

REQUEST FOR PROPOSALS

FOR

**DISASTER DEBRIS MONITORING,
MANAGEMENT AND CONSULTING
SERVICES**

PROJECT NO. C13-23-03

JUNE 2023

PREPARED BY:



LAKEFRONT MANAGEMENT AUTHORITY
6001 STARS AND STRIPES BLVD.
NEW ORLEANS, LOUISIANA 70126

TABLE OF CONTENTS.....T1
ADVERTISEMENT.....A1
REQUEST FOR PROPOSALS.....R1 THRU R8
COST PROPOSAL FORM.....CP-1
INSURANCE REQUIREMENTS.....RF-1
REFERENCES FORM.....I1 THRU I2
VENDOR FORM.....V1 THRU V3

**ADVERTISEMENT
PUBLIC NOTICE
LAKEFRONT MANAGEMENT AUTHORITY
REQUEST FOR PROPOSALS**

The Lakefront Management Authority (Authority) invites interested firms to submit proposals for **LMA DISASTER DEBRIS MONITORING, MANAGEMENT & CONSULTING SERVICES**.

The Lakefront Management Authority is an Equal Opportunity Employer. We encourage participation of Small and Minority/Women/ Owned Businesses as prime firms or as sub-contractors on projects under the jurisdiction of the Authority.

Additional information pertaining to this RFP can be found on the Authority's web site at <https://www.nolalakefront.com/category/adverts/rfp/>.

Questions regarding this RFP should be submitted in writing to Mr. Adam Gulino, P.E. at agulino@nolalakefront.com no later than 2:00 pm on **Wednesday, July 12, 2023**. All submitted questions along with the Authority's responses will be posted on the Authority's website on **Monday, July 17, 2023**.

The submittal documents must be delivered in a sealed envelope or box that must be clearly identified on the outside as "**LMA DISASTER DEBRIS MONITORING, MANAGEMENT & CONSULTING SERVICES**"

As required in RFP, provide submittal proposal **prior to 1:00 pm CDT on Monday July 24, 2023** by hand delivery or mail to:

Lakefront Management Authority
ATTN: Executive Director
6001 Stars and Stripes Blvd., Suite 219
New Orleans, LA 70126

REQUEST FOR PROPOSALS

FOR

LMA DISASTER DEBRIS MONITORING, MANAGEMENT & CONSULTING SERVICES

Location: Lakefront Management Authority, 6001 Stars and Stripes Blvd., New Orleans, Louisiana 70126

Project #: C13-23-03

June 2023

I. INTRODUCTION

The Lakefront Management Authority (formerly Non-Flood Protection Asset Management Authority) (LMA) is requesting submittal of proposals (RFP) for disaster debris monitoring, management and consulting services.

The selected firm will perform as-needed emergency services for disaster debris monitoring, management and consulting services for the New Orleans Lakefront Airport, 300+ acres of LMA parks and associated LMA properties.

II. SCOPE OF SERVICES

The objective of the RFP and subsequent activity is to secure the services of an experienced consultant who is capable of efficiently monitoring and managing debris contractors from the Lakefront Management Authority Parks and Lakefront Airport in a timely and cost-effective manner and lawfully according to FEMA, EPA and LADEQ regulations. The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services may include but is not limited to the following:

1. Provide technical support and guidance to the LMA's staff and contractors to facilitate proper debris removal monitoring.
2. Coordinate daily briefings, work progress, staffing, and other key items with the LMA.
3. Provide support with the selection and permitting of debris management site (DMS) locations and other permitting/regulatory issues as requested.
4. Schedule work for team members and consultants on a daily basis.
5. Hire, schedule, and manage field staff.
6. Monitor recovery consultant operations and make/implement recommendations to improve efficiency and speed up recovery work.
7. Assisting the LMA with responding to public concerns and comments.
8. Certify contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The purpose of the Electronic Ticketing System is to provide the LMA with complete documentation of every load of debris generated for auditing and reimbursement purposes, and, therefore, must meet all FEMA requirements.
10. Develop daily operational reports to keep the LMA informed of work progress.
11. Develop maps, GIS applications, etc. as necessary.

12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the LMA for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by LMA staff and designated debris removal contractors.
14. Final report and appeal preparation and assistance.

III. LAKEFRONT AIRPORT SUMMARY

The New Orleans Lakefront Airport was opened in 1934 and consisted of the Airfield and the Terminal Building. Over the years, the airport has undergone expansion and renovation and now consists of nine hangars, the Terminal Building, the Air Traffic Control Tower, the Airport Rescue and Fire Fighting Station, three warehouses, and an Airport Fuel Terminal. Each of these has utility within the Airport's operations and is important to the success of the Airport. Currently, the Airport serves non-commercial interests including corporate jets and general aviation aircraft through two Fixed Base Operators (FBOs). These operators are Signature Flight Support Corporation ("Signature") and Flightline Ground, Inc. ("Flightline First").

The Lakefront Airport property is bounded by the floodwall at Haynes Boulevard to the South, the Inner Harbor Navigation Canal and Lake Pontchartrain to the West and North, and Sikorsky Drive and Lake Pontchartrain to the East. The Lakefront Management Authority is responsible for all the utility infrastructure, roadways, and buildings within this perimeter. The Lakefront Management Authority strives to ensure that the basic facilities (water, sewer, roadways) are properly maintained daily to provide the services properly to its tenants. Additionally, the Lakefront Management Authority is responsible for the grounds, the airfield, and any unleased airport property and must strive to increase the level of maintenance to these facilities on a daily, monthly, and annual basis.

IV. LMA PARKS SUMMARY

The LMA maintains public spaces along the lakefront for the benefit and enjoyment of the local community as well as the Greater New Orleans Area. The public facilities comprise Lakeshore Drive and the associated park spaces which includes shelters, fountains, and picnic areas; the New Basin Canal Park; the residential parks associated with the Lake Area subdivisions; and, the beach, boat launch and fishing pier at Seabrook Recreational Facilities.

Lakeshore Drive encompasses a four-lane parkway extending from West End to Seabrook as well as the associated park features between the seawall and the Levee. There are four public shelters located along Lakeshore Drive that are available for public use.

The New Basin Canal Park consists of a park space with a walking/bike path along the eastern edge. The park is located between Pontchartrain Blvd. and West End Blvd. from Veterans Blvd to Walker Street.

Four subdivisions were created within the boundaries of the reclamation project. The property within the subdivisions of Lakeshore, Lake Vista, Lake Terrace, and Lake Oaks was created, subdivided, and sold by the Orleans Levee District and includes park space dedicated to the enjoyment and use by the respective residents and public. Lakeshore includes parks bordered by Ring St., Canal Blvd, and Robert E. Lee (Tiara and Peridot); parks accessed by Jewel St. (Harlequin and Tourmaline) and the park area along the Orleans Canal and General Haig St. (Orleans). The Lake Vista parks include five large "finger" parks that are maintained by the LMA (Ozone, Floral, Foliage, Breeze and Zephyr). The Lake Terrace parks include several small parks that border the

subdivision as well as Boreas Park located on Killdeer in the center of the subdivision. The Lake Oaks Park is located on the north side of the Lake Oaks subdivision and is bordered to the north by the Levee, to the East by the Orleans Levee District Maintenance Facility and to the West by Religious Row and Elysian Fields Avenue.

The Seabrook Beach and Boat Launch are located adjacent to and under the Ted Hickey drawbridge. The facilities include two large breakwaters protecting a small beach head and several boat launch ramps. The boat launch is a free launch area provided to the public and is heavily utilized by the angler and recreational boating community in the New Orleans area.

PROPOSAL REQUIREMENTS

This RFP incorporates specific requirements to which Respondents must comply. The submittal must include a cover sheet, a signed transmittal letter and proposal (including cost proposal).

- Cover Sheet

The following information shall be included on a cover sheet:

- I. Name of Respondent;
- II. Respondent address;
- III. Respondent telephone number;
- IV. Respondent federal tax identification number; and
- V. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

- Transmittal Letter

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent. The letter shall include:

- I. A brief statement of the Respondent's understanding of the scope of the work to be performed;
- II. A confirmation that the Respondent meets the qualification requirements as set forth herein. A confirmation that the Respondent meets the appropriate state licensing requirements to perform work in the State of Louisiana.
- III. A confirmation that the Respondent has not had a record of substandard work within the last five years;
- IV. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
- V. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- VI. Any other information that the Respondent feels appropriate; and
- VII. The signature of an individual who is authorized to make offers of this nature in the name of the Respondent submitting the proposal.

- Proposal

At a minimum the firm's proposal should include information for the evaluation of the firm's capabilities as follows:

- A. Proposed Project Team and Approach - In body of the proposal, the Respondent's team should be listed. Resumes for key team professionals (1-page maximum length per professional) from the firm should be included. Resumes can be included for team members other than team leads, particularly to display experience, capabilities, and depth of team. The key team professionals are to be presented with respect to their qualifications and roles and responsibilities within the firm / team. Sub-consultants that hold key professional roles in the firm/team are to be also identified herein. The submittal shall include a justification for each sub-consultant being proposed as part of the team as well as a breakdown showing the anticipated percentage of work the sub-consultant will perform. Overlap of responsibilities and redundancy between prime and multiple sub-consultant functions are discouraged. An organizational chart should be provided depicting the firm / team structure and roles of the Prime and each sub-consultant team firm.
- B. Performance on Similar Projects - Relevant project experience is to be provided with particular emphasis on any debris monitoring, management and consultant related projects. Project experience is not limited to, but should include those projects within Louisiana and the Gulf Coast Region and emphasize the primary goal and features listed in this RFP and the team member disciplines and experience. Respondent sub-consultants' project experience can be included as applicable to the above considerations within the Respondent's submittal. Firm/Team shall have at least 5 years of experience related to debris and disaster response. Firms are required to provide a minimum of 3 client references in the form of reference letter, email or other written documentation from past client demonstrating quality of performance of work. Name and contact information for client reference shall also be provided on the reference form included with this RFP.
- C. Firm Capacity to Complete Work - Capability to meet schedules or deadlines. Capacity of firm to provide site visits and meet at LMA facilities for standard project meetings and construction activities. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.
- D. Cost Proposal - Respondent is required to submit their costs on the Cost Proposal Form included with this RFP.
- E. DBE/Women Owned/Veteran Owned Participation - It is the established policy of the Management Authority to provide reasonable opportunities for Disadvantaged Business Enterprises/Women Owned/Veteran Owned Businesses to compete for or perform on contracts by the Management Authority. Toward this end, the Management Authority encourages, to the extent feasible, the structuring of major projects into categories which may be commensurate with the capabilities of Disadvantaged Business Enterprises/Women Owned/Veteran Owned Businesses and actively encourages major prime consultants to provide opportunities for these businesses to become involved as subconsultants. **LMA's goal for DBE participation is 18%**. The prime consultant is requested to submit a statement to the Owner detailing its efforts to comply with the DBE goal.

V. PROPOSAL SUBMITTAL

One (1) original (stamped "original") and three (3) copies of the proposal response to this advertisement must be submitted to LMA along with an electronic copy (USB flash drive only) in a searchable Portable Document Format (PDF). All proposals must be in accordance with the requirements of this RFP. Unless otherwise stated in this RFP, copies of licenses and certificates are not required to be submitted with the proposal.

Any consultant failing to submit any of the information required may be considered nonresponsive.

The submittal documents must be delivered in a sealed envelope or box that must be clearly identified on the outside as **“REQUEST FOR PROPOSALS – LMA DISASTER DEBRIS MONITORING, MANAGEMENT & CONSULTING SERVICES ”**.

Provide response to this RFP **prior to 1:00 pm CDT on Monday, July 24, 2023** by hand delivery or mail to:

Lakefront Management Authority
 Attn: Executive Director
 6001 Stars and Stripes Blvd, Suite 219
 New Orleans, LA 70126
 Phone: 504-355-5990

Responses to this RFQ received after **1:00 pm CDT on Monday, July 24, 2023**, will be rejected and returned to the respondent unopened.

VI. SELECTION CRITERIA

Criteria to be utilized for evaluation by the LMA selection committee is as follows:

TECHNICAL CRITERIA	MAXIMUM POINT SCORE
Proposed Project Team and Approach	25
Performance on Similar Projects	25
Firm Capacity to Complete Work	20
DBE/Women Owned/Veteran Owned Participation	10
TECHNICAL SCORE TOTAL	80 POINTS

Technical criteria will be scored by the LMA selection committee members individually. The final technical score will be the average of all LMA selection committee individual scores.

COST CRITERIA	MAXIMUM POINT SCORE
Cost Proposal	20
COST SCORE TOTAL	20 POINTS

Cost Proposal will be ranked from lowest total price (highest rank) to highest total price (lowest rank) and scored as follows:

COST PROPOSAL RANK	COST SCORE
1 st	20
2 nd	15
3 rd	10
4 th or lower	5

FINAL SCORE WILL BE EQUAL THE FIRM’S TECHNICAL SCORE PLUS THE COST SCORE, FOR A HIGHEST POSSIBLE TOTAL OF 100 POINTS.

VII. SELECTION

Following the final evaluation of the qualified applicants, the LMA selection committee will place the applicants in a final ranking based on the proposal received. Upon project authorization, the Sponsor will then enter contract with the top-scoring firm, with the unsuccessful firm(s) being notified accordingly. Should the execution of the contract with the top scoring firm be unsuccessful, the Sponsor shall enter negotiations with the next-highest scoring firm, (or firm's) and so on. The Sponsor reserves the right to reject all applicants and re-advertise for the contract.

After notification of selection, a kickoff meeting will be held with the selected firm and appropriate LMA personnel.

VIII. CONTRACT TIME

Following the successful negotiation with the Sponsor, the successful firm will enter a contract with LMA for a term of 1 year with the option of two 1-year extensions. All work authorizations must be issued by the termination date of the Agreement. Work on work authorizations issued prior to the termination date of the Agreement will continue to completion.

VIII. COMPENSATION

Compensation to the firm for services rendered in connection with each disaster incident will be made on the cost per unit of work, or specific rates of compensation, as specified, subject to the limitation set forth in the Agreement. For all Unit Price Work, the payment amount shall be equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item performed by the consultant.

The prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by LMA. LMA will determine the actual quantities and classifications of Unit Price Work performed by Consultant. LMA will review with Consultant the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). LMA's written decision thereon will be final and binding (except as modified by LMA to reflect changed factual conditions or more accurate data) upon LMA and Consultant. No unit price adjustments for actual quantities will be made. There will be no adjustment in unit prices for increased or decreased quantities under this contract.

IX. CONTRACT EXECUTION REQUIREMENTS

The selected consultant will be required to execute the contract within fourteen (14) days after receipt of the contract.

X. DISADVANTAGED BUSINESS ENTERPRISE

The Lakefront Management Authority is an Equal Opportunity Employer. We encourage participation of DBE firms as prime consultants or as sub-consultants on projects under the jurisdiction of the Authority. We rely on the Louisiana Department of Transportation and Development's list of DBE firms in determining whether a firm meets DBE requirements. We rely on the Louisiana Department of Economic Development's list of certified Hudson Initiative firms in determining whether a firm meets small business requirements.

The selected consultant is encouraged to have a Disadvantaged Business Enterprise (DBE) goal of **18%** of the contract fees.

DBE participation will be limited to the firms certified pursuant to the Louisiana Unified Certification Program. For convenience, DOTD provides a list on its website (<http://www8.dotd.la.gov/UCP/UCPSearch.aspx>) of firms that have been certified as eligible to participate as DBEs on US DOT assisted contracts. This list is not an endorsement of the quality of performance of any firm but is simply an acknowledgment of the listed firms' eligibility as a DBE. LMA makes no representations of the accuracy or completeness of this list on any particular date or time. Prime consultants considering the use of a particular DBE sub-consultant are advised to obtain documentation of certification status from that sub-consultant. Credit will only be given for use of DBEs that are certified by the Louisiana Unified Certification Program.

XI. RULES OF CONTACT UPON ADVERTISEMENT

LMA is the single source of information regarding this RFP and contract selection. Any official correspondence will be in writing, and any official information regarding the contract will be disseminated by LMA's designated representative via the LMA website (www.nolalakefront.com). The following rules of contact will apply during the contract selection process, commencing on the advertisement posting date and ceasing at the time of final contract selection. Contact includes face-to-face communication, the use of a telephone, facsimile, electronic mail (email), or formal or informal written communications with LMA. Any contact determined to be improper, at the sole discretion of LMA, may result in the rejection of the firm's response to this RFP.

Consultants and consultant organizations shall correspond with LMA regarding this advertisement only through the email address designated herein (Adam Gulino, PE, Director of Operations and Engineering, agulino@nolalakefront.com) and during LMA sponsored one-on-one meetings.

No consultant, or any other party on behalf of a consultant, shall contact any LMA employee, other than as specified herein or as it pertains to previously authorized LMA projects. This prohibition includes, but is not limited to, the contacting of department directors, members of the evaluation teams, and any official who may participate in the decision to award the contract resulting from this advertisement.

LMA will not be responsible for any information or exchange that occurs outside the official process specified above.

By submission of a qualifications statement to perform services pursuant to this advertisement, the consultant agrees to the communication protocol herein.

XII. REVISIONS TO THE ADVERTISEMENT

LMA reserves the right to revise any part of the advertisement by issuing addenda to the advertisement at any time. Issuance of this advertisement in no way constitutes a commitment by LMA to award a contract. LMA reserves the right to accept or reject, in whole or part, all responses submitted, and/or cancel this consultant

services procurement if it is determined to be in LMA's best interest. All materials submitted in response to this advertisement become the property of LMA, and selection or rejection of a proposal does not affect this right. LMA also reserves the right, at its sole discretion, to waive administrative informalities contained in the advertisement.

XIII. CLARIFICATIONS

LMA reserves the right to request clarification of ambiguities or apparent inconsistencies found within any proposal, if it is determined to be in LMA's best interest.

XIV. QUESTIONS

Questions regarding this RFP should be submitted in writing to Mr. Adam Gulino, P.E. at agulino@nolalakefront.com no later than 2:00 pm on **Wednesday, July 12, 2023**. All submitted questions along with the Authority's responses will be posted on the Authority's website no later than **Monday, July 17, 2023**.

TECHNICAL SPECIFICATIONS

TERMS AND DEFINITIONS

1. Authorized Representative – The Lakefront Management Authority Director of Operations and Engineering or representative authorized by the Lakefront Management Authority Executive Director
2. Chipping, Grinding, or Mulching - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as (75) percent, based on data obtained during reduction operations. The terms "chipping", "grinding", and "mulching" are often used interchangeably.
3. Cleanup Crew - A group of individuals and/or individual working for the disaster debris collection contractor collecting disaster debris.
4. Construction and Demolition Debris (C&D) - See Eligible Construction and Demolition Debris.
5. Contract Manager – The Authority’s duly authorized representative that will provide direction to the Contractor regarding services provided pursuant to this RFP and contract.
6. Authority - The Lakefront Management Authority
7. Debris - Items and materials broken, destroyed, or displaced by a natural or human- caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.
8. Debris Clearance - Clearing runways and taxiways by pushing debris to outside of the safety zone to accommodate emergency traffic.
9. Debris Management Contractor (DMC) - means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
10. Debris Management Site (DMS) - A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. May also be referred to as a temporary debris storage and reduction site.
11. Debris Monitoring - Actions taken by applicants to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope of work and/or is eligible for federal or state grant reimbursement.
12. Debris Removal - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.
13. Debris Removal Contractor (DRC) - Conducts debris removal operations per the terms of the contract. Term includes primary contractor, subcontractors, and individual crews.
14. Demobilization - Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies, and other associated materials involved in the services provided to the LMA. The Contractor will leave all sites clean and restored to the original state as approved by the LMA and verified through soil and groundwater samples.
15. Disaster-Specific Guidance (DSG) - DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.
16. Eligible - Eligible means qualifying for and meeting the most current stipulated requirements of the Public

Assistance grant program, Federal Emergency Management Agency (FEMA) Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA or the Federal Highway Administration (FHWA) during the course of a debris removal project.

17. Eligible C&D Debris - FEMA Publication 325 defines eligible C&D debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, equipment, furnishings, and fixtures that are a result of a disaster event. Current eligibility criteria include the following:
 - a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way (ROW).
 - b. Debris removal must be the legal responsibility of the applicant.
 - c. Debris must be a result of the major declared disaster event.
18. Eligible Hanger - An eligible hanger is a hazardous limb that poses a significant threat to the public. According to FEMA Publication 325, the current eligibility requirements for hazardous hangers are as follows:
 - The limb must be greater than two (2) inches in diameter at the break.
 - a. The limb must be suspended in a tree and threatening the right-of-way or public use area.
 - b. The limb must be located on improved public property.
 - c. The limb must be a result of the major declared disaster event.
19. Hazardous Stump - A stump is defined as hazardous and eligible for reimbursement if all of the criteria are met. According to FEMA Publication 325, the current eligibility requirements for hazardous hangers are as follows:
 - a. The stump has fifty (50%) percent or more of the root ball exposed.
 - b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - c. The stump is located on a public ROW or public use area.
 - d. The stump poses an immediate threat to public health and safety.
 - e. The uprooted stump must be a result of the major declared disaster event.
20. Eligible Household Hazardous Waste (HHW) - The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, and corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
 - a. HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
 - b. HHW removal must be the legal responsibility of the applicant.

- c. HHW must be a result of the major declared disaster event.
 - d. The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in The LMA with written authorization by the Director of Operations and Engineering or designee.
 - e. All hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
21. Eligible Leaner - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six (6) inches in diameter or greater as measured four and one-half feet (4 1/2') from the ground. Additionally, according to FEMA 325, a tree is considered an eligible leaner if one or more of the following apply: The tree has more than fifty (50%) percent of the crown damaged or destroyed.
- a. The tree has a split trunk or exposed heartwood.
 - b. The tree has been uprooted within a ROW or public use area.
 - c. The tree is leaning at an angle greater than thirty (30) degrees with evidence of ground disturbance as a result of the major declared disaster event.
22. Eligible Vegetative Debris - As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include the following:
- a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
 - b. Debris removal must be the legal responsibility of the applicant.
 - c. Debris must be a result of the major declared disaster event.
23. Eligible White Goods - As outlined in FEMA Publication 325, eligible white goods are defines as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- a. White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
 - b. White goods removal must be the legal responsibility of the applicant.
 - c. White goods must be a result of the major declared disaster event.
24. FHWA Emergency Relief Program - Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
25. FEMA Publication 325 - Debris Management Guide - This publication is specifically dedicated to the rules, regulations, and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can help a local government limit the amount of non-reimbursable expenses. The Debris

Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- a. Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

26. Hold Harmless - Generally, a contractual arrangement whereby one party agrees to hold the other party without harm.
27. Management Guide - Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:
- a. Eliminating immediate threats to lives, public health, and safety.
 - b. Eliminating immediate threats of significant damage to improved public or private property.
 - c. Ensuring the economic recovery of the affected community to the benefit of the community at large.
28. Field Inspector - Monitor.
29. Force Account Labor - Labor performed by the applicant's permanent, full-time, or temporary employees.
30. Garbage - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and paper.
31. Hazardous Waste - Waste with properties that make it potentially harmful to human health of the environment. Hazardous waste is regulated under the RCRA. In regulatory terms, an RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.
32. Household Hazardous Waste - See Eligible Household Hazardous Waste.
33. Mixed Debris – means a mixture of various types of debris including, but not limited to, construction and demolition debris, white goods, metal, household hazardous waste, abandoned vehicles, tires, etc.
34. Monitor - Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the LMA's expectations and contractual requirements, and are in compliance with all applicable federal, state, and local regulations. May also be referred to as a field inspector.
35. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
36. Notice to Proceed - means the written notice given by the LMA to the Contractor of the date and time for work to start.
37. Project Manager - means the Contractor's representative authorized to make and execute decisions on behalf of the Contractor.
38. Recycling - The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

39. Refrigerant - Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.
40. Regulated Waste - Any waste that is regulated by the EPA, TCEQ, or local rules/ordinances.
41. Right-of-Way - The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.
42. Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
43. Louisiana Department of Environmental Quality (LDEQ) - The lead environmental agency for the State of Louisiana.
44. Temporary Debris Storage and Reduction Site - TDSR sites are locations designated by the LMA for the storage and reduction of disaster related debris.
45. Tipping Fee - A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
46. United States Environmental Protection Agency (EPA) - Federal agency with a mission to protect human health and safeguard the natural environment.
47. United States Army Corps of Engineers (USACE) - A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct federal assistance, issued through a mission assignment, is needed.
48. White Goods- See Eligible White Goods.

ACRONYMS

BMP	Best Management Practices
C&D	Construction and Demolition
CFR	Code of Federal Regulations
CPI	Consumer Price Index
DMC	Debris Management Contractor
DMS	Debris Management Site
DSG	Disaster Specific Guidance
EPA	Environmental Protection Agency
FEIN	Federal Employer Identification Number
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FHWA-ER	Federal Highway Administration Emergency Relief Program
FOB	Freight on Board
GIS	Geographic Information System
HHW	Household Hazardous Waste
HUB	Historically Underutilized Business
MSW	Municipal Solid Waste
OSHA	Occupational Safety and Health Administration
PA	FEMA Public Assistance
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
SSN	Social Security Number
LDEQ	Louisiana Department of Environmental Quality
TDSR	Site Temporary Debris Storage and Reduction Site
LADOTD	Louisiana Department of Transportation and Development
USACE	United States Army Corps of Engineers

1. SCOPE OF WORK: The contractor shall have sufficient experience in the specialized management of disaster response labor and subcontractors for the purpose of debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. Contractor shall have the capacity and ability to rapidly mobilize and respond to potential large-scale debris volumes typical of a hurricane or tropical storm in addition to localized small-scale volumes typical of a tornado.
2. WRITTEN NOTICE TO PROCEED: The Lakefront Management Authority Director of Operations and Engineering or designee shall issue official written notice to proceed for the services referenced in this contract. The notice to proceed shall be sent via electronic transmission (facsimile, e- mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site at the airport, then the written notice to proceed will be hand delivered. Under no circumstances shall the Authority be liable for any services rendered unless the written notice to proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written notice to proceed.
3. MOBILIZATION: Within twenty-four (24) hours of being issued written notice to proceed from the Authority, the Contractor shall mobilize equipment and resources. Within forty-eight (48) hours of being issued written notice to proceed from the Authority, the Contractor shall begin debris removal operations as directed by the Executive Director or designee.
4. PERIOD OF PERFORMANCE: Upon notice to proceed and mobilization, the Contractor must provide the Authority with a reasonable time from in which the work will be completed. The Authority will use the Contractor's estimation to develop a time limit on the period of performance for the work to be done.
5. SAFETY: The Contractor shall be solely responsible for maintaining safety at all work sites, including debris management site (DMS) locations and debris collection sites. The Contractor shall take all reasonable steps to ensure the safety of workers and visitors to DMS locations and debris collection sites. Safety at DMS locations and debris collection sites includes traffic control measures such as traffic cones and flag personnel. The Contractor shall also be solely responsible for ensuring that all Occupational Safety and Health Administration (OSHA) requirements are met and a safety officer is assigned to the project for the duration of this contract.
6. PAYMENT BOND: The Contractor shall furnish LMA, prior to payment of the first contractor invoice, a Payment Bond in an amount of 25% to the value established within an issued Work Authorization, which bond shall be conditioned upon the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Consultant shall be required to provide an updated Payment Bond in an amount equal to the new value.
7. USE OF LOCAL RESOURCES: As per the Robert T. Stafford Act and Federal Emergency Management Agency (FEMA) regulations, the Contractor shall give first priority to using resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.
8. ON-SITE PROJECT MANAGER: The Contractor shall provide an on-site project manager to the Authority. The project manager shall provide a telephone number to the Authority with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Director of Operations and Engineering or designee and Authority-authorized representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, LMA coordination, and damage repairs. Frequency of meetings may be adjusted by the Director of

Operations and Engineering or designee. The Contractor's project manager must be available twenty-four (24) hours a day, or as required by the Director of Operations and Engineering or designee.

9. DAILY REPORTING: The Contractor is required to submit a daily report to the Authority which identifies daily and aggregate totals of services provided by the Contractor. The daily report provided by the Contractor will be approved by the Director of Operations and Engineering or designee.

10. EQUIPMENT:

- a. All trucks and other equipment must comply with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good condition. To ensure compliance, equipment may be inspected by the Authority's authorized representatives prior to its use by the Contractor.
- c. Debris shall be mechanically loaded and reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a Authority-approved DMS or final disposal site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- e. **Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions.** Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the airfield by the Director of Operations and Engineering or designee.
- f. Hand-loaded vehicles are allowed if pre-authorized in writing by the Director of Operations and Engineering or designee following the event. All hand-loaded vehicles will receive an automatic fifty (50%) percent deduction for lack of compaction.
- g. Hauling equipment without a tailgate or no solid tailgate cannot be compacted to its full capacity. Therefore, such equipment will receive a maximum of eighty-five (85%) percent of the certified hauling capacity for reimbursement purposes.
- h. All loads must be covered.

11. TRAFFIC CONTROL: The Contractor shall mitigate the impact of their operations on local traffic to the

fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS locations and debris collection sites. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the Director of Operations and Engineering or designee nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for safety is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

12. WORK HOURS: The Contractor shall conduct those debris removal operations generating noise levels during daylight hours only, unless authorized by the Director of Operations and Engineering. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the LMA and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) day a week basis.

13. EXISTING UTILITIES:

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with power, telephone, and television cables. The park areas also include underground water, sewerage, and drainage utilities. In the case of utility conflict, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The Contractor shall pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Maps of subsurface utilities will be provided by LMA prior to work.

14. FACILITIES AT DEBRIS MANAGEMENT SITE LOCATIONS: The Contractor shall provide portable toilets as designated by the LMA at each debris management site. The toilet shall be provided prior to the start of any DMS operations and shall be kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation.

15. ENVIRONMENTAL PROTECTION:

- a. Any of all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- b. The Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMS locations. Maintenance of equipment that typically remain at the DMS (for example, track hoes, front-end loaders, grinders) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- c. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Director of Operations and

Engineering or designee. The Contractor shall comply in a timely manner with all directions of the Director of Operations and Engineering or designee regarding the use of a water truck or other approved dust abatement measures.

- d. The Contractor shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.
- e. The Contractor shall immediately report incidents to the Director of Operations and Engineering or designee or the authorized representative and document all incidents that affect the environmental quality of DMS locations. These incidents include but are not limited to hydraulic fluid leaks, oil spills, or fuel leaks.
- f. The Contractor must notify the LMA regarding any fluid or chemical spillage so that the LMA or its authorized representative can review and approve of the cleanup.

16. ELIGIBLE VEGETATIVE AND CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL:

- a. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative and construction and demolition (C&D) debris existing on the Lakefront Airport to a LMA-approved DMS or final disposal site in accordance with all federal, state, and local rules and regulations.
- b. For the purposes of this contract, eligible vegetative and C & D debris that is piled in immediate proximity to the airport and is accessible from paved surfaces with loading equipment will be removed.
- c. Once the debris removal vehicle has been issued a load ticket from the LMA's authorized representative, the debris removal vehicle will proceed immediately to a LMA-approved DMS or a final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location, unless directed otherwise by the LMA or its authorized representative.
- e. The contractor must provide traffic control as conditions require or as directed by the Director of Operations and Engineering or designee.

17. PARK ACCESS AND ROUTE PLANNING

- a. LMA parks have limited access for vehicles and heavy equipment. The contractor shall make every reasonable effort to protect Live Oak trees and the general condition of the park.
- b. No heavy equipment shall be allowed to enter the dripline of a Live Oak tree without prior approval. Live Oak trees within 15 feet of access route shall be staked off with tree protection fencing at the drip line. Contractor shall be responsible for placing and removing tree protection fencing as part of this contract.
- c. In the event that rutting occurs from heavy equipment use in park, contractor shall be

responsible for restoring the condition of the rutted areas. Rutted areas are to be filled with topsoil and seeded to match existing species of grass.

18. DEBRIS MANAGEMENT SITE (DMS):

- a. Site Management, Operations and Reduction Through Grinding: Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster-related debris. Grinding must be approved by the Director of Operations and Engineering or designee prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the Director of Operations and Engineering or designee.
- b. The management of all DMS locations includes assistance with obtaining necessary local, state, and federal permits, or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA) and LADEQ.
- c. The contractor is responsible for operating the DMS locations in accordance with Occupational Safety and Health Administration (OSHA), EPA, and LADEQ guidelines.
- d. Debris at all DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, household hazardous waste [HHW], etc.). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.
- e. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.
- f. The contractor is responsible for all associated costs necessary to provide DMS locations' utilities, which include, but are not limited to, water, lighting, and portable toilets.
- g. The contractor is responsible for maintaining ingress and egress to the DMS for all weather conditions.
- h. The contractor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.
- i. The contractor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices (BMP).
- j. The contractor is responsible for all associated costs necessary to provide DMS locations fire protection, which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- k. The contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The contractor is also responsible for all associated costs

necessary for HHW/contaminant disposal at a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the LMA.

- l. The contractor is responsible for providing twenty-four (24) hour security for DMS locations.
- m. The contractor will only permit contractor vehicles and others specifically authorized by the LMA or its authorized representative on site(s).
- n. Upon completion of haul-out activities, the contractor will be responsible for reasonably restoring the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the LMA's direction for DMS operations. All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the LMA and LADEQ.
- o. Haul-Out of Reduced Debris to Final Disposal Site: Work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material such as ash, reduced C&D, or mulch existing at a LMA-approved DMS location to a LMA-approved final disposal site in accordance with all federal, state, and local rules and regulations. The Contractor shall not receive any payment from the LMA for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-LMA-approved final disposal.
 - a. Upon completion of haul-out activities, the contractor will be responsible for reasonably restoring the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the LMA's direction for DMS operations. All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements, and is subject to final approval by the LMA and LADEQ.

19. REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND ELIGIBLE HANGING LIMBS: Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove eligible hazardous trees and eligible hazardous hangers existing on the LMA ROW or public use area.

- a. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs existing in the LMA ROW will be placed in the safest possible location on the LMA ROW and subsequently removed in accordance with the terms, conditions, and procedure described in the section on ROW vegetative debris removal. The LMA will not compensate the Contractor for cutting leaning

trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the LMA ROW, then Contractor must load the resulting debris as eligible hazardous leaning tree or eligible hazardous hanging limbs as they are removed.

- b. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter (measured four and one-half (4 1/2) feet from the base of the tree) existing on the LMA ROW or public use area will be performed for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - i. The tree is leaning in excess of thirty (30°) degrees with evidence of ground disturbance, as a result of the disaster, in a direction that poses an immediate threat to public health, welfare, and safety.
 - ii. Over fifty (50%) percent of the tree crown is damaged or broken and heartwood is exposed.
 - iii. The tree has a split trunk that exposes heartwood.
- c. Only eligible hazardous hanging limbs will be removed. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter (measured at the break) existing on the LMA ROW or public use area will be performed as identified by the Director of Operations and Engineering or designee. For hanging limbs to be removed and eligible for payment, the damage to the limb must have been caused by the disaster and satisfy ALL of the following requirements:
 - i. The limb is greater than two (2) inches in diameter measured at the break.
 - ii. The limb is still hanging in a tree and threatening a ROW or public use area.
 - iii. The limb is located on improved public property.

20. ELIGIBLE HOUSEHOLD HAZARDOUS WASTE REMOVAL TRANSPORT AND DISPOSAL: Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the LMA.

- a. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

21. ELIGIBLE RIGHT-OF-WAY WHITE GOODS DEBRIS REMOVAL: Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of eligible white goods from

the ROW, removal of refrigerants, transportation to a LMA-approved DMS, decontamination, and transportation to a LMA-approved facility for recycling or a MSW type I landfill for final disposal. The designated facility for recycling must be approved in writing by the LMA. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- a. The removal, transportation, and recycling or final disposal of eligible white goods includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling or final disposal.
- c. The Contractor shall recycle or dispose of all eligible white goods in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- d. Refrigerant-containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated LMA-approved DMS for refrigerant removal by the Contractor's qualified technicians.

22. ELIGIBLE ANIMAL CARCASSES: Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of animal carcasses from the ROW to a final disposal site.

23. DESCRIPTION OF DESIGNATED AREAS:

- a. The designated area for debris removal (the LMA right-of-way (ROW) is bounded by the airport limits, street ROWs, parking areas, and debris staging areas. The Director of Operations and Engineering or designee may also authorize the Contractor to perform debris removal on non-airport roadways or other areas, as directed in writing by the Director of Operations and Engineering or designee.
- b. The Director of Operations and Engineering or designee will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- c. All debris identified by the Director of Operations and Engineering or designee shall be removed. The number of complete passes the Contractor shall conduct through the LMA is at the discretion of the Director of Operations and Engineering or designee. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the LMA or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the Director of Operations and Engineering or designee in writing.

- d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the runway, taxiway or apron surfaces. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.
- e. The Contractor shall deliver all disaster-related debris to a LMA-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Contractor shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.
- f. The LMA will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the LMA, the LMA may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the LMA.
- g. All final disposal sites must be approved in writing by the Director of Operations and Engineering or designee. The Contractor will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor reduction, handling, disposal, and remediation operations must be approved in writing by the Director of Operations and Engineering or designee.
- h. Prior to reimbursement by the LMA, the Contractor must furnish an invoice in hardcopy and electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the final disposal site.
- i. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.
- j. The LMA reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.
- k. Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The LMA reserves the right to require the Contractor to dismiss or remove from the project any workers as the LMA sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

24. DOCUMENTATION AND MEASUREMENT:

- a. The Contractor is responsible for ensuring that all labor and equipment used for emergency push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and runways/taxiways/streets worked.
- b. All Contractor trucks used for collection and hauling of eligible debris from the airfield to LMA-approved DMS locations or final disposal sites shall be measured (inside bed measurements) and certified for cubic yard volume by the LMA or its authorized representative. The Contractor shall provide a representative to approve to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck

certification and to notify the LMA of any discrepancies. Placards will be attached to each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Director of Operations and Engineering or designee. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a LMA-authorized representative each time it returns to work from other contracts or communities.

- c. The Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- d. Load tickets, unit rate tickets, haul out tickets, time and material tickets, truck certification forms, truck placards, and other forms necessary for documenting eligible work will be provided by the Contractor. Load tickets will be used for recording volumes of debris removal. Unit rate tickets will be used for documenting unit rate services, such as hangar or leaning tree removal. Only tickets, certification forms, truck placards, and other documentation forms designated and approved by the LMA will be authorized for use.
 - i. Each ticket shall be of a type that consists of one (1) original and four (4) carbon- copy duplicates.
 - ii. Each ticket shall be used to document the location where the disaster-related debris was collected (that is, street address) and the amount picked up, hauled, reduced, and disposed of. The Contractor is responsible for ensuring all loads and unit rate tickets capture location debris or work as completed, collection/disposal date, disposal location, percentage load call or measurement, and LMA-authorized representative name and signature. No payment will be made by the LMA for incomplete load or unit rate tickets submitted for payment.
 - iii. Load tickets will be issued by an authorized representative of the LMA at the collection site. The LMA-authorized monitor will complete the applicable portion of the load ticket and provide all five (5) copies to the vehicle operator. Upon arrival at the LMA-approved DMS or final disposal site, the vehicle operator will present the five (5) copies of the load ticket to the LMA-authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the LMA-authorized representative present at the LMA-approved DMS or final disposal site. The LMA-authorized representative will validate, enter the estimated debris quantity, and sign the load ticket. The LMA will keep the original copy, two (2) copies will be given back to the vehicle operator, and the remaining two (2) copies will be provided to the Contractor.
 - iv. Loads of processed (for example, chipped) debris being hauled from a DMS to a LMA-approved final disposal site will follow the same load ticket procedures. A LMA-authorized representative will initiate the load ticket at the DMS. Another LMA-authorized representative will validate and sign the ticket at the LMA-approved final disposal site.
 - v. The Contractor shall give written notice of the location for work scheduled twenty- four (24) hours in advance.

- vi. Scope of service items that have rates based on one-way haul mileage shall have such mileage determined by geographic information system (GIS) geocoding and routing analysis of the mileage between load origin and DMS or LMA-designated final disposal site, unless GPS is available on equipment.

COST PROPOSAL FORM

DEBRIS MONITORING				
ITEM #:	POSTION	ESTIMATED HOURS*	HOURLY RATE	COST EXTENSION
DM-1	Project Manager	480		
DM-2	Debris Management Site and Field Supervisor	960		
DM-3	Field Monitor	1200		
DM-4	Debris Management Site Monitor	480		
DM-5	GIS/Data Specialist	80		
DM-6	Billing/Invoicing Analyst	80		
DM-7	Administrative Staff/Clerical	80		
DEBRIS MONITORING SUBTOTAL				

MANAGEMENT AND CONSULTING				
ITEM #:	POSTION	ESTIMATED HOURS*	HOURLY RATE	COST EXTENSION
MC-1	Program Manager	480		
MC-2	Grants Management Consultant	240		
MC -3	Cost-Benefit Analyst	80		
MC -4	GIS/HAZUS Specialist	80		
MC -5	Field Technician	120		
MC -6	Administrative Specialist	480		
MC -7	Environmental Specialist	80		
MC -8	FEMA Specialist	240		
MANAGEMENT AND CONSULTING SUBTOTAL				

DEBRIS MONITORING SUBTOTAL: \$ _____

MANAGEMENT AND CONSULTING SUBTOTAL: \$ _____

COST PROPOSAL TOTAL: \$ _____

INSURANCE REQUIREMENTS

1.00 INSURANCE

A. General

1. The Contractor/Vendors shall obtain and maintain the required insurance policies with the required limits of coverage for the life of the contract or service. A Certificate(s) of Insurance shall be submitted to the Lakefront Management Authority (Authority) as proof of insurance in the amounts for purposes stated with the required endorsements. The Certificates of Insurance are subject to the approval of the Authority. The insurance coverage shall be approved by the Authority prior to the commencement of the work or service. The Certificate of Insurance shall be and signed and authorized by the insurance company covering the risk. Insurance renewal Certificates shall be submitted and approved by the Authority at least ten (10) business days prior to expiration date of an insurance coverage. Insurance policies shall be obtained from companies admitted and authorized to do business in the State of Louisiana (La. R.S. 22:1257) and shall be "Best Rated" A VI or better.
2. The Contractor/Vendor shall not cause any required insurance policy to be cancelled or permit any insurance policy on file to lapse or experience a reduction in limit of the required coverage. Insurance policies shall include a clause to the effect that the insurance policy and certificate shall not be subject to cancellation of liability of insurance policy without notice. Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed. The Orleans Levee District, the Southeast Louisiana Flood Protection Authority - East and the Lakefront Management Authority must be named Additional Insured and a Waiver of Subrogation of Right in the Favor of the Orleans Levee District, the Southeast Louisiana Flood Protection Authority – East and the Lakefront Management Authority endorsement shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.
3. The Authority reserves the right to require increases in the limits of coverage on any line of coverage, additional lines of coverage and complete certified copies of all required insurance policies at the discretion of the Authority.

B. MINIMUM INSURANCE REQUIREMENTS

1. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

LIMIT of COVERAGE: STATUTORY

Employers Liability: Should exposures involve U. S. Federal Longshoremen's Act (USL&H) or Employers Maritime Liability (Jones Act), evidence of insurance shall be submitted to the District for approval prior to the commencement of work. This includes any work near or over water and/or the use of any vessels.

A Waiver of Subrogation in Favor of the Orleans Levee District, the Southeast Louisiana Flood Protection Authority - East and the Lakefront Management Authority endorsement is required.

2. COMPREHENSIVE GENERAL LIABILITY (Claims Made Policy Not Accepted)

LIMIT of COVERAGE:

- a) \$1M Each Occurrence
- b) \$2M Aggregate
- c) Premises Operations
- d) Products Completed Operation
- e) Personal/Adv. Injury
- f) Property Damage
- g) Liquor Liability (if applicable)
- h) Contractual Liability

An Additional Insured and a Waiver of Subrogation in Favor of the Orleans Levee District, the Southeast Louisiana Flood Protection Authority - East and the Lakefront Management Authority endorsements are required.

3. BUSINESS AUTOMOBILE LIABILITY LIMIT of COVERAGE:

- a) \$1M PER OCCURRENCE
- b) \$1M Aggregate
- c) Owned Autos/Non-Owned Autos
- d) Hired Auto/All Autos

An Additional Insured and a Waiver of Subrogation in Favor of the Orleans Levee District, the Southeast Louisiana Flood Protection Authority - East and the Lakefront Management Authority endorsements are required.

4. CONTRACTUAL HOLD HARMLESS

The contractor/vendor shall indemnify and Hold Completely Free of Harmless the Lakefront Management Authority, it's Employees, Consultants, the Members of the Lakefront Management Authority Board, the Southeast Louisiana Flood Protection Authority - East and the Orleans Levee District from all loss, liability or expense to which Lakefront Management Authority, it's Employees, Consultants, the Members of the Lakefront Management Authority Board, the Southeast Louisiana Flood Protection Authority - East and the Orleans Levee District may be subject to as a result of operations and/or Errors or Act of Omissions of any sub-contractor/vendor.

STATEMENT:

Under the Minimum Insurance Coverage Requirements to be provided for any and all exposures, the limit of coverage shall apply as required by the Authority. The final insurance coverage requirements are subject to the Contractual Agreement.

The Authority reserves the right to revise insurance requirements as deemed in the best interest of the Authority. The Authority reserves the right to cancel any and all contracts, leases, agreements to purchase, etc. for failure of the contractor or vendor to maintain the required insurance or failure to comply with any and all requirements contained in the insurance section.

REFERENCES FORM

Please provide three (3) current and correct references from clients for similar services.

1. Client Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____ Email Address: _____
Description of services provided: _____

Contract Amount: _____ Start/End Date of Contract: _____

2. Client Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____ Email Address: _____
Description of services provided: _____

Contract Amount: _____ Start/End Date of Contract: _____

3. Client Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____ Email Address: _____
Description of services provided: _____

Contract Amount: _____ Start/End Date of Contract: _____