

**LAKEFRONT MANAGEMENT AUTHORITY
REQUEST FOR NON-PROFESSIONAL SERVICES –
As-Needed Emergency Debris Removal and Site Management Services
June 26, 2023**

I. REQUEST FOR PROPOSALS

Notice is hereby given that the Lakefront Management Authority (“Authority”) is seeking proposals from qualified firms (“Respondents”) to provide emergency debris removal and site management services (“Services”) at Authority managed or operated properties and facilities.

The Authority is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets owned by the Orleans Levee Districts (“District”)

You are hereby advised and agree by submitting a proposal for the Services that the Authority is NOT required to award any agreement based solely on the price proposals and may at any time cancel this Request for Proposals (“RFP”) and not award an agreement in its sole discretion for any reason.

The Authority a political subdivision of the State of Louisiana is subject to the Louisiana Public Records Act, La. R.S. 44:1, *et seq.* Accordingly, all information submitted by Respondents in connection with this RFP will be subject to release and disclosure if the Authority receives a public records request. Marking information as confidential will not reduce this possibility.

All costs of preparation or any other costs incurred by Respondents to respond to this RFP and any costs associated with any administrative or judicial proceedings resulting from the solicitation process are the sole responsibility of the Respondent.

II. SCOPE OF SERVICES

Please see the Scope and Schedule of Required Services attached hereto as Exhibit A.

This RFP is for a time-and-materials and unit price services contract, with a not-to-exceed amount of \$300,000.00.

4.1 Term. The primary term of this Agreement shall be one (1) year and shall commence on the last date of execution by the Parties of this Agreement(the “Initial Term.”) The

Authority shall have the option to extend the Initial Term of the Agreement for two (2) additional renewal periods of one (1) year (“Extended Term(s).”) If the Authority desires to exercise its renewal option, it shall notify Contractor in writing at least thirty (30) calendar days before the expiration of the then-current term

III. EVALUATION SERVICES

The following are the general criteria to be used by the Committee that will evaluate the proposals submitted by Respondents (“Evaluation Committee”):

| CRITERIA | DESCRIPTION | WEIGHT |
|--------------------------------------|---|---------------|
| A. Price Proposal | Respondent’s proposed rate for all materials and services, including warranties offered. See Exhibit C for Fee Rate Schedule. (Quantities shown in Exhibit C are for evaluation purposes only.) | 25% |
| B. Ability to Meet Project Schedules | Ability to meet the Board’s schedule for expeditiously completing assignments. | 25% |
| C. Experience | Specialized experience with the type of services set forth in the Scope of Services, including a working understanding of emergency response operations. | 25% |
| D. Conceptual Plan | A detailed explanation of how the team will approach the assigned project(s). | 20% |
| F. DBE/SBE Participation | A demonstrated willingness to promote full and equal business opportunities in accordance with race and gender-neutral qualification DBE/SBE programs such as the City of New Orleans’ SLDBE Program, as more fully described herein. | 5% |

The Evaluation Committee may request additional information from the top Respondent(s) to further evaluate said Respondent(s) for final selection and to negotiate a fee structure and other terms. The Evaluation Committee will be responsible for performing the above-described evaluations, presenting the results, and recommending a contractor to the Lakefront Management Authority Board of Commissioners.

IV. PROPOSAL REQUIREMENTS

a. Written Proposals

The following shall be included in the bound submission:

1. Minimum Qualifications Summary (16-page limit): Respondents should provide a summary stating how they meet the evaluation criteria set forth above to provide the Services as set forth more fully in Exhibit A. The Proposer shall certify that their company is a licensed General Contractor in the State of Louisiana with a Specialty in Hazardous Waste Treatment and Removal. Proposers must submit a copy of the license with the proposal and be in good standing with the State regulatory body. A subcontractor may possess the Specialty license in lieu of the prime contractor license.

2. Resumes & List of Referrals: Respondents should include detailed resumes or curricula vitae for the principals performing the Services and a list of referrals.

3. Price Proposal: Respondents shall provide the rates it proposes to charge the Authority to provide the Services in a separate sealed envelope, marked with the Respondent's formal, legal name (not just a trade name) and "As-Needed Emergency Debris Removal and Site Management Services."

4. Authorized Signatory: Respondents should provide the name of the individual who will be authorized to sign an agreement on its behalf if its proposal is accepted, including his/her contact information.

By responding to this RFP, Respondents agree to the Authority's Agreement (Exhibit B), which is attached hereto, and therefore waives any future right to contest the provisions set forth therein.

b. Required Forms

Respondents are required to complete the following forms and submit them with their proposal:

- Attachment "D" – Non-Collusion Declaration
- Attachment "E" – Attestation Clause (Past Criminal Convictions of Contractors)
- Attachment "F" – Affidavit of Use of Status Verification System
- Attachment "G" – Certification regarding Debarment, Suspension, and other Responsibility Matters

- Attachment “H” – Certification regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Attachment “I” – Certificate of Compliance with Drug Free Workplace
- Attachment “J” – Form CAIR, LSI, KPI, and NS
- Attachment “K” – Form SF24-102

c. **Additional/Optional Information**

The following may be included in Respondents’ bound submissions, as applicable, and shall not be counted against the page limits:

- i. Professional reference letters, limited to three (3), preferably directly related to work/services that are similar to the Services to be performed under this procurement.
- ii. Evidence of DBE/SBE certification as described herein.
- iii. Evidence of licensure as General Contractor and/or required specialty license.

d. **Submission Instructions**

Written proposals, required forms, and additional/optional information shall be submitted in a sealed box/envelope and contain the following:

- 1 **original** of the proposal bound with any required forms;
- 4 copies of the proposal bound with any required forms;
- A complete electronic copy of the proposal on flash drive; and,
- Price proposals in a separate envelope.

In the event of any inconsistencies between the bound proposal and the electronic copy, the Authority reserves the right to accept the version with the terms most favorable to the Board.

Proposals shall be delivered to the Lakefront Management Authority Terminal Building 6001 Stars and Stripes Blvd., Suite 219 New Orleans, LA 70126, no later than **11:00 a.m. (CST) on Monday July 24, 2023. The Authority will not accept proposals after this deadline or allow any Respondent to change or submit additional information after the deadline.**

Proposals will only be accepted Monday through Friday, excluding holidays, from 8 a.m. to 4 p.m. **The Authority will not accept proposals submitted by fax or email or which are not sealed.**

V. AUTHORITY CONTACT

All questions, correspondence, inquiries, and other communications regarding this procurement shall be directed to Adam Gulino, P.E. no later than 5:00 p.m. (CST) on **Wednesday July 12, 2023**. All questions will be answered via addenda will be posted on the LMA's website at: Nolalakefront.com

VI. TENTATIVE SCHEDULE

Anticipated Timetable:

| | |
|---------------------------------|---|
| RFP Release | Monday, June 26, 2023 |
| Respondents' Questions Due | Wednesday July 12, 2023 5:00 p.m. CST |
| Proposal Submissions Due | Monday, July 24, 2023 11:00 a.m. CST |

The Authority will make every effort to administer the proposal process in accordance with the terms and dates outlined in this RFP, but the Authority reserves the right to modify the proposal process and dates as deemed necessary.

VII. DISADVANTAGED BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE ("DBE/SBE") PARTICIPATION

The Authority will take the necessary steps, in accordance with 2 C.F.R. § 200.321, its federally funded procurement policy, and Louisiana law, to assure that small and minority businesses, women's business enterprises, and labor surplus area firms, are used when possible.

If the Respondent intends to subcontract any portion of the work under the awarded contract, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses, veteran-owned small businesses, service disabled veteran-owned small 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.

Respondents shall be required to take the necessary steps and must include such provisions in its subcontracts

VIII. JOINT VENTURES

Any proposal submitted by a joint venture shall be signed by all parties of the joint venture, together with the title of each. In the event an award is made to a joint venture, the agreement must be executed by authorized representatives of all parties of the joint venture evidenced by a written document signed by all members of the joint venture' e.g., resolution, unanimous consent. One (1) of the parties of the joint venture shall be designated and authorized to represent all parties in said joint venture with regards to coordinating services and for the receipt of notices and all other correspondence under the Agreement. However, it shall be specifically understood that such representation will in no manner relieve the other parties of the joint venture of any responsibility under the terms and conditions of the Agreement. All payments and invoices under the Agreement shall be in the name of the joint venture.

IX. AUDIT REQUIREMENTS

The selected Respondent shall maintain accounting records and all other records relating to services rendered pursuant to the Agreement , as a condition to the award of this public contract, for the Legislative Auditor of the State of Louisiana and/or the Authority's auditors (internal or external), and/or FEMA to inspect, examine and/or conduct an audit of all books, accounts and records pertaining to the performance of obligations and the compensation due to be received under the Agreement. All accounting records and other records relating to the performance of obligations and the compensation received or due to be received under the Agreement shall be maintained for a period of five(5) years from the expiration of the term of the Agreement or earlier termination of the Agreement.

X. ETHICS

The Authority calls the attention of all potential Respondents to the Louisiana Ethics Code, La. R.S. 42:1101, *et seq.* Those laws prohibit the Authority from doing business with any of its current directors or those who have served on the Board within the past two (2) years or from doing business with certain companies with which the following persons are connected.

XI. INSURANCE

Before an agreement is executed, the selected respondent must provide its current certificate(s) of insurance for the types and amounts of coverage as indicated in the Agreement.



Exhibit A
AS NEEDED EMERGENCY DEBRIS REMOVAL AND SITE MANAGEMENT SERVICES

CONTRACTOR SCOPE OF SERVICES

The following scope of work is intended to give the contractor an overview of the intended work and is not dictating contractor's means and methods.

The Lakefront Management Authority (LMA) is seeking proposals for As Needed Emergency Debris Removal and Site Management Services (“Services”) for property owned, or administered, or under the control of the LMA, herein referred to as “LMA Property”. Such LMA property lies within the Louisiana civil parish of Orleans the jurisdiction of the LMA. The Services will assist the LMA in recovering from the effects of natural or manmade disasters or incidents such as hurricanes, tornados, or floods. Services may include removal of vegetative and construction debris, hazardous leaning trees, trees with hanging limbs, hazardous stumps, and other disaster-generated debris and setup, operation, and close of a temporary debris management site. The LMA has the sole right to activate this contract depending on the magnitude of the event and amount of debris.

The LMA has contract separately for a Debris and Waste Monitoring and Management Consultant (DWMMC) to assist in managing debris and waste removal and monitoring of this contract. Contractor shall work with, and as necessary, take direction from the DWMMC as it relates to the performance of this contract.

SCOPE OF WORK

The Scope of Work for these services shall include the following:

Immediately prior to or after disaster:

- A. Provide a 24 hour; 7 day a week; 365 days per year Emergency contact number for on duty LMA staff to initiate Services.
- B. If the disaster can be reasonably predicted in advance, at the LMA’s request, Contractor representative(s) shall meet with LMA staff 24-48 hours prior to begin disaster response planning.
- C. If the disaster could not be reasonably predicted in advance, Contractor representative(s) shall meet with LMA staff within 24 hours of being requested to prepare for debris removal.

Upon Notice to Proceed:

- A. Contractor shall attend daily meetings with the LMA and/or its representative to discuss the work that was performed since the previous meeting and plan for the following day(s).
- B. Perform Debris and Waste Removal described below as required:
 - 1) CLEARING AND/OR REMOVING DEBRIS AND WASTE from streets, roads, bridges, parks, marinas, airport, etc. on "LMA Property" to the LMA's predetermined debris management site (DMS).

This action requires the loading of various types of debris and waste and transporting the load to a DMS. Debris is typically defined as scattered items and materials broken, destroyed, or misplaced by a natural disaster. Examples: trees, construction and demolition material and personal property. This includes "LMA Property" up to the private and public property lines, rights-of-ways, servitudes, and easements of other owners, including, but not limited to local, state, and federal government, and utility companies.

1-A – Vegetative Debris - A cubic yardage rate associated with collection and transportation of vegetative debris from the public right-of-way to a predetermined disposal area. Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris in this instance has already been separated or requires no separation and has been placed on the right of way for collection.

1-B – Construction & Demolition (C&D) Debris - A cubic yardage rate associated with the collection and transportation of construction and demolition debris from LMA property to a predetermined disposal area or landfill. Construction and demolition debris generated by a disaster includes damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and flooring, window coverings, plastic pipe, fully cured asphalt, heating and ventilating, air conditioning systems and their components, light fixtures, small appliances, equipment, furnishings and fixtures. C & D debris in this instance needs to be separated and will be placed on LMA property for collection. In some cases, this debris may be directed to a final disposal facility.

- 2) MANAGEMENT AND OPERATION OF THE AUTHORITY'S DEBRIS MANAGEMENT SITE in order to accept, process and reduce disaster-related debris

If determined by the LMA's Debris Manager that a Debris Management Site (DMS) is needed, it will be located at (Location To Be Determined) in New Orleans, LA for the contractor to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. It shall be used to reduce debris and increase the operation's flexibility.

By employing a DMS, the Authority's debris can be collected from "LMA Property" in order to expedite permanent recovery operations. The LMA's DMS shall allow for the following:

- Flexibility of operations.
- Facilitation of recycling and reduction of debris. Specific reduction, recycling or segregation needs should be designed into the site.
- Expediting debris collection. Having a site for temporary storage and reduction allows time for local landfill site preparation before final disposal.
- Restoring LMA operations by moving debris and waste off-site from Board terminals and facilities.

In addition to the information below, the contractor should follow the guidelines in the Administrative Orders received from the Louisiana Department of Environmental Quality (LDEQ), "Appendix A/Appendix B Admin Order for Authorization for Pre-approved Emergency Debris Sites" which can be found on LDEQ's website <https://deq.louisiana.gov/resources/category/debris-management>.

The Contractor shall provide at the DMS a drop-off area for the LMA's authorized personnel to deliver debris and waste it collects from "Authority Property" so that it can be sorted for recycling, reduction, and accepted as C&D debris and waste for storage at the DMS site.

The Contractor may consider constructing an impermeable lining and earthen berms in order to contain spills and prevent surface water runoff from leaving the DMS area. The Contractor shall furnish, install, maintain, and remove upon completion of the contract, suitable monitoring towers located at ingress and egress points at the DMS. Monitoring towers should be constructed of durable structural materials and should follow any local, state, or federal criteria for design and construction to withstand active and static loads.

The DMS shall have a designated storage area for the Contractor's equipment and fuel and signs posted appropriately. The fuel storage areas shall be designed to contain spills. Water shall be always readily available. Water storage areas should be strategically positioned throughout the DMS and identified appropriately.

Recycling

Disasters may present opportunities to contract large-scale recycling operations and mitigate disposal cost and, in some instances, create an economic return for the LMA. The Contractor shall attempt to exercise its initiative to segregate and recycle debris and waste as it arrives at the DMS or landfill.

The decision to recycle disaster debris and waste should be made before collection begins. The LMA may determine that marketing and selling the reduced debris is more financially attractive than hauling the unreduced debris to a local landfill.

Processing disaster debris and waste through grinding, shredding or any other means without an understanding of the end-uses and market specifications may result in the

products becoming unusable for its intended purpose and the debris will need to be disposed of. For that reason, it is incumbent upon the Contractor to thoroughly research the market opportunities and establish criteria to assist emergency personnel in making decisions to recycle certain types of debris.

Common Recyclable Materials

* Metals

Hurricanes and tornadoes can cause extensive damage to mobile homes, metal roofs, awnings, signage, etc. on “LMA Property”. Most of the non-ferrous and ferrous metals are suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances and other metal items. Ferrous and non-ferrous metals are separated using an electromagnet and then sold to metal recycling firms.

* Soil and Silt

Landslide debris removal operations may include transporting large amounts of soil or silt from the disaster area to the DMS. At the DMS, it is combined with other organic materials that will decompose over time. This procedure can produce significant amounts of soil that can be sold, recycled back into the agricultural community, or stored on-site to be used as cover. If the soil is not suitable for any agricultural or residential use, it may be deemed suitable for use as cover material at a landfill.

* Concrete, Asphalt and Masonry Debris

Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials must meet certain size specifications as determined by the end user.

Traffic Patterns

The traffic circulation shall be well-defined throughout the entire DMS site. Although traffic signs and barricades aid in directing traffic, the Contractor should consider flag personnel to help direct traffic. Optimally, the designed traffic pattern should allow trucks to enter and exit through different access points, if each is monitored. Haulers shall typically be paid by the volume of a load. The load is evaluated when entering the site as a percentage of the full capacity of the truck. The LMA’s Debris and Waste Monitoring and Management Consultant (DWMMC) shall place its monitors at ingress and egress points to ensure every truck releases the entire load prior to leaving the site. This avoids debris left in a truck from a previous load from being counted again in a subsequent load.

The empty trucks that are entering the site to remove the processed (reduced) debris should enter and exit through an access point other than that of all other traffic. This will reduce the site management and debris monitor confusion regarding debris being deposited or leaving the site.

Contractor’s DMS Manager

The Contractor is responsible for supervising the overall day-to-day operations, maintaining daily logs, preparing site progress reports and enforcing safety and

permitting requirements during site operations. The Contractor is also responsible for scheduling the environmental monitoring and updating the site layout plan.

LMA's Debris Monitors

The LMA's DWMMC shall place its monitors at ingress and egress points in order to quantify debris loads, issue debris load tickets, inspect and validate truck capacities, check loads for hazardous wastes and perform quality control checks.

Contractor's Safety Personnel

The Contractor's safety personnel shall be responsible for traffic control and ensuring that site operations are following the state and federal occupational safety regulations.

Site Closure

When the site operations are complete, the DMS must be restored to its original condition before returning the site to the LMA. Restoration of the DMS involves removing all traces of the operations and possible remediation of any contamination that may have taken place during the operations. The site must be brought back to its pre-event environmental state, prior to it being returned to the owner.

Debris, processing equipment, storage tanks, protection berms, and other structures built on the site by the Contractor shall be removed from the DMS upon completion of all debris removal and processing operations.

The final environmental site assessment is an extension of the environmental monitoring program provided to the LMA by its DWMMC. Testing like that completed in the baseline study will be conducted, and an initial study made to confirm the site has been returned to its pre-activity state. Test samples will be taken at the same locations as those of the initial assessment and monitoring program. However, if warranted, additional test samples may need to be taken at other locations on or off the site.

Based on the results of the testing, additional remediation may be required before the LMA will take final acceptance of the DMS back from the contractor. Turnover back to the LMA will be considered complete when LDEQ has accepted closure of the site. The Authority's agreement with the Contractor will have provisions to release the Contractor from future damages if the site is returned in its original condition.

2-A – A lump sum cost associated with all items necessary to setup and closeout the Debris Management Site per the requirements of the contract and LDEQ.

2-B – The cost associated with operating the Debris Management Site per day for the duration of operations after setup is complete until closeout begins.

3) HAUL OUT

Contractor will be considered the owner of all debris brought to a DMS. The Contractor must remove or arrange for the removal and final disposal of all debris, reduced or not, brought to the DMS. The Contractor is responsible to pay all the tipping fees in association with the final disposal. Contractor will provide all required documentation needed to receive reimbursement.

4) STUMPS

A stump may be determined to be hazardous and eligible for reimbursement as a per-unit cost for stump removal, if it meets all the following criteria which shall be determined by the LMA or its designated agent:

It has 50 percent or more of the root-ball exposed (less than 50 percent should be flush cut);

It is on "LMA Property"; and

It poses an immediate threat to life, public health, and safety.

The reasonable cost for the stump removal is based on the diameter of the stump measured two feet from the ground. Stumps measuring 24 inches in diameter or less do not require special equipment; therefore, reimbursement will be based on the reasonable unit cost per cubic yard, using the Stump Conversion Table found in Appendix E, FEMA FP 104-009-2, Public Assistance Program and Policy Guide Version 4. The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

The Contractor will be compensated at the rate per cubic yard for normal debris removal for all stumps, regardless of size if placed on "LMA Property" by others (i.e., Contractor did not extract stumps from "LMA Property"). In such instances, the Contractor did not incur additional costs to remove these stumps; the same equipment used to pick up vegetative debris can be used to pick up these stumps.

If the Contractor incurs additional costs for removal of a stump measuring more than 24 inches in diameter that is placed on "LMA Property" by other, then a Hazardous Stump Worksheet can be submitted for reimbursement consideration.

5) CUTTING PARTIALLY UPROOTED OR SPLIT TREES (LEANERS)

An eligibility determination shall be made by the LMA or its representative using the following criteria:

*A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or LMA property; and if it is six inches in diameter or greater, when measured two feet from the ground; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined by the LMA to be hazardous and that have less than 50 percent of the root-ball exposed shall be cut flush at the ground level. The cut portion of the tree shall be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

6) REMOVAL OF DANGEROUS HANGING LIMBS (HANGERS)

Criteria for the removal of hangers will be determined by the LMA using the following criteria:

Limbs must be:

- Greater than 2” in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)
- Located on improved LMA property.

All hazardous limbs in a tree should be cut at the same time, not in passes for sizes.

An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.

7) STORM DEPOSITED SILT-CANALS AND DITCHES

Contractor shall remove storm deposited silt and debris from drainage canals and ditches on “LMA Property” by any necessary means via land-based equipment where accessible. The Contractor shall load, haul and dispose of debris, either vegetative or C&D, at the LMA’s DMS. The width shall be determined by measuring the canal or ditch from the highest elevation on one bank to the highest elevation on the opposite bank. The LMA’s DWMMC shall direct the Contractor to use the means appropriate for silt removal. Contractor shall dispose of the silt either on “LMA Property” or a site secured and paid for by the Contractor.

8) CLEANING AND CLEARING OF DRAIN LINES

Contractor shall clear drain lines such that they will be left clean and unobstructed to allow for full capacity drainage flow. Contractor shall dispose of the silt at either the LMA’s DMS or a site secured and paid for by the contractor. The Contractor shall load, haul and dispose of debris, either vegetative or C&D at the LMA’s DMS. Measurement shall be by the inside diameter of the drain line.

9) CLEANING AND CLEARING OF CATCH BASINS AND INLETS

Contractor shall clear catch basins and drainage pumping station wet-wells or inlets such that they will be left clean and unobstructed to allow for full capacity drainage flow. Contractor shall dispose of the silt at either the LMA's DMS or a site secured and paid for by the contractor. The Contractor shall load, haul and dispose of debris, either vegetative or C&D at the LMA's DMS.

10) FILL DIRT

Contractor shall supply and place suitable fill dirt in ruts created by equipment and vehicles, holes created by the removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety on "LMA Property".

11) DEAD ANIMALS

Contractor shall remove the carcass of all dead animals on LMA Property and dispose of in accordance with all federal, state and local rules and regulations.

12) TIRE REMOVAL

Contractor shall load, haul and dispose of or recycle all eligible tires.

13) EMERGENCY ROAD/RUNWAY CLEARANCE

The following services shall be provided by the Contractor

- Provide Equipment, Labor and Materials necessary to open traffic lanes as designated by the LMA, to include pushing of debris off the roadway/runway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of the pavement.
- Provide traffic control (day and/or night).
- Coordinate with Utility Companies, as required, to permit safe removal of debris

**AGREEMENT
BETWEEN
LAKEFRONT MANAGEMENT AUTHORITY
AND
[CONTRACTOR]
FOR
AS NEEDED EMERGENCY DEBRIS REMOVAL AND SITE
MANAGEMENT SERVICES**

This Agreement (“Agreement” or “Contract”) is entered into on the dates written below, by and between the Lakefront Management Authority (“Authority”), an independent political subdivision of the State of Louisiana, and the governing authority of the non-flood protection assets owned by the Orleans Levee District (“District”), represented herein by Louis J. Capo, its duly authorized Executive Director, , and [COMPANY NAME] (“Contractor”), a [COMPANY TYPE], represented herein by [AUTHORIZED SIGNER], its duly authorized [TITLE],. The Authority and Contractor are at times collectively referred to herein as “Parties” and individually as a “Party.”

1. SCOPE AND SCHEDULE OF SERVICES.

1.1 Scope of Services. Contractor shall provide all the necessary labor, materials, tools, and equipment to perform As Needed Emergency Debris Removal and Site Management Services (the “Services”) at Authority properties and facilities owned by the Orleans Levee District that are managed and controlled by the Authority which Services are described in Contractor Scope of Services, which is attached hereto and incorporated herein as Exhibit A, (“Contractor Scope of Services”).

In the event that Services are required beyond those set forth on Exhibit A (“Additional Services”), Contractor shall submit a written change order to the Authority detailing the scope and estimated cost based on the Rates

set forth in Section 2 and if approved shall receive written approval from the Authority's Executive Director and, if necessary, by resolution duly adopted by the Authority prior to commencing any Additional Services. Any Additional Services performed by Contractor that are not properly authorized in advance by the Authority's Executive Director shall be at Contractor's sole cost, risk and expense.

1.2 Commencement and Schedule of Services.

1.2.1 Commencement of and Schedule of Services.

Tasks will be assigned to Contractor by the Authority acting through Mr. Louis Capo, the Authority's Executive Director, or his designee, after negotiation of scope, and a schedule has been determined acceptable by the Authority's Executive Director. Contractor will begin work only on written notice to proceed as authorized by the Authority's Executive Director.

1.2.2 Suspension. Contractor agrees that the Authority may suspend any Services by giving written notice of such to Contractor. Upon receipt of said notice, Contractor shall immediately suspend said Services in accordance therewith. Contractor shall resume said Services within five (5) days of receipt of written notice to proceed from the Authority Engineer.

2. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

2.1 **Quality of Work.** Contractor hereby represents, warrants and conveys to the Authority that it will perform all Services in a timely, safe, professional and workmanlike manner and in accordance with all applicable laws, rules and regulations and professional standards.

2.2 **Contractor’s Organization Chart.** An organizational chart of Contractor’s personnel (and that of its subcontractors, (hereinafter “Sub-Contractor(s)”) available to accomplish this work is attached as Exhibit "B" (“Organization Chart”), and hereby made part of this Agreement. Contractor agrees not to substitute any other personnel for those listed on a personnel and classification listing which is included in Exhibit “B” to provide the services required hereunder, unless Contractor has received written approval from the Authority acting through Mr. Gulino, or his designee, in advance and submits a revised Exhibit “B” indicating any additional personnel.

3. COMPENSATION, INVOICING AND PAYMENT

3.1 **Compensation.** Subject to the not-to-exceed limit set forth in Section 3.2, Contractor shall be compensated for the proper performance of the Services in accordance with the rates set forth below.

A. Compensation for Contractor’s proper performance of services shall

be in accordance with the fee schedule and rate sheet attached as **Exhibit “C” (“Fee Schedule and Rate Sheet”)**, which shall include Sub-Contractors’ fees and rates, if applicable. No overtime will be charged unless specifically authorized in writing by Mr. Gulino and the overtime rate shall be no more than 1.5 times the hourly rates stated in Exhibit “C”.

B. Charges for printing, local courier services, postage, parking fees, car rentals, meals, cellular phones, personal protection equipment, office equipment, long distance phone calls, photography, and travel (including vehicular) mileage within 100 miles of the Authority’s office in the Terminal at the New Orleans Lakefront Airport (“Authority’s office”) are not chargeable or otherwise recoverable from the Authority. No per diem or costs associated with travel more than 100 miles from the Authority’s Office, or any other expenses are chargeable or otherwise recoverable from the Authority, unless explicitly approved in writing by the Authority prior to incurring said expense and/or travel. Any individual reimbursable travel and per diem expenses shall be limited to the rates identified in the then current State of Louisiana, Division of Administration, Travel Guide for state employees.

No additional charges or expenses will be reimbursed unless expressly agreed to in advance and in writing by the Authority Contractor shall submit certified invoices for additional services

along with originals of all receipts, invoices, or other such evidence of said expenditures in accordance with Section 3.3.

C. Whenever Additional Services are approved in accordance with the provisions of this Section of this Agreement the provisions of this Contractor shall invoice the Authority for the actual costs, or as otherwise agreed to, in the approved change order, and provide the Authority with all supporting documentation, including receipts, invoices, etc. Invoices shall be submitted and paid in accordance with Section 3.3.

D. The stated compensation is inclusive, and includes no additional amounts for the Contractor's costs, including without limitation, all expenses relating to overhead, administration, Sub-Contractor, employees, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The Authority will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

E. Sub-Contractors' costs shall be considered direct costs and compensation for such services shall be based on original invoices submitted by them to Contractor with no additional markup by Sub-Contractor firm(s) or Contractor. All payments made for individuals

performing work under this Agreement shall be adequately supported by certified time sheets for everyone indicating dates and hours worked, cancelled checks, payroll registers, contracts, and/or federal tax and information reports as applicable. Certified time sheets will not be required for individuals working for Sub-Contractors with whom Contractor has a lump sum agreement that is listed on Exhibit “C”. The Authority may require written documentation to support such maintenance of proper books and records

3.2 Contractor’s Total Compensation. Contractor’s total compensation for all Services and approved Additional Services provided under this Agreement shall not exceed \$300,000.00

3.3 Invoices and Payment

Invoices shall be submitted via email to finance@nolalakefront.com with a copy to Lcapo@nolalakefront.com within thirty (30) calendar days of the corresponding Services dates. All invoices shall include the following: date(s) of Services provided; a description of the Service(s) provided; and, the pricing per Service, in accordance with the rates set forth in Section 3.1. The Authority may require additional written documentation as determined to be necessary in the Authority’s sole discretion. The Authority will pay approved invoices within thirty (30) calendar days of receipt.

3.4 Taxes. Contractor shall be responsible for payment of all taxes due as a result of the Services and the compensation paid by the Authority for the Services. The Authority is exempt from paying sales tax and will furnish an exemption certificate to Contractor upon request.

4. TERM, DEFAULT & TERMINATION

4.1 Term. The primary term of this Agreement shall be one (1) year and shall commence on the last date of execution by the Parties of this Agreement (the “Initial Term.”) The Authority shall have the option to extend the Initial Term of the Agreement for two (2) additional renewal periods of one (1) year (“Extended Term(s).”) If the Authority desires to exercise its renewal option, it shall notify Contractor in writing at least thirty (30) calendar days before the expiration of the then-current term.

4.2 Authority’s Remedies for Default. If Contractor fails to meet the requirements of this Agreement or any Law, Rule or Regulation as defined in Section 6.2, or otherwise breaches the Agreement, the Authority may in its sole discretion:

- (i) elect to have the Contractor re-perform, or cause to be re-performed at Contractor’s sole expense, any Services which failed to meet the requirements of the Agreement or any applicable Law, Rule or Regulation; and/or,
- (ii) hire another Contractor to perform the Services and deduct any

additional costs incurred by the Authority because of substituting contractors from any amounts due to Contractor or recover from Contractor any additional costs; and/or,

(iii) pursue and obtain all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the Authority's right to pursue and obtain all other available legal or equitable remedies against Contractor.

4.3 Termination.

4.3.1 Termination for Convenience. The Authority shall have the right to immediately terminate this Agreement for its convenience at any time without penalty by giving written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall take all necessary and reasonable steps to cease work and shall invoice the Authority for all Services performed prior thereto. Contractor's sole and exclusive remedy for said termination shall be compensation for all Services properly performed prior to termination in accordance with Section 3. Contractor agrees that it shall be entitled to no damages, allowances, or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

4.3.2 Termination for Cause. The Authority reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, upon written notice to Contractor for the following reasons:

- Lack of, or reduction in, funding or resources.
- Contractor's failure to perform the Services in accordance with the terms of this Agreement;
- Contractor's improper, misuse or inept performance of Services under this Agreement;
- Contractor's failure to comply with the terms and provisions of this Agreement;
- Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- If, necessary, in the Authority's sole discretion, to protect the health and safety of its employees or the public;
- If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer

for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or,

- Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

In the event of termination for cause, the Contractor shall only be entitled to receive payment for Services properly completed prior to the termination date, subject to any setoffs due to the Authority. If the Authority terminates the Agreement for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described in Section 4.3.1. The Contractor agrees that it shall be entitled to no damages, allowances, or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

5. NOTICES

Except as otherwise provided herein, all notices or other correspondence under this Agreement shall be sent by electronic transmission (E-Mail) or United States registered or certified mail to each Party's respective designated contact, as provided below. Notice shall be deemed effective upon delivery.

FOR LMA: Louis J. Capo
Executive Engineer

Lakefront Management Authority
6001 Stars and Stripes Blvd., Suite 219
New Orleans, Louisiana 70126
Lcapo@nolalakefront.com

With a copy to:

**Executive Director of the Lakefront Management Authority
6001 Stars and Stripes Blvd., Suite 219
New Orleans, LA 70126**

FOR CONTRACTOR:

Each Party shall be responsible for immediately notifying the other Party in writing of any change in its designated contact during the term of this Agreement. Failure to do so shall not nullify the effectiveness of any notice properly delivered to the address provided to the previously designated contact.

6. DUE DILIGENCE, STANDARD OF CARE, & COMPLIANCE WITH LAWS, RULES AND REGULATIONS

6.1 Due Diligence and Standard of Care. Contractor shall perform all its obligations pursuant to this Agreement with due diligence and make every effort to complete work hereunder within the schedules set forth for each task and project assigned or as shown herein. The standard of care applicable to Contractor's Services shall be the degree of skill and diligence normally employed by Contractors performing the same or similar services at the time said Services are performed in this geographical area. Where applicable, Contractor shall re-perform any Services not meeting this standard, as determined by the Authority in its sole discretion, without additional compensation. Contractor fully understands that approval and acceptance by the Authority of any plans, specifications, reports, or other documents prepared by Contractor or its subcontractors under this Agreement shall not relieve Contractor of the responsibility for properly performing the Services in accordance with

this Agreement.

6.2 Contractor’s Acknowledgement Regarding Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that FEMA financial assistance may be used to fund Emergency Inspection Services, Engineering Services and other Services that may be assigned to Contractor pursuant to this Agreement and agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in connection therewith.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly agreed and understood that Contractor is an independent contractor with respect to performance of all Service and neither Contractor nor any of its employees, subcontractors, directors, agents or officers (collectively the “Contractor Group”) shall be deemed for any purpose to be the employee, agent, servant, invitee, or representative of the Authority, or the Indemnitees, as defined in Section 9 of this Agreement. The Authority shall exercise no direction or control over the details of the performance of the Services, or any member of the Contractor Group, except in the results to be obtained. Contractor shall always have ultimate control over its operations and the actual performance and supervision of all Services performed under this Agreement. Neither Contractor nor any member of the Contractor Group shall have the authority to represent or bind the Authority or the

Indemnites in any way, and neither Contractor nor any member of the Contractor Group shall hold themselves out as having authority to act for the Authority or Indemnites.

8. WAIVER OF BENEFITS

It is expressly agreed and understood between the Parties that Contractor, acting as an independent agent, shall not receive from the Authority any sick and/or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, Social Security benefits, retirement benefits and/or any other employee benefits for any Services performed under this Agreement.

9. INDEMNIFICATION & LIMITATION OF LIABILITY

9.1 Indemnification. To the fullest extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless the Authority, and any of its officers, directors, commissioners, employees and agents (collectively, “Indemnites”) from and against any and all demands, claims, causes of action, proceedings, damages, liabilities, fines, losses, costs and expenses, including but not limited to, reasonable attorneys’ fees and litigation expenses, arising from or in any way connected or alleged to be connected with (1) Contractor’s and/or any member of the Contractor Group’s, as defined in Section 7, performance of its obligations under this Agreement and/or (2) the intentional acts,

gross negligence or negligence of Contractor or any member of the Contractor Group (collectively “Claims”).

Contractor hereby acknowledges that the duty to defend is a separate and distinct obligation and, on the filing or assertion of a Claim, Contractor shall defend the Indemnitees from and against the Claim at Contractor’s sole cost. When while fulfilling its obligations under this Agreement, Contractor must engage attorneys to defend the Indemnitees, Contractor shall obtain the prior written consent of the Authority to the attorneys to be engaged.

9.2 Limitation of Liability. To the fullest extent allowed by law, the Authority shall not be liable to the Contractor or any member of the Contractor Group, for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity, for any matter relating to this Agreement regardless of whether a claim is based in contract, tort (including negligence), strict liability, violation of any applicable deceptive trade practices act or similar legal requirement or any other legal or equitable principle.

10. INSURANCE

10.1 General Insurance Requirement

A. Insurance Companies – All insurance shall be written with insurance companies authorized and licensed to do business in the State of Louisiana and that have a current A.M. Best’s rating A- VII, or better. Any coverage provided under a self-insured program must first be approved in writing by the Authority.

B. Primary and Noncontributory - All insurance required herein, except professional liability, and including any excess or umbrella coverage, shall be primary insurance to any other insurance that may be carried by the Authority for its own protection or which may otherwise provide any insurance coverage to the Authority. Any insurance or self-insurance maintained by the Authority shall be in excess of Contractor’s insurance and shall not contribute in any way.

C. Proof of Insurance – Before this Agreement becomes effective, the Contractor shall furnish to the Authority Engineer an original, latest edition standard ACORD form or equivalent documentation acceptable to the Authority evidencing that it has procured the insurance required herein. The Authority reserves the right to require Contractor provide updated certificates of insurance, declaration pages, and/or endorsements for any of the insurance required herein at any time. Contractor shall replace all such certificates with new ones within 10 days of expiration.

D. Additional Insured – Except for workers’ compensation and professional liability insurances, the “Lakefront Management Authority” and “Orleans Levee District” shall be named additional

insureds on all policies required herein. The additional insureds for the general liability policy shall be for both ongoing and completed operations, by means of endorsements at least as broad as ISO CG 20 10 11 85 or CG 20 10 10 01 is used with CG 20 37 10 01 (or their combined equivalent). Such endorsements shall be furnished to the Authority Engineer.

E. Waiver of Subrogation – For all insurance policies required herein, as well as any other insurance carried by Contractor for its protection, Contractor shall waive all rights of subrogation and shall require that its insurers waive all rights of subrogation against the Authority. Such waiver of subrogation shall be evidenced by endorsements to the applicable policies.

F. Notice of Cancellation and Material Change – All policies required herein shall provide for written notice of cancellation to be sent to the Authority in accordance with policy provisions. In the event of notice of cancellation of or material change in any insurance required herein, upon receiving notice of said material change, Contractor shall immediately provide written notice to the Authority. All insurance notices shall be sent and emailed to the Authority Engineer

G. Maintaining Insurance – Except as otherwise stated herein, all insurance policies herein required shall remain in full force and effect through the term of this Agreement and any renewals/extensions thereto, whichever is later (“Required

Insurance Period”). If any insurance required herein is cancelled or materially changed and not immediately replaced during the Required Insurance Period, the Authority reserves the right to purchase insurance at the expense of the Contractor to protect the Authority’s own interest. The furnishing of insurance shall not relieve the Contractor of the responsibility for losses not covered by insurance.

H. Subcontractor Contractor Insurance: Contractor shall require and verify that all Subcontractors maintain insurance of the same nature and in the same amounts as required of Contractor in this Section, unless otherwise identified. It is the responsibility of the Contractor to ensure Subcontractors have the required insurance and the Contractor shall ensure that the Authority and District are additional insureds on insurance required from Subcontractors. Upon request, Contractor shall furnish to the Authority proof of Subcontractor insurance. Insurance provisions required of Subcontractors may be modified only upon written approval by the Authority.

I. Subject to Revision – The amounts and types of insurance required herein shall be subject to revision annually at each renewal term or extension at the discretion of the Authority.

J. No Representation or Warranty – The Authority makes no representation or warranty that the insurance set forth in this section

will be sufficient to protect the Contractor's interests. The coverages specified below are minimum amounts. If the Contractor maintains higher limits of coverage, the limits required under this Agreement shall be the minimum limits stated or the limits carried, whichever are higher. The insurance requirements under this Agreement shall in no way limit Contractor's liability, including Contractor's indemnification obligations.

K. Deductibles – The Contractor shall be liable for any deductibles or self-insured retentions it maintains under the required insurance.

L. Combination of Coverages – A combination of primary and excess or umbrella insurance may be used to satisfy the requirements of this Section. Any excess or umbrella insurance must follow form with the underlying coverages and be primary and noncontributory with any coverage maintained by the Authority.

M. Exceptions – Any exceptions to these insurance requirements must be approved in writing by the Authority.

1.

Specific Insurance Coverages Required

Commercial General Liability Insurance: Contractor shall procure and maintain at its sole cost and expense commercial general liability insurance (on an occurrence basis) with limit of liability of not less than one million

dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). The aggregate limit for products and completed operations shall be not less than two million dollars (\$2,000,000). If the work requires the use of watercraft, the watercraft exclusion shall be eliminated. If the work will occur within 50 feet of a railroad, the exclusion for work within 50 feet of a railroad shall be eliminated by means of endorsement CG 24 17 or equivalent.

2. Commercial Automobile Liability Insurance:

Contractor shall procure and maintain at its sole cost and expense commercial automobile liability insurance which shall include owned, hired and non-owned coverage with limit of liability of not less than one million dollars (\$1,000,000) combined single limit each accident for bodily injury or property damage. Employee versus employee coverage exclusion shall be waived

3. Workers' Compensation and Employer's Liability

Insurance: Contractor shall procure and maintain at its sole cost and expense, statutory workers' compensation insurance to cover liability imposed by Federal and State statutes having jurisdiction over the Contractor's employees, and Employer's liability coverage with limits of not less than one million dollars (\$1,000,000) each accident,

and one million dollars (\$1,000,000) each disease policy limit. Whenever applicable, protection shall also be provided for under the Federal Longshoremen's and Harbor Workers' Compensation Act. Whenever applicable, protection shall also be provided for liability under the Jones Act and under general maritime law in an amount of not less than one million dollars (\$1,000,000).

11. PROTECTION OF AUTHORITY'S INFORMATION AND DATA

All financial, statistical, personal, technical and other data and information relating to the Authority's operations made available to Contractor in order to carry out this Agreement, which Contractor creates, or which become available to Contractor in carrying out this Agreement shall not be used for personal gain and shall be protected by Contractor from unauthorized use and disclosure. Contractor shall not use any of the information which it collects, gathers or creates in the performance of its obligations and the provision of requisite services under this Agreement for personal gain or for any other purpose without in every case the prior written approval of the Authority. Further, Contractor shall regard all such information confidential and shall not release it without in every case the prior written approval of the Authority. Contractor shall insure in all

agreements it makes with Subcontractors that the agreements shall include a provision imposing these obligations on Contractor's Subcontractors.

12. SUBCONTRACTS

Contractor shall not use any subcontractor unless Contractor has received prior written approval from the Authority Engineer. The Authority may require information regarding ownership interests in the subcontractor prior to approval of the subcontractor's retention. Contractor shall incorporate in all subcontracts and shall require all subcontractors to comply with the obligations set forth in the following Sections: Quality of Work (Section 2.1), Due Diligence, Standard of Care, and Compliance with Laws, Rules, and Regulations (Section 6), Independent Contractor Relationship (Section 7), Waiver of Benefits (Section 8), Indemnification & Limitation of Liability (Section 9), Insurance (Section 10), Protection of Authority's Information and Data (Section 11), Right to Audit (Section 13), Work Product (Section 14), Severability (Section 26.2), Applicable Law, Waiver of Venue and Waiver of Jury (Section 26.4), Drafting of the Agreement (Section 26.8), Code of Ethics (Section 26.9), and Non-Waiver (Section 26.10).

Additionally, if a subcontractor may perform any Services that may be subject to federal funding reimbursement, Contractor shall also incorporate the obligations require the subcontractor to comply with the obligations set forth in the following Sections: Contract Work Hours and Safety Standards Act (Section 15), Compliance with Clear Air Act and

Clean Water Act (Section 16), Suspension and Debarment (Section 17), Byrd Anti-Lobbying Amendment (Section 18), Procurement of Recovered Materials (Section 19), DHS Seal, Log and Flags (Section 20), No Obligation by Federal Government (Section 21), Program Fraud and False or Fraudulent Statements or Related Acts (Section 22), Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms (Section 23), Equal Employment Opportunities (Section 24), David Bacon Act and Copeland Anti-Kickback Act (Section 25).

13. RIGHT TO AUDIT

Contractor and its subcontractors, if any, shall maintain and retain complete and accurate books, documents, papers, accounting records and other evidence pertaining to the performance of all obligations hereunder, and the compensation due as a result thereof, for a period of five (5) years from the date of expiration or earlier termination of this Agreement. Contractor agrees to permit the Legislative Auditor of the State of Louisiana and/or the Authority (internal or external) to inspect, examine and/or conduct an audit of all books, accounts, and records of Contractor pertaining to the performance of all obligations hereunder and/or the compensation due therefor. This access will include inspection and reproduction of the Contractor’s books, accounts and records at no cost to the Authority.

Additionally, the following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the Authority, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. 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.
- C. 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 Agreement.

14. WORK PRODUCT

All data collected and all work product prepared in connection with this Agreement, including all plans, specifications, drawings, reports, studies, research, renderings, calculations, notes, files, pictures, and/or other documents collected or prepared in connection with this Agreement, except Contractor's personnel or administrative files, and any software

for which a license shall be granted to the Authority, shall become and be the property of the Authority as it is collected and prepared, and neither the Authority shall not be restricted in its use of such material. Contractor shall deliver all such original hard copy documents and electronic media to the Authority at the Authority's request at any time during or after completion of this Agreement. Copies of all such documents shall be delivered to the Authority prior to termination of this Agreement or as otherwise required herein. Should any discrepancy occur between electronic files and hard copies, hard copies shall govern.

15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. The contractor nor any 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this Section the Contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages, penalties and/or fines provided under law. 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 (1) of this section, in the sum of twenty-six dollars (\$26) 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Authority 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 this Agreement, as authorized under the Contract Work Hours and Safety Standards Act, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and 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 paragraphs (1) through (3) of this Section.

16. COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT

16.1 Clean Air Act

- (1) 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.*
- (2) The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, the appropriate Environmental Protection Agency Regional Office and any other required party.
- (3) 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.

16.2 Federal Water Pollution Control Act

- (1) 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.*
- (2) The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, the appropriate Environmental Protection Agency Regional Office, and any other required party.
- (3) 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.

17. SUSPENSION AND DEBARMENT

Federal regulations restrict the Authority from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award Management (“SAM”) Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible

under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and Subcontractors at www.SAM.gov.

- (1) 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, its 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).
- (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.
- (3) This certification is a material representation of fact relied upon by the Authority. 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 Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

18. BYRD ANTI-LOBBYING AMENDMENT

Contractor shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. 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. A copy of Contractor's executed certificate is attached hereto as Exhibit H.

19. PROCUREMENT OF RECOVERED MATERIALS

- (1) 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:
 - i. Competitively within a time frame providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is

available at <http://www.epa.gov/cpg/products.htm>.

20. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Authority, the Contractor, or any other party pertaining to any matter resulting from the Agreement.

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

23. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the Services covered by this Agreement that may be subject to federal funding reimbursement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. 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.

24. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

- (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:

(1) 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.

- (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.

- (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.
- (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.

- (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) 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.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement ~~contract~~ 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.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor because of such direction by the administering agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

25. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

- (1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

- (2) **Subcontracts.** The Contractor and any Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause

requiring Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these contract clauses.

- (3) **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

26. DOMESTIC PREFERENCES

26.1 As appropriate and to the extent consistent with law, the Authority will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

26.2 For purposes of this section:

26.2.1 “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.

26.2.2 “Manufactured products” means 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.

27. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

27.1 The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services - Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 criticatechnology as part of any system. Nothing in the prohibition shall be construed to -

(2) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(3) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering

into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to -

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) **Procedures.** The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) **Representations.** The Offeror represents that -

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional

disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that -

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services -

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services -

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

28. FEDERAL AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING.

The Authority is responsible for oversight of the operations of any Federal award supported activities. The Authority must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by Authority must cover each program, function or activity. To the extent applicable, the Authority must submit performance reports in accordance with 2 C.F.R. §200.328-329. Contractor agrees to cooperate and assist the Authority with complying with applicable that any Federal requirements and performance expectations are being achieved

29. ENERGY EFFICIENCY.

Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201, *et seq.*).

30. GENERAL PROVISIONS

30.1 Non-Discrimination. In the performance of this Agreement, Contractor shall not discriminate against any employee on the basis, whether in fact or perception, of a person's race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, ancestry status or any other protected classification under applicable law. Contractor agrees to comply with and abide by all

applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

30.2 Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person and/or circumstance shall, at any time and/or to any extent, be found to be invalid or unenforceable by a court of law, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

30.3 Assignability. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Authority. A transfer by Contractor of substantially all its assets, the merger of Contractor with another entity, or the transfer of a controlling interest in ownership of Contractor shall constitute an assignment hereunder. Contractor acknowledges that the Authority may assign this Agreement as part of a transfer of all or part of its operations and/or assets.

30.4 Applicable Law, Waiver of Venue and Waiver of Jury. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, without giving effect to any conflict of

law provisions Venue of any action arising from this Agreement shall be exclusively in the Civil District Court, Parish of Orleans, State of Louisiana, or the United States District Court for the Eastern District of Louisiana, if there is Federal jurisdiction over any asserted cause of action. The Parties irrevocably waive any objection which they may have now or hereafter to (a) the personal jurisdiction of the federal and state courts in the State of Louisiana, (b) the venue of any proceeding brought in such court, or (c) that such proceedings have been brought in a non-convenient forum when brought in such court. The Parties irrevocably agree that any final judgment (after appeal or expiration of time for appeal) entered by such court shall be conclusive and binding upon the Parties and may be enforced in the courts of any other jurisdiction to the fullest extent permitted by law. Each of the Parties hereby irrevocably waives its right to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of all disputes that may be filed in any court and that relate to the subject matter of the overall transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.

30.5 Attorneys' Fees and Costs. In any action or proceeding between the Parties seeking the enforcement of any of the terms and conditions of this Agreement, the prevailing Party in such action or proceeding shall be awarded, in addition to any damages or equitable relief, its reasonable attorneys' fees, litigation related expenses and court costs.

30.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same document. For purposes of this Section, facsimile and PDF signatures are acceptable; however, the original signature pages shall be substituted as soon as practicable.

30.7 Entire Agreement. This Agreement, including Exhibits A – K constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties.

30.8 Drafting of Agreement. The Parties agree that the terms and conditions of this Agreement are the result of arm’s length negotiations between the Parties and/or their counsel. Neither Party shall be the drafter of the Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

30.9 Code of Ethics and Affidavits Executed by Contractor. Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to Contractor in the performance of its obligations under this

Agreement. Contractor agrees to immediately notify the Authority if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement. Contractor's executed affidavits ("Non-Collusion Affidavit," "Attestation Affidavit," "E-Verification Affidavit," and "Certification Regarding Disbarment") are attached hereto as Exhibits D, E, F and G.

30.10 Non-Waiver. The failure of a Party to strictly enforce any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced. Any waiver by a Party of any term, condition, covenant, or breach of this Agreement shall not be deemed to be a continuing waiver of same. The Authority reserves all rights it has under state and federal law in the event of breach of this Agreement by any member of the Contractor Group.

30.11 Authority. Each of the signatories to this Agreement represents and warrants that he or she is fully authorized and empowered to enter and execute this Agreement for himself or herself and/or any Party such signatory represents. Each Party warrants to the other that (a) it has the requisite right, power, and authority to execute, deliver, and perform the terms and conditions of this Agreement and to consummate the transaction contemplated in this Agreement, (b) it has taken all action necessary to authorize the execution, delivery, and performance of the terms and conditions of this Agreement and all other documents and agreements to be executed and/or delivered in connection with or pursuant to this Agreement, and (c) the performance by the Party of its duties,

obligations, and responsibilities under this Agreement will not violate or constitute a default under the terms and provisions of any laws of the State of Louisiana 3013 or applicable Federal law, or any material agreement, document, or instrument to which such Party is a party or by which such Party is bound or affected.

30.12 Exclusive Benefit. Except as otherwise provided herein, this Agreement is entered into for the exclusive benefit of the Authority and Contractor, and the Parties expressly deny any intent to benefit any person that is not a Party to this Agreement.

30.13 Survival. The following Sections will survive the expiration or termination of this Agreement and remain in effect until fulfilled: Quality of Work (Section 2.1), Due Diligence, Standard of Care, and Compliance with Laws, Rules, and Regulations (Section 6), Independent Contractor Relationship (Section 7), Waiver of Benefits (Section 8), Indemnification & Limitation of Liability (Section 9), Insurance (Section 10), Protection of Authority's Information and Data (Section 11), Right to Audit (Section 13), Work Product (Section 14), Contract Work Hours and Safety Standards Act (Section 15), Compliance with Clear Air Act with Clean Water Act (Section 16), Suspension and Debarment (Section 17), Byrd Anti-Lobbying Amendment (Section 18), Procurement of Recovered Materials (Section 19), DHS Seal, Log and Flags (Section 20), No Obligation by Federal Government (Section 21), Program Fraud and False or Fraudulent Statements or Related Acts (Section 22), Contracting with Small and Minority Businesses, Women's Business

Enterprises, and Labor Surplus Area Firms (Section 23), Equal Employment Opportunities (Section 24), Davis Bacon Act and Copeland Anti-Kickback Act (Section 25), Domestic Preferences (Section 26), Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Section 27), Non-Discrimination (Section 30.1), Severability (Section 30.2), Applicable Law, Waiver of Venue and Waiver of Jury (Sections 30.4), Attorneys' Fees and Costs (Section 30.5), Entire Agreement (Section 30.7), Drafting of the Agreement (Section 30.8), Code of Ethics (Section 30.9), Non-Waiver (Section 30.10), and Exclusive Benefit (Section 30.12)

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below.

**AUTHORITY OF BOARD OF
COMMISSIONERS OF THE
LAKEFRONT MANAGEMENT
AUTHORITY**

WITNESSES

BY: _____

**Louis Capo
Executive Director**

DATE: _____

WITNESSES

BY: _____
[AUTHORIZED SIGNER]

[TITLE]

DATE: _____

EXHIBIT C
Fee Schedule and Rate Sheet

| ITEM | DESCRIPTION | UNITS | EST QTY | UNIT PRICE | EXTENDED PRICE |
|------|--|---------|---------|------------|----------------|
| 1Aa | Load and Haul Vegetative Debris to Debris Management Site (DMS) 0-5 miles, one way haul | CY | 200 | | |
| 1Ab | Load and Haul Vegetative Debris to Debris Management Site 5.1-10 miles, one way haul | CY | 200 | | |
| 1Ac | Load and Haul Vegetative Debris to Debris Management Site 10.1-15 miles, one way haul | CY | 100 | | |
| 1Ad | Load and Haul Vegetative Debris to Debris Management Site 15.1-30 miles, one way haul | CY | 100 | | |
| 1Ba1 | Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site, 0-5 miles, one way haul | CY | 200 | | |
| 1Ba2 | Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site, 5.1-10 miles, one way haul | CY | 200 | | |
| 1Ba3 | Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site, 10.1-15 miles, one way haul | CY | 200 | | |
| 1Ba4 | Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site, 15.1-30 miles, one way haul | CY | 200 | | |
| 1Bb1 | Load and Haul Construction and Demolition (C&D) and Mixed Debris directly to final disposal, 0-5 miles, one way haul | CY | 100 | | |
| 1Bb2 | Load and Haul Construction and Demolition (C&D) and Mixed Debris directly to final disposal, 5.1-10 miles, one way haul | CY | 100 | | |
| 1Bb3 | Load and Haul Construction and Demolition (C&D) and Mixed Debris directly to final disposal, 10.1-15 miles, one way haul | CY | 100 | | |
| 1Bb4 | Load and Haul Construction and Demolition (C&D) and Mixed Debris directly to final disposal, 15.1-30 miles, one way haul | CY | 100 | | |
| 2A | A lump sum cost associated with all items necessary to setup and closeout the Debris Management Site per the requirements of the contract and LDEQ | LS | 1 | | |
| 2B | The cost associated with operating the Debris Management Site per day for the duration of operations after setup is complete until closeout begins. | Per Day | 30 | | |
| 3A | Haul out Debris from DMS to final disposal, 0-15 miles, one way haul | CY | 100 | | |
| 3B | Haul out Debris from DMS to final disposal, 15.1-30 miles, one way haul | CY | 100 | | |
| 3C | Haul out Debris from DMS to final disposal, 30.1-60 miles, one way haul | CY | 100 | | |
| 4A | Removal and Disposal of hazardous stumps as measured 24 inches above the ground and with 50% or more of the root ball exposed, 24" diameter and up, but less than 36" diameter | EA | 3 | | |
| 4B | Removal and Disposal of hazardous stumps as measured 24 inches above the ground and with 50% or more of the root ball exposed, 36" diameter and up, but less than 48" diameter | EA | 3 | | |

| | | | | | |
|-----|--|----------|------|--|--|
| 4C | Removal and Disposal of hazardous stumps as measured 24 inches above the ground and with 50% or more of the root ball exposed, 48" diameter and up, but less than 72" diameter | EA | 3 | | |
| 4D | Removal and Disposal of hazardous stumps as measured 24 inches above the ground and with 50% or more of the root ball exposed, Equal to or greater than 72" | EA | 3 | | |
| 4E | Removal of non-hazardous stumps from the Authority property placed there by others (as per FEMA Stump Conversion Table) | CY | 5 | | |
| 5A | Falling partially uprooted or split trees or the overhanging portion on Authority property and placing the debris on Authority property for removal as debris. Partially uprooted leaner. Less than 24" | Per Tree | 5 | | |
| 5B | Falling partially uprooted or split trees or the overhanging portion on Authority property and placing the debris on Authority property for removal as debris. Partially uprooted leaner. 24-36" | Per Tree | 5 | | |
| 5C | Falling partially uprooted or split trees or the overhanging portion on Authority property and placing the debris on Authority property for removal as debris. Partially uprooted leaner. Greater than 36" | Per Tree | 5 | | |
| 6A | Remove hanging or partially broken limbs from trees on Authority property or limbs hanging over Authority property and placing the debris on Authority property for removal as debris | Per Tree | 10 | | |
| 7A | Storm Deposited Silt-Canals and Ditches. Ditch width 0-4 feet | LF | 2000 | | |
| 7B | Storm Deposited Silt-Canals and Ditches. Ditch width 4.1-8 feet | LF | 2000 | | |
| 7C | Storm Deposited Silt-Canals and Ditches. Ditch width 8.1-12 feet | LF | 1000 | | |
| 7D | Storm Deposited Silt-Canals and Ditches. Ditch width 12.1-16 feet | LF | 1000 | | |
| 7E | Storm Deposited Silt-Canals and Ditches. Ditch width 16.1-20 feet | LF | 1000 | | |
| 7F | Storm Deposited Silt-Canals and Ditches. Ditch width 20.1-30 feet | LF | 1000 | | |
| 8A | Cleaning and Clearing of Storm Drain Lines. Drain Line Diameter 0-15 inches | LF | 1000 | | |
| 8B | Cleaning and Clearing of Storm Drain Lines. Drain Line Diameter 15.01 and greater inches | LF | 2000 | | |
| 9A | Cleaning and Clear of Cath Basins and Inlets. 4' x 4' | EA | 5 | | |
| 9B | Cleaning and Clear of Cath Basins and Inlets. 8' x 8' | EA | 5 | | |
| 9C | Cleaning and Clear of Cath Basins and Inlets. 10' x 10' | EA | 2 | | |
| 9D | Cleaning and Clear of Cath Basins and Inlets. 20' x 20' | EA | 2 | | |
| 10A | Supply and Placement of clean fill dirt in holes created by stump removal or elsewhere | CY | 30 | | |
| 11A | Dead Animals 0-150lbs | EA | 5 | | |
| 11B | Dead Animals over 150lbs | EA | 2 | | |
| 12A | Tire Removal and Disposal or Recycle | EA | 30 | | |
| 13A | Sunken Boat Removal and Disposal, Less than or Equal to 30 Feet in Length | EA | 5 | | |
| 13B | Sunken Boat Removal and Disposal, Greater than 30 Feet in Length and Less than or Equal to 40 Feet | EA | 2 | | |
| 13C | Sunken Boat Removal and Disposal, Greater than 40 Feet in Length | EA | 1 | | |
| | Total | | | | |

| | | | | | |
|-----|---|------|--|--|--|
| 14A | Broom- Mechanized | Hour | | | |
| | Bucket Truck- 50 ft. | Hour | | | |
| | Bucket Truck- 50 ft. to 75 ft. | Hour | | | |
| | Chipper w/ 2 man crew(Morback Storm) | Hour | | | |
| | Crane- Up to 15 ton | Hour | | | |
| | Crane- 30 ton or larger | Hour | | | |
| | Crane- 50 ton | Hour | | | |
| | Crane- 100 ton | Hour | | | |
| | Dozer- CAT D4 | Hour | | | |
| | Dozer- CAT D6 | Hour | | | |
| | Dozer- CAT D7 | Hour | | | |
| | Dozer- CAT D8 | Hour | | | |
| | Dump Trailer w/ Tractor, 30 to 40 CY | Hour | | | |
| | Dump Trailer w/ Tractor, 41 to 50 CY | Hour | | | |
| | Dump Trailer w/ Tractor, 51 to 60 CY | Hour | | | |
| | Dump Truck- 16-30 CY | Hour | | | |
| | Dump Truck- 31-60 CY | Hour | | | |
| | Dump Truck- 61-100 CY | Hour | | | |
| | Dump Truck- Trailer, 24-40 CY | Hour | | | |
| | Dump Truck- Trailer, 41-60 CY | Hour | | | |
| | Dump Truck- Trailer, 50-80 CY | Hour | | | |
| | Equipment transports | Hour | | | |
| | Excavator- Trackhoe?(2-3 cy capacity) | Hour | | | |
| | Excavator- CAT 320 | Hour | | | |
| | Excavator- CAT 325 | Hour | | | |
| | Excavator- CAT 330 | Hour | | | |
| | Excavator- Rubber tired w/ debris grapple | Hour | | | |
| | Forklift- Extends Boom w/ debris grapple | Hour | | | |
| | Fuel Truck(1000 gallon) | Hour | | | |
| | Light Plant- Portable | Hour | | | |
| | Loader- Bobcat 753 or JD648-E w/ debris grapple | Hour | | | |
| | Loader- Rubber tired front end(2-5 cy capacity) | Hour | | | |
| | Loader- Front End, 544 or equal w/debris grapple | Hour | | | |
| | Loader- Knuckleboom- 216 Prentice | Hour | | | |
| | Loader- Self, Knuckle Boom Truck, 25-35 CY Body | Hour | | | |
| | Loader- Self, Knuckle Boom Truck, 35-45 CY Body | Hour | | | |
| | Loader- Skid Steer-753 Bobcat w/bucket | Hour | | | |
| | Loader- Steer-753 Bobcat Skid w/ street sweeper | Hour | | | |
| | Loader -Trackhoe 690 JD or equal | Hour | | | |
| | Loader- Wheel, CAT 955 | Hour | | | |
| | Loader- Wheel, CAT 966 | Hour | | | |
| | Low Bed Equipment Trailer, 35 ton capacity, & tractor | Hour | | | |
| | Motor Grader-CAT 125- 140 HP | Hour | | | |
| | Passenger Car | Hour | | | |
| | Passenger Van | Hour | | | |
| | Power Screen | Hour | | | |
| | Stump Grinder/ Vermeer 252 | Hour | | | |
| | Trackhoe - CAT 320 | Hour | | | |
| | Tractor- Box Blade | Hour | | | |
| | Tree Trimming Truck w/ chipper and Bucket | Hour | | | |
| | Tub Grinder- 12 foot/ Morbark 1200 | Hour | | | |
| | Tub Grinder- 13 foot/ Morbark 1300 | Hour | | | |
| | Tub Grinder- 14 foot/ Diamond Z 1463 | Hour | | | |
| | Tub grinder- 300-400 | Hour | | | |
| | Tub grinder- Horiz., Diamond Z or equal | Hour | | | |
| | Administrative Assistant | Hour | | | |
| | Carpenter | Hour | | | |

| | | | | | |
|--|---|------|--|--|--|
| | Clerical/ Individual | Hour | | | |
| | Climber w/ gear | Hour | | | |
| | Crew Leader | Hour | | | |
| | Electricians | Hour | | | |
| | Fabricator | Hour | | | |
| | Field technicians | Hour | | | |
| | Foreman | Hour | | | |
| | Foreman w/ truck | Hour | | | |
| | Inspector w/ vehicle | Hour | | | |
| | Laborer | Hour | | | |
| | Operator w/ chainsaw | Hour | | | |
| | Project Manager | Hour | | | |
| | Security Personnel | Hour | | | |
| | Superintendent w/ truck | Hour | | | |
| | Survey person w/ truck | Hour | | | |
| | Traffic Control | Hour | | | |
| | Tree Trimmer (crew) | Hour | | | |
| | Truck driver | Hour | | | |
| | Vehicle Mechanic | Hour | | | |
| | Welder | Hour | | | |
| | Worker to assist with potable water | Hour | | | |
| | Dehumidifier Equipment | | | | |
| | Dehumidifiers | DAY | | | |
| | Large Dehumidifiers | DAY | | | |
| | Air Movers | DAY | | | |
| | VEHICLES/TRANSPORTATION | | | | |
| | PICKUP TRUCK | DAY | | | |
| | PICKUP TRUCK EXTENDED CAB | DAY | | | |
| | PICKUP TRUCK 4 X 4 | DAY | | | |
| | PICKUP TRUCK 1 TON | DAY | | | |
| | BOX TRUCK | DAY | | | |
| | PASSENGER CAR | DAY | | | |
| | 20' RESPONSE TRAILER | DAY | | | |
| | 36' RESPONSE TRAILER | DAY | | | |
| | OFFICE TRAILER | DAY | | | |
| | FLATBED TRAILER | DAY | | | |
| | VEHICLE USE- PICKUPS, VANS, CARS | MILE | | | |
| | VEHICLE USE- TRAILERS, HEAVY TRUCKS | MILE | | | |
| | 12' WORK BOAT W/MOTOR | DAY | | | |
| | 12' WORK BOAT W/O MOTOR | DAY | | | |
| | VACUUM TRUCK 3500 GALLON | DAY | | | |
| | PERSONAL PROTECTIVE EQUIPMENT (PPE) | | | | |
| | LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT) | DAY | | | |
| | LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.) | DAY | | | |
| | LEVEL C EMPLOYEE PROTECTIVE COVERALL, HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT) | DAY | | | |
| | SCBA BOTTLES REFILL- AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE | EACH | | | |
| | CASCADE AIR SYSTEM PER EMPLOYEE | DAY | | | |
| | AIR FILTRATION PANAL | DAY | | | |
| | AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE | DAY | | | |
| | RESPIRATOR AIRLINE 50' SECTION | EACH | | | |

| | | | | | |
|--|--|-------------|--|--|--|
| | RESPIRATOR CARTRIDGES | PAIR | | | |
| | LEVEL A SUIT- KAPPLER RESPONDER OR EQUAL | EACH | | | |
| | LEVEL B SUIT- KAPPLER RESPONDER OR EQUAL | EACH | | | |
| | TYVEK | EACH | | | |
| | PROSHIELD | EACH | | | |
| | SARANEX | EACH | | | |
| | ACID SUIT | EACH | | | |
| | RAIN SUIT | EACH | | | |
| | NEOPRENE GLOVES | PAIR | | | |
| | NITRILE GLOVES | PAIR | | | |
| | SILVERSHIELD GLOVES | PAIR | | | |
| | PVC GLOVES | PAIR | | | |
| | COTTON OR LATEX GLOVES | PAIR | | | |
| | LEATHER WORK GLOVES | PAIR | | | |
| | PVC BOOTS (HAZMAX) | PAIR | | | |
| | BOOT COVERS | PAIR | | | |
| | HEARING PROTECTION | PAIR | | | |
| | HIGH HAZARD PERSONNEL DECONTAMINATION | DAY | | | |
| | LOW HAZARD PERSONNEL DECONTAMINATION | DAY | | | |
| | PORTABLE EYEWASH STATION | DAY | | | |
| | FIRST AID STATION | DAY | | | |
| | PERSONNEL RETRIEVAL SYSTEM | DAY | | | |
| | PERSONNEL RETRIEVAL HARNESS | DAY | | | |
| | MONITORING/SAMPLING EQUIPMENT | | | | |
| | COMBUSTIBLE GAS INDICATOR | DAY | | | |
| | TOXIC GAS DETECTOR | DAY | | | |
| | PHOTOIONIZATION DETECTOR | DAY | | | |
| | HAZCAT KIT | DAY | | | |
| | DETECTOR TUBES | TEN PACK | | | |
| | PH PAPER | PACK | | | |
| | SPILL CLASSIFIER | STRIP | | | |
| | PERSONNEL AIR SAMPLING PUMP | DAY | | | |
| | ASBESTOS BULK SAMPLE | EACH | | | |
| | HAND AUGER STAINLESS STEEL | DAY | | | |
| | RECOVERY EQUIPMENT | | | | |
| | HAND OPERATED TRANSFER PUMP | DAY | | | |
| | 1" DIAPHRAGM PUMP | DAY | | | |
| | 2" DIAPHRAGM PUMP | DAY | | | |
| | 2" DIAPHRAGM PUMP S. S. | DAY | | | |
| | 3" DIAPHRAGM PUMP | DAY | | | |
| | 1" SUCTION OR DISCHARGE HOSE | DAY | | | |
| | 2" SUCTION OR DISCHARGE HOSE | DAY | | | |
| | 3" SUCTION OR DISCHARGE HOSE | DAY | | | |
| | 2" CHEMICAL SUCTION OR DISCHARGE HOSE | DAY | | | |
| | 3" CHEMICAL SUCTION OR DISCHARGE HOSE | DAY | | | |
| | SMALL COMPRESSOR | DAY | | | |
| | 185 CFM COMPRESSOR | DAY | | | |
| | AIRHOSE SECTION | DAY | | | |
| | MISCELLANEOUS EQUIPMENT | | | | |
| | SPIKE BAR | DAY | | | |
| | AIRLESS SPRAYER | DAY | | | |
| | PRESSURE WASHER | DAY | | | |
| | WATER HOSE SECTION (GARDEN) | EACH | | | |
| | CUTTING TORCH | DAY | | | |
| | WIRE WELDER | DAY | | | |
| | AIR BLOWER | DAY | | | |
| | HEPA VAC | DAY | | | |

| | | | | | |
|--|---|-----------|--|--|--|
| | BARREL CART | DAY | | | |
| | WHEELBARROW | DAY | | | |
| | OIL DRY SPREADER | DAY | | | |
| | TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC. (one crew) | DAY | | | |
| | DRILL WITH BITS | DAY | | | |
| | GROUNDING CABLE AND ROD | DAY | | | |
| | CIRCULAR SAW | DAY | | | |
| | HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC. | DAY | | | |
| | TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC. | DAY | | | |
| | WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS | DAY | | | |
| | STEP LADDERS | DAY | | | |
| | EXTENSION LADDERS | DAY | | | |
| | PHOTOGRAPHIC EQUIPMENT | DAY | | | |
| | FLASHLIGHTS | EACH | | | |
| | HANDHELD RADIOS | DAY | | | |
| | MATERIALS/DISPOSABLES | | | | |
| | 5" X 10' ABSORBENT BOOM- PETROLEUM | EACH | | | |
| | 8" X 10' ABSORBENT BOOM- PETROLEUM | EACH | | | |
| | 3" X 12' ABSORBENT BOOM- UNIVERSAL | EACH | | | |
| | ABSORBENT PADS BUNDLE- PETROLEUM | EACH | | | |
| | ABSORBENT PADS BUNDLE- UNIVERSAL | EACH | | | |
| | ABSORBENT CLAY BAG | EACH | | | |
| | OIL DRY | EACH | | | |
| | PEAT MOSS | EACH | | | |
| | VERMICULITE | EACH | | | |
| | SODA ASH BAG | EACH | | | |
| | 4 MIL 20 X 100 POLYETHYLENE | EACH | | | |
| | 6 MIL 20 X 100 POLYETHYLENE | ROLL | | | |
| | 6 MIL BAGS | EACH | | | |
| | DUCT TAPE | ROLL | | | |
| | 55-GALLON DRUMS | EACH | | | |
| | 55-GALLON DRUM LINERS 10 MIL | EACH | | | |
| | FIBER DRUMS | EACH | | | |
| | 30-GALLON OVERPACK | EACH | | | |
| | 95-GALLON POLY OVERPACK | EACH | | | |
| | DOT HAZARDOUS WASTE LABELS | EACH | | | |
| | FIRE EXTINGUISHER | EACH | | | |
| | CAUTION/HAZARD TAPE | EACH | | | |
| | RESPIRATOR WIPES | EACH | | | |
| | KAPPLER TAPE | ROLL | | | |
| | High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4 | per Month | | | |
| | High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6 | per Month | | | |
| | High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8 | per Month | | | |
| | High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12 | per Month | | | |
| | Composite Quick Connect Suction Hose, 8 ft length, 20psi 4 inch | per Month | | | |
| | Composite Quick Connect Suction Hose, 8 ft length, 20psi 6 inch | per Month | | | |
| | Composite Quick Connect Suction Hose, 8 ft length, 20psi 8 inch | per Month | | | |
| | Composite Quick Connect Suction Hose, 8 ft length, 20psi 126 inch | per Month | | | |
| | Quick Connect Discharge Hose, 50 ft length, 50psi 4 inch | per Month | | | |

| | | | | | |
|--|---|-----------|--|--|--|
| | Quick Connect Discharge Hose, 50 ft length, 50psi 6 inch | per Month | | | |
| | Quick Connect Discharge Hose, 50 ft length, 50psi 8 inch | per Month | | | |
| | Quick Connect Rigid Piping, 10 ft length, 175psi, 4 inch | per Month | | | |
| | Quick Connect Rigid Piping, 10 ft length, 175psi, 6 inch | per Month | | | |
| | Quick Connect Rigid Piping, 10 ft length, 175psi, 8 inch | per Month | | | |
| | Quick Connect Rigid Piping, 10 ft length, 175psi, 12 inch | per Month | | | |
| | Roll off Emergency Waste Water Storage Tanks | per Month | | | |
| | 10kw Portable Generator (w/wiring) | per Month | | | |
| | 50kw Portable Generator (w/wiring) | per Month | | | |
| | 100kw Portable Generator (w/wiring) | per Month | | | |
| | 250kw Portable Generator (w/wiring) | per Month | | | |
| | 500kw Portable Generator (w/wiring) | per Month | | | |
| | 750kw Portable Generator (w/wiring) | per Month | | | |

Commission No: _____
My Commission Expires: _____

Name of Contractor

Signature of Authorized Agent

Name of Authorized Agent

Title of Authorized Agent

WITNESSES:

Signature

Signature

Printed Name

Printed Name

Parish or County _____

State of _____

Sworn to and subscribed, before me, this ____ day of _____, 20__.

Notary Public (signature)

Printed Name

Notary Public Number: _____

Expiration Date: _____

Name of Contractor

Signature of Authorized Agent

Name of Authorized Agent

Title of Authorized Agent

WITNESSES:

Signature

Signature

Printed Name

Printed Name

Parish or County _____

State of _____

Sworn to and subscribed, before me, this ____ day of _____, 20__.

Notary Public (signature)

Printed Name

Notary Public Number: _____

Expiration Date: _____

**LAKEFRONT MANAGEMENT AUTHORITY
REQUEST FOR PROPOSALS: AS NEEDED EMERGENCY DEBRIS REMOVAL AND
SITE MANAGEMENT SERVICES**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS: EXHIBIT G**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Contractor (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is

not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Company Name

Contract Number

Name

Title

Signature

Date

**LAKEFRONT MANAGEMENT AUTHORITY
REQUEST FOR PROPOSALS: AS NEEDED EMERGENCY DEBRIS REMOVAL AND
SITE MANAGEMENT SERVICES**

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS: EXHIBIT H**

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, "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 or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURES TO FOLLOW ON THE NEXT PAGE.

Contractor Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**LAKEFRONT MANAGEMENT AUTHORITY
REQUEST FOR PROPOSALS: AS NEEDED EMERGENCY DEBRIS REMOVAL AND
SITE MANAGEMENT SERVICES**

DRUG POLICY COMPLIANCE CERTIFICATION: EXHIBIT I

Contractor acknowledges it has authority to bind Contractor with respect to its Bid, Proposal, or performance of all agreements it may enter into with the LMA. By this Certification Contractor affirms that Contractor is aware of and by the time the Agreement is awarded will be bound by and agree to comply with the applicable Federal, State, or local Drug-Free Workplace requirements before the LMA issues a Purchase Order and/or Notice to Proceed.

Contractor affirms that full compliance with applicable Federal, State, or local Drug-Free Workplace requirements is a material condition of the Agreement with the LMA.

Contractor acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with applicable Federal, State, or local Drug-Free Workplace requirements will be considered a breach of the Agreement with the Board and may result in non-award or termination of the Agreement by the LMA.

Contractor Company Name

Contract Number

Name

Title

Signature

Date

FORM CAIR

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

Prime Consultant's Name: _____

Understanding the Lakefront Management Authority (Authority) concerns that the Key Personnel resources specifically represented and listed in this Proposal actually be assigned to the Contract (if awarded to this Prime Consultant) and not also be committed to other Projects,

(Name of Prime Consultant) commits that the Key Personnel resources shown on Form KPI in the Proposal, including identified key staff, will be available to the extent within its control. If awarded the Contract, it will undertake all reasonable efforts to provide all the Key Personnel identified in its Proposal as necessary to fulfill their responsibilities.

In making this commitment, the Prime Consultant includes the following reservations: (If made without reservation, enter "NONE").

Signed: _____

Printed Name: _____

Title: _____

Date: _____

(To be executed by the Prime Consultant's designated Project Principal-in-Charge.)

Lakefront Management Authority

FORM LSI

LETTER OF SUB-CONSULTANT INTENT

This Letter of Sub-consultant Intent shall be submitted with the Proposal, IF THE PRIME CONSULTANT INTENDS to subcontract this Sub-consultant.

_____ intends to subcontract Work for the
(Prime Consultant's name)

_____ (INSERT TITLE OF CONTRACT AS
SHOWN ON RFP)

to _____
(Name of Sub-consultant)

for the following type(s) of Work:

The estimated percent of the total not-to-exceed fee is ____%. (Must Match Form NS)

For the Prime Consultant:

For the Sub-consultant:

(Signature of Authorized Representative)

Confirmed by: (Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Lakefront Management Authority

FORM KPI

KEY PERSONNEL INFORMATION

Include Key Personnel Employed by Prime and any Sub-Consultants

Complete Chart as Applicable Specifically to this Proposal

Prime Consultant Name: _____

| Lead Personnel | Name | Years of Applicable Experience | Professional Registration and/or Certification (if applicable) | Area of Expertise for this Contract (refer to minimum personnel requirements in RFQ) | Firm Employed by for This Contract | Percent of Time Dedicated to This Contract | Primary Office Location (CITY, STATE) |
|------------------------|------|--------------------------------|--|--|------------------------------------|--|---------------------------------------|
| Project Manager | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Lakefront Management Authority

| Lead Personnel | Name | Years of Applicable Experience | Professional Registration and/or Certification (if applicable) | Area of Expertise for this Contract (refer to minimum personnel requirements in RFQ) | Firm Employed by for This Contract | Percent of Time Dedicated to This Contract | Primary Office Location (CITY, STATE) |
|-----------------------|-------------|---------------------------------------|---|---|---|---|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Lakefront Management Authority

FORM NS
NAMED SUBCONSULTANTS, IF ANY

PRIME CONSULTANT NAME: _____

| Service or Type of Work to be Provided | % Participation (Do not show dollar amounts) | Name of Subconsultant Firm | City and State of Firm's Main Office | List the Certifications, if any, held by this firm only if documentation of current status is provided with this form as a DBE, MBE, WBE, or SBE |
|---|---|-----------------------------------|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Use additional rows of services/types of work as needed. Indicate Prime Consultant's name on each sheet if additional sheets are needed.

Exhibit K:

STANDARD FORM: DOTD 24-102 *as modified for Lakefront Management Authority*

Professional Services

FORM LMASF24-102

| | | |
|--|---|--------------------|
| 1. Check the contract name these qualifications are submitted for: ___ As Needed Emergency Debris Removal and Site Management Services | 2a. Announcement date | 2b. Project number |
| 3. Firm (as registered with the Louisiana Secretary of State) and mailing address of the office to perform work | 3a. Name, title, telephone number, and e-mail address of the official with signing authority for this contract | |
| | 3b. Name, title, telephone number, and e-mail address of full-time Professional in charge. | |
| 4. List the number and type of full-time professional personnel on firm's payroll in all offices domiciled in Louisiana, who are likely to work under the contract shown in Box 1: | | |

5. List the number and type of full-time professional personnel on firm's payroll in all offices not domiciled in Louisiana, who are likely to work under the contract shown in Box 1:

6. Do you presently have sufficient staff to perform the services to undertake this work in the next 30 months? (Yes/No)

7. If available, firm's last DOTD audited overhead rate _____%
 Self-imposed overhead limitation (applies to Prime and Sub-consultants for this contract)?
 (Yes/No) _____ %

(For use by prime consultant only)
 8. Indicate the percent of the contract to be performed by the prime consultant _____%. Is prime consultant a certified DBE (**ONLY RACE AND GENDER-NEUTRAL PROGRAMS** such as the City of New Orleans SLDBE program), or SBE? (circle one) Yes/No

(For use by the prime consultant only)
 9. Do you intend to use a sub-consultant(s) for services, if not shown as 100 percent in Box 8? Yes/No

| Name and address of each sub-consultant | Identify the element of work and the percent of the contract scope of work to be performed by each sub-consultant, and if sub-consultant is a certified DBE, (ONLY RACE AND GENDER NEUTRAL PROGRAMS such as the City of New Orleans SLDBE program), or SBE? |
|---|---|
| 1. | Element of Work to be performed _____ % DBE/SBE |

| | |
|----|--|
| 2. | <p>Element of Work to be performed</p> <p style="text-align: right;">% DBE/SBE</p> <hr style="width: 60%; margin-left: 0;"/> |
| 3. | <p>Element of Work to be performed</p> <p style="text-align: right;">% DBE/SBE</p> <hr style="width: 60%; margin-left: 0;"/> |
| 4. | <p>Element of Work to be performed</p> <p style="text-align: right;">% DBE/SBE</p> <hr style="width: 60%; margin-left: 0;"/> |
| 5. | <p>Element of Work to be performed</p> <p style="text-align: right;">% DBE/SBE</p> <hr style="width: 60%; margin-left: 0;"/> |
| 6. | <p>Element of Work to be performed</p> <p style="text-align: right;">% DBE/SBE</p> <hr style="width: 60%; margin-left: 0;"/> |

10. Staffing Plan – A Diagram showing all key personnel that would be available for assignment. The Staffing Plan should also include the same information for sub-consultants (if applicable).

| | |
|---|---|
| 11. Brief resume of key persons anticipated to work | |
| a. Name & domicile | b. Job Title: |
| c. Name of firm by which employed full time | d. Years' experience: With this firm: _____With other firms: _____ |
| e. Education: Degree(s) / Years / Specialization | f. If applicable, registration/certification: Year registered/certified: Licensed/Certified as:_ State: _____ License No.: |

g. Other experience and qualifications relevant to the proposed work:

12. Work by firm which best demonstrates civil engineering and professional services experience relevant to this contract as shown in Box 1 (List no more than 5 projects)

| a. Project number, name & location | b. Project description | c. Nature of firm's responsibility & key personnel involved | d. Owner's name, address, and telephone number | e. Firm's Contract Completion Date |
|------------------------------------|------------------------|---|--|------------------------------------|
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

| 13. All work by firm (all offices) currently under contract with the Lakefront Management Authority (as Prime or Sub-consultant) | | | | |
|--|---------------------------|---------------------|---|-------------------|
| a. Project name | b. Type of work provided. | c. Percent complete | d. Contract lump sum or not-to-exceed fee | |
| | | | Total Paid to Date | Balance Remaining |
| | | | | |
| | | | | |

| | | | | |
|---|--|--|--|--|
| | | | | |
| | | | | |
| * For as-needed contracts, list open task orders individually ** Do not include sub-consultant's fees | | | | |

14. Value of Contracts with the Lakefront Management Authority within the past 24 months

| As Prime | As Sub |
|----------|--------|
| | |

15. Use this space to identify the **key** professional personnel who would be shown in a proposal should your firm be short-listed for the contract shown in Box 1. This section IS NOT to be used to submit proposed prices or rates.

FAILURE TO SIGN ITEM 16 WILL RENDER THE RFP NON-RESPONSIVE

16. This is to certify that all information contained herein is accurate and true.

Signature of Authorized Representative (**same as 3a**) _____
Date