with any other entity in the performance of its contract with The City of Mandeville, Louisiana and there shall be a statement in every subcontract to that effect.

CONTRACTOR: Fairway Consulting and Engineering, LLC

By: 

SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY OF July, 2022


NOTARY PUBLIC
DeEtte K. Landry
Notary # 88280
Notary Public
Parish of St. Tammany
State of Louisiana
My Commission is for Life

ATTACHMENT E: E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____
John Catalanotto, PE, PMP, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND
SAID THAT HE/SHE IS THE FULLY AUTHORIZED President OF Fairway Consulting
and Engineering, LLC (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A
QUOTE/PROPOSAL/CONTRACT/BID/RFP/SOQ TITLED Monitoring Services for Removal of
Debris from Drainage and Sewer Systems
FOR CITY OF MANDEVILLE PROJECT: Monitoring Services for Removal of
Debris from Drainage and Sewer Systems

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).

Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.



SIGNATURE OF AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY OF July, 2022



NOTARY PUBLIC DeEtte K. Landry
Notary # 88280
Notary Public
Parish of St. Tammany
State of Louisiana
My Commission is for Life

ATTACHMENT F: BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C.1352):

For contracts of \$100,000 or more, including amendments, the undersigned Prime Contractor's authorized official or principal certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federally funded grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)) A copy of Standard Form LLL is available from City of Mandeville.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned prime Contractor's authorized official or principal also agrees that the requirements of the Byrd Anti- Lobbying Act and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned prime Contractor's authorized official or principal, John Catalanotto, PE, PMP , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

U.S.C. A 3801, et seq., apply to this certification, Contract and disclosure, if any.

Signature of Contractor's Authorized Official  _____

Name and Title of Contractor's Authorized Official John Catalanotto, PE, PMP - President

Organization's name Fairway Consulting and Engineering, LLC

Date July 5, 2022

THIS SIGNED FORM MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT G: SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined At 2 C.F.R., 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.94).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by The City of Mandeville. If it is determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Mandeville, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or contractor agrees to comply with the requirements of 2 C.R.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).

Contractor's authorized Official or Principal's Signature



Printed name and title **John Catalanotto, PE, PMP - President**

Firm's name **Fairway Consulting and Engineering, LLC**

Date

7/5/22

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL



COMPANY

Fairway Consulting + Engineering, LLC | Tax ID: 82-1160189
827 W. 22nd Ave. | Covington, LA 70433
Phone: 504.234.1556 | Email: info@fairwayce.com

CONTACT

John A. Catalanotto, PE, PMP | President
827 W. 22nd Ave. | Covington, LA 70433
C: 504.234.1556 | O: 985-288-2770 | D: 985-288-2771
john.catalanotto@fairwayce.com

fairwayce.com

