



NOTICE OF REQUEST FOR PROPOSALS TOWN OF ABITA SPRINGS

The Town of Abita Springs Government is seeking responses for the following project:

RFP# 2026-DR&D-01

Emergency Infrastructure Restoration, Debris Removal and Disposal

Responses will be received by the Town Administration, until **2:00 P.M. CST Wednesday, April 8 2026**. RFP responses will be opened publicly at the physical location- 72066 Live Oak St. Abita Springs, LA 70420 and only respondents who have submitted an RFP response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Town personnel after the submission deadline and public opening has passed.

This RFP is available at:

- Town of Abita Springs Website: <http://www.townofabitasprings.com>
- LaPAC – Louisiana Procurement and Contract Network:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

NOTE: LaPAC is the State’s online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of an Abita Springs solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

It is the Proposer’s responsibility to check either website frequently for any possible addenda that may be issued. The Town is not responsible for a proposer’s failure to download any addenda documents required to complete an RFP.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date.

The successful Respondent must supply the Town of Abita Springs with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

A Non-Mandatory Pre-Proposal Conference shall be held at 10:00 Am on March 25, 2026, at the Abita Springs Town Hall at 22161 Level St. Abita Springs, LA.

Proposals will be received at the Abita Springs Administration Building, 72077 Live Oak St. Abita Springs, LA 70420 from each Respondent or his agent, or by certified mail with return receipt requested.

Attention: Leanne Schaefer

REQUEST FOR PROPOSALS

Emergency Infrastructure Restoration, Debris Removal & Disposal



RFP Number:2026-DR&D-01

Event	Date / Time
RFP Release Date	March 10, 2026
Optional Pre-Proposal Conference (10:00 AM)	March 25, 2026
Deadline to Submit Written Questions	March 31, 2026
Proposal Submission Deadline (2:00 PM)	April 8, 2026
Proposal Opening (Administrative)	April 9, 2026
Evaluation Committee Review Begins	April 9, 2026
Anticipated Contract Award	April 22, 2026

All times are Central Standard Time (CST).

Any changes to the above schedule will be published via formal addenda on the Town's website at www.townofabitasprings.com. It is the responsibility of each proposer to monitor the platform and ensure their proposal reflects all issued addenda.

This procurement is being conducted in accordance with FEMA Public Assistance grant requirements. All work performed under this contract must meet FEMA eligibility, documentation, and reasonable cost standards for reimbursement.

**Town of Abita Springs
Request for Proposals (RFP)
Debris Removal, Transportation, and Disposal Services**

**RFP No.:2026-DR&D-01
Issue Date: March 3, 2026
Proposal Due Date: Wednesday April 8, 2026**

Contact Information:

- Name: Leanne Schaefer
- Title: Town Clerk
- Phone: 985-892-0711 extension 3951
- Email: lschaefer@abitaspringsla.gov

1. Introduction

The Town of Abita Springs (TOAS) is seeking qualified contractors to provide debris removal, transportation, and disposal services resulting from natural disasters, including but not limited to tornadoes, ice storms, and flooding.

The services will be performed within the jurisdictional limits of Abita Springs. Contractors shall provide all labor, materials, and equipment necessary to fully manage, operate, and maintain debris removal operations in accordance with all applicable Federal, State, and local regulations. TOAS may issue a **Notice to Proceed** for limited activities or multiple events during the contract period.

2. Scope of Work

2.1 General

- The contractor shall provide sufficient management, supervision, safety, quality control, and project controls to ensure safe, complete, and timely work.
- Contractors shall comply with FEMA, OSHA, EPA, LDEQ, and other applicable Federal, State, or local requirements.
- The contractor is responsible for all work performed by its employees and subcontractors.

2.2 Debris Removal

- Debris removal includes debris located on public rights-of-way (ROW), publicly maintained property, and public facilities.
- Private property debris removal is allowed only if approved by FEMA and TOAS. Private structure demolition is not included.
- Eligible debris includes:
 - Vegetative debris (trees, limbs, stumps)
 - Construction and demolition debris
 - Mixed debris (processed per unit prices)

- **Hazardous materials** such as HHW, E-Waste, Freon, petroleum products, or creosote-treated wood shall be handled in accordance with all laws and regulations.

2.3 Hazardous Trees and Stumps

- Removal of leaning or hazardous trees, hanging limbs $\geq 2''$, and stumps $\geq 6''$ in diameter.
- Stump holes must be backfilled with clean native topsoil.
- Work must be supervised by a Louisiana licensed arborist.

2.4 Performance

- Contractor shall commence work within 48 hours of Notice to Proceed.
- Work shall be performed during daylight hours only, max 12 hours/day, 7 days/week, unless directed otherwise.
- Contractor shall repair all damage caused by operations at no cost to TOAS.

2.5 Mobilization and Staging

- Contractor shall mobilize personnel, equipment, and incidentals at its own cost.
- Contractor shall secure permits and contracts for staging areas, reduction sites, and final disposal sites.
- Payment for disposal at permitted facilities will be reimbursed as pass-through cost only, without mark-up.

2.6 Environmental Protection and Restoration

- Contractor shall prevent visible emissions, dust, and water pollution during removal and disposal.
- Contractor shall restore all impacted areas to **as near pre-existing conditions as reasonably possible**.

3. Contractor Responsibilities

3.1 Submittals

- Contractor Safety Plan (per EM 385-1-1)
- Debris Removal and Disposal (EDR&D) Plan
 - Personnel, crew sizes, maps, procedures, equipment lists, final disposal plans
- Daily safety meetings and Daily Operational Reports
- Weekly work schedule updates

3.2 Equipment

- Trucks and equipment must comply with all Federal, State, and local regulations.
- All hauling vehicles must have tarps, tailgates, backup alarms, and proper certification.
- Trucks or equipment may not be used for private work during the contract period.

3.3 Contractor Representative (CR)

- Contractor shall designate a CR at each location.

- The CR is the point of contact for the TDA, responsible for day-to-day management, safety, and government inspections.

4. FEMA and Federal Requirements

- Contractor shall comply with all applicable Federal laws, regulations, and executive orders for federally funded contracts.
- Contractor must adhere to Byrd Anti-Lobbying Certification (31 U.S.C. §1352).
- Contractor must comply with suspension and debarment requirements (2 C.F.R. pt. 180 & 3000).
- Contractor must maintain records for 3 years after final payment and allow inspection by TOAS, FEMA, or other authorized agencies.

See Attachments I, 1-2, and 1-3 for full federal compliance forms.

5. Disadvantaged Business Enterprises (DBE), Women-Owned, and Labor Surplus Firms

- Contractors shall take affirmative steps to include DBE, Women-Owned, or Labor Surplus Area firms as subcontractors.
- Submission of DBEWOLS Disclosure and Commitment Forms is required.
- See Attachment J for full DBEWOLS instructions and forms.

6. Proposal Submission Requirements

Contractors shall provide:

1. Company information and qualifications
2. Experience with disaster debris removal
3. Proposed crew sizes, equipment, and procedures
4. EDR&D Plan draft
5. Safety Plan draft
6. References for past FEMA, State, or municipal debris contracts

ATTACHMENTS

- A. Attachment A / A-2 – Unit Item Price Proposal
 - Pricing for debris types: C&D, vegetative, mixed, marsh grass/sediment
 - Hazardous trees, stumps, limbs; white goods, E-waste, HHW, HTW, petroleum products, tires
 - Creosote-treated wood, RACM
 - Submission instructions and acknowledgment of addenda
- B. Attachment B – Contract for Essential Services
 - References RFP Sections 2–6; 48-hour start after Notice to Proceed
 - Compensation based on Attachment A / A-2
 - Insurance, indemnification, taxes, ownership of work product
 - Jurisdiction, non-assignability, budget limits, termination, auditing, discrimination, independent

contractor status

- Authority to execute, witnesses, Town Attorney approval

C. Attachment C – Acknowledgment and Waiver

- Proposer acknowledges receipt of RFP
- Waives rights to protest, contest, or challenge RFP processes or award
- Signature of authorized representative, witnesses, and notary

D. Attachment D – Insurance Requirements

- Required: General Liability, Auto, Workers' Compensation, Pollution Liability
- Optional: Professional Liability, Marine Liability
- Minimum limits, additional insured, waiver of subrogation, subcontractor compliance
- Proof of insurance prior to contract execution

E. Attachment E – Hold Harmless Agreement

- Contractor indemnifies, defends, and holds harmless TOAS, officers, employees, volunteers
- Covers claims, demands, expenses, & attorney fees arising from Contractor acts or omissions
- Signature of authorized officer, witnesses, notary, and designated claims contact

F. Attachment F – Affidavit Pursuant to LA R.S. 38:2224 & Ethics/Status Verification

- Confirms no improper payments to secure contract
- Confirms no public servant or immediate family owns >25% of contracting entity
- Confirms registration/participation in status verification system for employees
- Notarized signature of affiant

G. Attachment G – Sample Scoring Matrix

- Proposal compliance & quality, understanding of project, approach (including PUSH/EDR&D plan)
- Qualifications, experience, references, subcontractor info, financial strength, DBE/women-owned labor participation
- Cost/fees; total maximum 100 points
- Signature line for evaluator

H. Attachment H – Debris Removal Contract Requirements

- Contract overview, supervision, compliance with TOAS, TDA, FEMA
- Services: labor, equipment, pre-work, hazardous material handling, debris removal, traffic safety
- Submittals: Safety Plan, EDR&D Plan, daily tailgate meetings, operational reports, work schedules
- Environmental protection and restoration, debris eligibility, removal/disposal procedures
- Equipment requirements, Contractor responsibilities, site safety, regulatory compliance
- Demobilization procedures, post-pickup cleanup, record retention, FEMA-required contract clauses

I. Attachment I – Acknowledgements Regarding Federal Assistance

- Form acknowledging receipt and understanding of federal funding
- Confirms contractor agrees to comply with all federal requirements
- Signature of authorized representative, date, and notarization if required

Attachment 1-2 – Byrd Anti-Lobbying Certification

- Certifies no federal funds used for lobbying activities
- Signed by authorized official with date
- Submission required prior to contract execution

Attachment 1-3 – Suspension and Debarment Certification

- Certifies contractor and key personnel are not suspended or debarred from federal programs
- Signed by authorized representative with date

J. Attachment J – DBE/WOSB Disclosure Statement and Commitment Agreement Form

- Disclosure of disadvantaged or women-owned business participation
- Commitment to utilize DBE/WOSB firms
- Signature of authorized representative with date

K. Attachment K – Contractor’s Uniform Financial Information Form

- Standard financial disclosure form for evaluation
- Includes balance sheet, income statement, relevant financial ratios
- Signed by authorized officer with date

Notes

- Waterways references are limited to debris that may be adjacent to or in right-of-way near creeks, streams, or rivers as directed by TDA.
- Contractor is not responsible for waterway dredging or full waterway debris removal unless specifically authorized.

7. Evaluation Criteria & Scoring

Proposals will be evaluated based on the criteria and point values listed below. Evaluators will complete Attachment G – Sample Scoring Matrix for each proposal. Points will be assigned based on the proposer’s compliance with the RFP, qualifications, approach, and other factors described in this section. The total possible score is 100 points.

CRITERIA	POSSIBLE POINTS
Compliance with RFP and proposal quality	5
Understanding of project	5
Approach (PUSH Plan, EDR&D Plan)	10
Qualifications, experience, personnel, references	15
Number of subcontractors	4
Past large emergency contracts completed	4
Number of employees	4
Number of similar contracts	4
History with federal agencies / permitting	5
Number of trucks, boats, and equipment owned	4
Costs and fees	20
Use of DBE, Women-Owned, or Labor Surplus Firms	5
Financial strength and stability	15
TOTAL	100

Evaluator Instructions:

- Evaluators shall complete Attachment G – Sample Scoring Matrix for each vendor.
- Each matrix must be signed and dated by the evaluator upon completion.
- Points assigned in the matrix must correspond to the categories and possible points listed above.
- Evaluators should provide comments to justify scores, particularly for subjective categories such as approach and qualifications.

ATTACHMENT "A"

ATTACHMENT "A" A- 1
"THE PUSH"
ROAD INFRASTRUCTURE RESTORATION
PRICE SCHEDULE - Hourly Rates

ITEMS 00001 - 0009 WILL BE USED TO EVALUATE PRICE PROPOSALS* • ITEMS 00001-00005 WILL BE USED TO EVALUATE "VOLUME OF EQUIPMENT". Any changes to equipment listed must be approved by TOWN or its designated agent. Only the equipment listed shall be authorized under the Contract. Upon award of contract, the Contractor shall furnish to TOWN a listing of each piece of equipment to be used including make, type model, license, or registration number, and serial # / VIN#. Any equipment not listed shall be approved by TOWN or its designated agent prior to performing work under the Contract.

ITEM	EQUIPMENT* & MANPOWER	Equivalent Equipment Proposed (if applicable)	# of Units Available	Hourly Rate
00001	SKID STEER LOADER with Operator			
00002	TRACK HOE (CAT 315 OR EQUAL) with Operator			
00003	RUBBER TIRE FRONT END LOADER (544 & SMALLER) with Operator			
00004	RUBBER TIRE FRONT END LOADER (GREATER THAN 544) with Operator			
00005	RUBBER TIRE BACK HOE with Operator			
00006	AREA SUPERINTENDENT			
00007	CREW FOREMAN W/TRUCK & PHONE			
00008	CHAINSAW & OPERATOR			
00009	LABORER/FLAGMAN			
List any additional manpower or equipment proposed for the project below. Attach additional sheets if needed.				
00010				
00011				
00012				
00013				
00014				
00015				
00016				
00017				
00018				
00019				
00020				

* Equipment rates should include the cost of the Operator, fuel, maintenance, transport to site, insurance, etc.

This form must be submitted in a sealed envelope to the Town of Abita Springs Administrative Office,
 72077 Live Oak St., Abita Springs, LA 70420, and received no later than 2:00 p.m., on Wednesday June 29, 2022.

RFP # AND CONTRACTOR'S STATE LICENSE NUMBER MUST APPEAR ON THE OUTSIDE OF ENVELOPE IN WHICH PROPOSAL IS SUBMITTED.

Proposal must be delivered by Certified Mail, Registered Agent or in person.

TOWN OF ABITA SPRINGS
Attachment "A" A- 2 UNIT ITEM PRICE PROPOSAL
Debris Removal & Disposal and Waterways Debris

Quantities below are for bidding purposes only. Actual project quantities may vary.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED
<i>Cubic Yard Debris - price to include collection, processing, and haul to Final Disposal Site. (Tipping fees should not be included)</i>					
00001A	CUBIC YARD DEBRIS: including C&D, Vegetative, Mixed, and Marsh Grass/Sediment from ROW, processing & haul to Final Disposal Site.	Cubic Yard	100,000		
00001B	ASH - haul out of processed/ incinerated debris from TDSR to Final Disposal Site. Price to include all costs of processing, TDSR site costs, haul to Final Disposal Site.	Cubic Yard	5,000		
0001C	CHIPS/MULCH - haul out of processed/chipped wood debris from TDSR to Final Disposal. Price to include all costs of processing, TDSR site costs, haul to Final Disposal Site.	Cubic Yard	25,000		
<i>Unit Item prices below includes removal of hazard. Haul/transport of removed items will be as Cubic Yard debris above. (Tipping fees should not be included)</i>					
00002A	Hazardous Trees - Greater than 6" up to 12" in diameter - 12"]	[6" Each	25		
00002B	Hazardous Trees - Greater than 12" up to 18" in diameter [13" - 18"]	Each	30		
00002C	Hazardous Trees - Greater than 18" up to 24" in diameter [19" - 24"]	Each	15		
00002D	Hazardous Trees - Greater than 24" up to 48" in diameter [24" - 48"]	Each	5		
00002E	Hazardous Trees - Greater than 48" in diameter [49" and up]	Each	1		
00003	Hazardous Hanging Limbs (Tree Hangers)	All Per Tree	50		
00004A	Extracted Hazardous Stumps - 25" in diameter and up to 36" in diameter [25" - 36"]	Each	10		
00004B	Extracted Hazardous Stumps - 37" in diameter and up to 48" in diameter [37" - 48"]	Each	5		
00004C	Extracted Hazardous Stumps - 49" in diameter and up [49" +]	Each	1		
<i>Environmentally Sensitive Debris: Prices below include removal from ROW, processing at TDSR (when required) & transport to Final Disposal Site. (Tipping fees should not be included)</i>					
00005A	White Goods - Non-Freon Containing	Each	10		
00005B	White Goods - Freon Containing	Per Unit	10		
00005C	Electronic Waste (E-Waste) Recovery	Per Unit	10		

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED
00005D	Small Gasoline Motorized Equipment	Per Each	10		
00006	Household Hazardous Waste (HHW)	Pound	10		
00007	Hazardous Toxic Waste (HTW)	Pound	10		
00008	Petroleum Products	Pound	10		
00009	Tires	Each	10		
<i>The following debris types must be taken from the ROW directly to an approved Final Disposal Site. (Tipping fees should not be included)</i>					
000010	Creosote Treated Wood	Cubic Yard	20		
000011	Regulated Asbestos Containing Material (RACM), including demolition and removal to an approved Final Disposal Site.	Cubic Yard	100		
TOTAL PROPOSAL PRICE					\$
Tipping Fees to be reimbursed by Parish at actual Cost		N/A	N/A	Cost Reimbursement	

Dollars

Contractor must acknowledge all addenda. Enter the number the Town has assigned to each of the addenda that the Contractor is acknowledging.
 The Contractor acknowledges receipt of the following:

I have received Addenda #s _____

Company Name _____

Printed Name of Provider _____

Signature of Provider _____

Address _____

State _____

License Number _____

Classification _____

Telephone Number _____

Date _____

ATTACHMENT "B"

ATTACHMENT "B"

CONTRACT FOR ESSENTIAL SERVICES

Contract No.: (Contract Number)

Be it known, that on this _____ day of _____, 202_, the Town of Abita Springs, through the Office of the Mayor (hereinafter sometimes referred to as the "Town") and (Company Name), an entity qualified to do and doing business in this State and the Town (hereinafter referred to as "Provider") do hereby enter into this Contract for non-professional services under the following terms and conditions.

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services (hereinto referred to as the "Contract"):

(Scope Summary)

2. OPTION TO RENEW

The Town has the right to renew the term of this Contract for two (2) additional one (1) year periods, based upon the same conditions of the initial term. Town shall notify Provider in writing of its exercise of its option for an additional term not less than thirty (30) days prior to the end of the then current term.

3. NOTICE TO PROCEED

The Town, through the Mayor, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed. If the Town desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Town and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays.

4. INSURANCE REQUIREMENTS

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this Contract shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Town.

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify and hold harmless the Town of Abita Springs, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any acts, errors, and/or omissions, by Provider, its agents, servants or employees, and subcontractors, as well as any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of actions that arise while engaged in connection with the services required to be performed by the Provider under this Contract. Provider further agrees to pay all reasonable expenses and attorneys' fees incurred by the Town in establishing the right to indemnity pursuant to the provisions in this Contract.

6. TAXES

Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Town harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Town's treatment of Provider as independent contractor.

7. OWNERSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein, shall become the property of the Town, and shall, upon request, be returned by Provider to Town, at Provider's expense, at termination or expiration of this Contract.

8. PAYMENT OF INVOICES

- A. Invoices for services shall be submitted by Provider to Town for review and approval
- B. All invoices must indicate the Town Purchase Order Number / Work Order Number and shall be submitted to the address below:

Town of Abita Springs
P O Box 461
Abita Springs, LA 70420

- C. All billings by Provider for services rendered shall be submitted in writing. Invoices shall not be submitted more frequently than monthly.
- D. The Town agrees to make payment to Provider for services upon receipt and approval of each invoice. The Town will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Town shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Town disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Town may withhold payment of any invoice until a successful and satisfactory resolution can be had between the Parties. Town agrees to not unreasonably withhold payments of any invoice.
- E. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employee salaries, direct and indirect costs, additional costs, or profit of any nature whatsoever in excess of the previously agreed hourly rate.

9. JURISDICTION

This Contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of Abita Springs shall apply.

10. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Town. Failure to obtain the prior written consent of the Town may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Town under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Town.

11. BUDGET LIMITATIONS

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

12. SEVERABILITY

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

13. TERMINATION FOR CAUSE

The Town may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract, provided that the Town shall give the Provider written notice specifying the Provider's failure(s). If within thirty (30) days after receipt of such notice, the Provider shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Town may, at its option, place the Provider in default and the Contract shall terminate on the date specified in such notice. The Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Town to comply with the terms and conditions of this Contract; provided that the Provider shall give the Town written notice specifying the Town's failure and a reasonable opportunity for the Town to cure the defect.

14. TERMINATION FOR CONVENIENCE

The Town may terminate this Contract at any time by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

15. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three (3) years after the date of final payment under this Contract. It is hereby agreed that the Town Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Town that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Town may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

16. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be

limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age, or veteran status.

17. INDEPENDENT CONTRACTOR

While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent Contractor (as defined in LSA-R.S. 23:1021(7)), and not as an employee of the Town. Nothing herein shall create a partnership between the Provider and the Town. The Town shall not be obliged to any person, firm, or corporation for any obligations of the Provider arising from the performance of its services under this Contract. The Provider shall not be authorized to represent the Town with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Town. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

18. RECORDATION OF CONTRACT

Provider authorizes Town to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Provider agrees to execute an excerpt or extract of this agreement for recordation purposes. If Provider fails to execute such an excerpt, then the Town shall file and record the entire Contract and all attachments at the expense of Provider and Town is hereby authorized to deduct all related costs from any proceeds due to the Provider.

19. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Town requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

This Contract is executed in **Three (3)** originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:

PROVIDER:

Signature

Signature

Print Name

Print Name

Signature

Title

Print Name

Date

SAMPLE

WITNESSES:

TOWN OF ABITA SPRINGS

Signature

Honorable Daniel J. Curtis, Mayor

Print Name

Date

Signature

Print Name

APPROVED BY:

Town Attorney

Date

SAMPLE

ATTACHMENT "C"

ATTACHMENT "C"

ACKNOWLEDGMENT AND WAIVER

_____ (“Proposer”) hereby acknowledges that it has received Request for Proposal No. _____ (“RFP”), issued by the Town of Abita Springs, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith.

To the extent that the Proposer may otherwise have any such rights, Proposer herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this _____ day of _____, 202__.

WITNESSES:

Proposer

Printed Name: _____

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____

PARISH OF _____

SWORN TO and subscribed before me, Notary, on this _____ day of _____, 202__.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT "D"

INSURANCE REQUIREMENTS*

Essential Services Project:

Emergency Infrastructure Restoration, Debris Removal and Disposal

RFP#: 2026-DR&D-01

*****IMPORTANT – PLEASE READ*****

Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and Town of Abita Springs (the "Town") from claims for bodily injury, death, or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Town and provide thirty (30) days prior notice of cancellation to the Town, in writing, on all of the required coverage.
- B. All policies shall provide for, and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Town of Abita Springs, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: Town of Abita Springs shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against Town of Abita Springs for payment of any premiums or for assessments under any form of policy.
 4. Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions in the described insurance policies **must be declared on the Certificate of Insurance and** are both assumed by and the sole risk of the Provider. The Town will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Town may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Town assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
 5. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. Abita Springs Mayor may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to the Town of Abita Springs no later than the time of submission of the Contract to the Town. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, Abita Springs Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

- 1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for, and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Town property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in the most current edition are required.

- 2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any auto;
 - or**
 - b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.Endorsement for Pollution coverage for all vehicles used to transport fuel.

- 3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.

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

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Town, whichever is earlier; **AND**
- 2) continuous coverage must be provided to the Town with the same retro date for 24 months following acceptance or termination of the Project by the Town either by
 - a) continued renewal certificates **OR**
 - b) a 24-month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Town, whichever is earlier; AND
- 2) continuous coverage must be provided to the Town with the same retro date for 24 months following acceptance or termination of the Project by the Town either by
 - a) continued renewal certificates **OR**
 - b) a 24-month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

6. **Marine Liability/Protection and Indemnity*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

***Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Town prior to the commencing of any work. The Town has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Town as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Town, the Provider shall promptly obtain a new policy, timely submit same to the Town for approval, and submit a certificate thereof as provided above. The Town agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Town cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Town. In the event that the second submission is insufficient or is not approved, then the Town shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Town, may be declared suspended, discontinued, or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. The Provider shall secure and maintain at its expense such insurance that will protect it and the Town of Abita Springs ("Town") from claims for bodily injury, death, or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Town and provide thirty (30) days prior notice of cancellation to the Town, in writing, on all of the required coverage.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Town is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**Town of Abita Springs
P O Box 461, 72077 Live Oak St.
Abita Springs, LA 70420**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

***NOTICE: Town of Abita Springs reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

Any inquiry regarding these insurance requirements should be addressed to:

**Town of Abita Springs
P O Box 461
Abita Springs, LA 70420**

**Attention: Leanne Schaefer
lschaefer@abitaspringsla.gov**

ATTACHMENT “E”

ATTACHMENT "E"

HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless Town of Abita Springs, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 20__

WITNESSES:

(Name of Contractor)

Print Name: _____

BY: _____
(Signature of Authorized Officer)

Print Name: _____

Print Name: _____

Title: _____

STATE OF _____

PARISH OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

ATTACHMENT "F"

ATTACHMENT "F"

**AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS**

STATE OF _____

PARISH OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and,
personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, who is seeking a Professional or Essential Service Contract with Town of Abita Springs.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of the Town of Abita Springs, or the Contract is not under the supervision or jurisdiction of the public servant's agency.

5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of Town of Abita Springs, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with Town of Abita Springs if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name: _____

Title: _____

Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.

Notary Public
Print Name: _____
Notary I.D./Bar No.: _____
My commission expires: _____

**AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION
SYSTEM**

STATE OF _____

PARISH OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish,
personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with Town of Abita Springs for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____
Title: _____
Name of Entity: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.

Notary Public

ATTACHMENT "G"

Attachment G
Sample Scoring Matrix
RFP # 2026-DR&D-01
Emergency Infrastructure Restoration, Debris Removal and Disposal

Vendor/Business Name _____

Evaluator's Name _____

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with RFP and proposal quality	5pts		
Understanding of project	5pts		
Approach to the Project (PUSH Plan, EDR&D Plan)	10pts		
Qualifications, experience, personnel, references	15pts		
Number of subcontractors	4pts		
Past large emergency contracts completed	4pts		
Number of Employees	4pts		
Number of Similar Contacts	4pts		
History with federal agencies / permitting	5pts		
Number of trucks, boats, and equipment owned	4pts		
Costs and Fees	20pts		
Use of DBE/ Women-Owned or Labor Surplus Firms	5pts		
Financial Strength & Stability	15pts		

Vendor Total

100pts

Signature of Evaluator: _____

Date: _____

ATTACHMENT "H"

ATTACHMENT H

SPECIFICATIONS

**REQUEST FOR PROPOSAL
Emergency Debris Removal and Disposal**

DIVISION 1 – General Requirements

- A - Terms
- B - Measurement and Payment
- C - Project Meetings
- D - Temporary Facilities
- E - Project Submittals

DIVISION 2 – Sitework

Debris Removal, Transportation, and Disposal

DIVISION 3- Federal Required Clauses

GENERAL REQUIREMENTS

A. TERMS

CR	Contractor Representative
C and D	Construction and Demolition
DEPARTMENT	Town of Abita Springs EDR&D
EPA	Environmental Protection Agency
E-Waste	Electronic Waste
FEMA	Federal Emergency Management Agency
HHW	Household Hazardous Waste
HTW	Household Toxic Waste
LESHAP	Louisiana Emission Standard for Hazardous Air Pollutants
LDEQ	Louisiana Department of Environmental Quality

LDOTD	Louisiana Department of Transportation and Development
LSA-RS	Louisiana Statutes Annotated, Revised Statutes
OSHA	Occupational Safety and Health Administration
TDA	Town Designated Agent
ROW	Rights of Way
TOAS	Town of Abita Springs
TDSR	Temporary Debris Storage and Reduction site

B. MEASUREMENT AND PAYMENT

1. DISPOSAL SITES:

The Contractor will be responsible for identifying LDEQ approved landfills for disposal of debris under this Contract and obtaining all requisite permits, as set forth in the Contractor's EDR&D Plan approved by the Town. The EDR&D Plan should include activities for the recycling and beneficial use of debris collected which will reduce the volume or weight of debris going to landfills. Contractor is responsible for obtaining a site closing letter from LDEQ and shall be liable to TOAS for any and all costs, fees, damages, or fines resulting from failing to obtain same at the end of the contract work or at any time it is determined that a disposal site is not needed or upon closure from LDEQ or any regulatory body.

The Contractor should possess knowledge of applicable regulations and any LDEQ Declaration of Emergency and Administrative Orders in order to correctly route waste streams to appropriate sites and/or facilities. At all times, the Contractor shall comply with each site's Interim Operational Plan provided by LDEQ.

Towers shall be provided by the Contractor at each disposal site. A tower with platform and cover of sufficient height as to allow the TDA Dump Site Monitor, FEMA Representative, and the Contractor a clear line of sight into the dump bed of the vehicle or trailer to determine the percentage full of each vehicle. Towers shall be located at the entrance(s) and exit(s) of all debris sites.

All costs including but not limited to, debris removal, site restoration/remediation, debris processing, recycling, reduction, and measurement costs, and hauling shall be paid by the Contractor and shall be included in the quoted cubic yard or unit item prices listed in the Unit Item Price Schedule. The cost associated with disposal at the LDEQ certified landfills as a "pass-through cost" is to be reimbursed by the Town at the actual cost.

Final disposal facilities and fees subject to written pre-approval and authorization by Town. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated

to the Town or its Authorized Representative's completed load tickets, and proof of Contractor payment to the disposal facility.

Contracts with disposal sites must be secured prior to the start of hurricane season each year. Copies of contracts must be supplied to Town Government on or before June 1st each year of the contract.

2. GENERAL

The Contractor will be paid for material collection, processing, and haul to a disposal site and at the prices listed in the Unit Item Price Schedule and agreed to by the parties for the items listed below. The volume of debris removed under this contract may vary significantly from the estimated quantities listed on the Unit Item Price Schedule. The Contractor shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in work performed under this contract. The Contractor shall not be entitled to any compensation in addition to the unit charges stated herein and reimbursement of tipping fees.

Debris collected will be documented by the TDA on sequentially numbered, multiple part debris load tickets. The type of debris shall be clearly marked by the TDA on each load ticket. Load tickets and reports documenting the final disposition of all debris are required, including but not limited to, type and volume of debris collected along the ROWs and type and volume of processed debris leaving TDSRs or other sites going to a final disposition site, all debris must be ticketed from the point of collection on the ROW to its final disposition at an approved landfill.

Town of Abita Springs reserves the right to modify documentation from handwritten multi-part tickets to an electronic type of available formats as developed that facilitate accuracy and efficiency in the transmission of the information. Electronic Tickets must be approved by the Town before activation and must be signed/validated by the TDA upon issuance.

The Contractor shall use the following debris management practices, in order of priority, to the extent they are “appropriate, practical, efficient and timely: recycling and composting, weight reduction, volume reduction incineration or co-generation; and land disposal.”

The ROW separation/segregation of HHW, HTW, petroleum products, white goods, Freon containing goods, E-waste, or other environmentally sensitive or specialty debris shall occur to the best of the Contractor’s ability prior to loading and hauling and as per the approved EDR&D Plan. The Contractor shall take all precautions to prevent the release of materials into the environment.

3. MEASUREMENT – DEBRIS

All trucks transporting debris streams under this contract must be certified by the TDA. Truck capacity measurements will be performed and certified by the TDA in accordance with FEMA guidelines. Each truck and/or trailer shall have a tailgate and tarp at all times. Each truck/trailer must have the requisite insurance coverage(s) as required by law, project identification placards, and certification documents at all times.

Debris will be measured on either a cubic yard or unit item basis. Each truckload of eligible debris shall receive only one ticket. Payment will be made only for debris that FEMA determines eligible.

All movement of debris shall be ticketed from the ROW collection point to its final disposal. Collecting, loading, and hauling of debris from the ROW to a TDSR, debris site or landfill shall be issued billable CY or Unit Items tickets.

Billable Items

ROW Debris-The Contractor shall prepare, load, remove, control traffic, and transport eligible ROW debris to sites for reduction and/or disposal in accordance with the Contractor's EDR&D Plan approved by TOAS and any laws and regulations. TOAS ROW Cubic Yard and ROW Unit Item debris tickets will be used for billing.

TDSR Haul out Debris- The Contractor shall prepare, load, remove and transport eligible TDSR processed debris to approved final disposal sites in trucks certified by TOAS or its TDA. TOAS Cubic Yard debris tickets will be used billing and Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated to the Town or its Authorized Representative's completed load tickets, and proof of Contractor payment to the disposal facility.

Non-Billable Items-The Contractor is responsible for the processing, recycling, reduction, or any other costs of all debris streams collected from the ROW and TDSRs. as non- direct pay items.

Measurement of debris on a Cubic Yard basis. The cubic yard measurement will be determined by the Town Designated Agents (TDAs) at the debris site tower. The TDA Project Manager or his/her designated project representative shall determine the volume of material for each truck/trailer using FEMA measuring protocols. The volume determined at each tower shall be the volume recorded on the load ticket. The maximum amount of volume allowed for each truck/trailer shall be ninety-five (95%) percent of the certified measured and approved truck/trailer volume. The debris load measures shall follow in five (5 %) percent increments as determined at the tower by the TDA.

Measurement of debris on a Unit Item basis. Measurement of other waste streams will be determined by each unit collected at the ROW and disposed of in accordance with applicable laws and regulations. Items collected at the ROW will be ticketed by the TDA and verified volumes will be paid at the unit prices listed in the agreed-to Unit Item Price Schedule and described below. Unit item debris mixed and hauled with cubic yard debris shall be paid at the cubic yard price. The Contractor is responsible for the processing and final disposal of any unit item debris contained in cubic yard loads in accordance with any applicable laws and regulations.

All FEMA regulations, orders, Fact Sheets, Public Assistance guides, or instructions shall apply to this contract. Payment will be made only for debris that conforms to FEMA's eligibility criteria.

4. PAYMENT – UNIT ITEM PRICE SCHEDULE

Cubic Yard Debris

1A. ROW Cubic Yard Debris:

The Contractor shall remove debris from within TOAS ROW including but not limited to preparing, loading, hauling, controlling traffic, processing, separating/segregating, reducing, recycling, and disposing of eligible debris at the Contractors designated LDEQ approved Type I, II, III, Enhanced C&D landfill, approved TDSR staging area, or other LDEQ approved debris site. Payment will be made on a cubic yard basis for actual, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit item Price Schedule.

Each load ticket must document the classification of debris in the load. Determination of debris classification shall be made by the TDA at the site of ROW pick up prior to loading by the Contractor unless otherwise provided for by TOAS. Debris Contractor representatives are responsible for ensuring that proper and complete load tickets/documentation is obtained from the TDA at the ROW.

Payment will be made only for debris that FEMA determines eligible. Only those debris classifications specifically authorized at the time of the emergency shall be collected. FEMA's eligibility criteria shall be used for all debris types and work under this Contract. TOAS reserves the right to authorize any or all debris classifications herein. The debris classifications may include:

C&D Debris

The Contractor shall remove disaster generated Construction & Demolition (C&D) debris from within TOAS ROW including but not limited to: preparing, loading, hauling, controlling traffic, and disposing of eligible debris at the Contractors designated LDEQ approved Type I, II, III, or Enhanced C & D landfill or approved TDSR. Payment will be made on a cubic yard basis for the actual volume of waste determined at the applicable Landfill tower at the contracted cubic yard price for Item 1 identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

Vegetative Storm Debris:

Contractor shall be responsible to prepare, load, haul, control traffic, and dispose of eligible Vegetative debris from individual worksites on public property, public ROWs, and any other eligible location. Payment will be made at the contracted price identified in the Unit Item Price Schedule on a cubic yard basis for actual, verified volumes of waste determined at the Vegetative debris site tower. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

Mixed Debris

The Contractor shall remove a combination of storm-generated eligible debris types from within TOAS ROWs including but not limited to: preparation, loading, hauling,

controlling traffic, processing, reducing, segregating/separating, and disposing of appropriate debris at the Contractors designated LDEQ approved landfill or TDSR. Payment will be made on a cubic yard basis for the actual volume of waste determined at the applicable Landfill tower at the contracted cubic yard price for Item 1 identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

1B./1C. TDSR Haul out Cubic Yard Debris-Ash and Chips/Mulch:

The Contractor shall remove/haul out debris from approved TDSR site including but not limited to preparing, loading, hauling, controlling traffic, processing, separating, segregating, reducing, recycling, and disposing of eligible debris to LDEQ approved Type I, II, III, Enhanced C&D landfill. Payment will be made on a cubic yard basis for actual processed, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit item Price Schedule.

Each load ticket must document the classification of debris in the load. Debris Contractor representatives are responsible for ensuring that proper and complete load tickets and documentation are obtained from the TDA at the TDSR. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

Unit Item Debris

2. Hazardous Leaning Trees:

Contractor shall be required to cut and remove eligible trees designated by the TDA. Hazardous leaning trees must be greater than six inches in diameter (measured at breast height) and meets any of the following criterion: more than 50% of the crown is damaged or destroyed; the trunk is split, or broken branches expose the heartwood, or the tree is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance.

Payment will be made per tree in accordance with the payment schedule listed in the Unit Item Price Schedule. Tree diameters will be recorded in whole inches. TOAS or its TDA will identify and mark hazardous trees on the work orders to be removed by the Contractor according to the latest FEMA practices. Each tree will also be photographed prior to work being performed. This unit item shall compensate the Contractor for the cost to cut hazardous trees only. Payment will not be made unless the latest FEMA practices have been met. Unit item price shall include any and all special equipment and personnel required to cut the tree. Loading, hauling all other associated costs for hazardous leaning trees shall be included in the Unit Item price for Item No. 1, ROW Cubic Yard Debris. NOTE: This unit item price does not include downed trees or trees not having the criteria stated. Downed trees and snapped-off trees less than 15 feet tall are considered vegetative storm debris and will be paid under Item No. 2 Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

3. Hazardous Hanging Limbs (Tree Hangers):

Contractor is responsible to cut and remove any eligible hanging/damaged limbs (hangers) as identified by TOAS or the TDA on the work orders. TOAS or its designated representative will identify tree hangers on the work orders to be removed by the Contractor according to the latest FEMA practices. Payment for hangers will be made per tree regardless of the number of hangers removed. Hazardous hangers must be at least two inches (2") in diameter measured at the point of the break. Unit item price shall include any and all special equipment and personnel required to remove the hanging limbs. Loading, hauling and all other associated costs for tree hangers shall be included in the Unit Item Price for Item No. 1 ROW Cubic Yard Debris. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

4. Hazardous Stumps:

Contractor is responsible for the removal/extraction of eligible hazardous stumps as designated in the work orders and approved by FEMA. The Town's designated representative will identify and mark hazardous stumps on the work orders to be removed by the Contractor according to the latest FEMA practices. Extracting, loading, hauling, backfill for holes, disposal and all other associated costs for Hazardous Stumps shall be included within this item. Each stump hole must be filled level to the natural ground with an acceptable native soil. Payment will be made in accordance with the diameter schedule indicated in the Unit Item Price Schedule. Extracted stumps 24" or less are considered ROW Cubic Yard vegetative storm debris and will be paid under Item No. 1. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

5. White Goods, Freon Containing Goods, E-Waste & Small Motorized Equipment:

All White Goods, HHW, and E-waste must be protected from environmental contamination and/or chemicals spilling into the atmosphere, land, or environment and should be handled, recycled, and/or disposed of in accordance with all LDEQ and EPA regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management.

5a. Item No. 5a - White Goods (Non-Freon Containing):

Contractor shall pick up all white goods at the ROW. The Contractor shall recycle all eligible white goods in accordance with all Federal, State, and local laws and regulations. Payment will be made on a per basis for each white good collected and recycled at the contracted unit price identified in the Unit Item Price Schedule. Number of units will be determined and documented/ticketed by the TDA on Unit Item tickets. White goods inadvertently mixed and hauled with cubic yard debris shall be paid at the cubic yard price. The Contractor is responsible for the processing and final disposal of any unit item debris contained in cubic yard loads in accordance with any applicable laws and regulations. Microwave ovens are specified as White Goods-5A.

5b. Item No. 5b - Freon Containing Goods:

Contractor shall pick up all Freon-containing goods at the ROW. The Contractor shall recover Freon from all Freon containing white goods collected or other goods such as refrigerators, freezers, and air conditioners in accordance with all Federal, State, and local laws and regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made on a per basis for each white good collected at the ROW from which Freon is recovered at the contracted unit price identified in the Unit Item Price Schedule. Number of units will be determined and documented/ticketed by the TDA on Unit Item tickets. Freon shall be removed as a non-direct pay item from all Freon containing goods hauled in cubic yard loads. Documentation of the amounts of Freon recovered from each unit will be required.

5c. Item No. 5c – E-Wastes Recycling:

Contractor shall pick up at the ROW, handle, transport, and dispose of all E-wastes in accordance with all Federal, State, and local laws and regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made per each item collected at the ROW at the contracted unit price identified in the Unit Item Price Schedule. The number of items removed from the ROW will be determined and documented/ticketed on Unit Item tickets by the TDA at the ROW loading site.

5d. Item No. 5d - Small Gasoline Motorized Equipment:

Contractor shall pick up at the ROW, handle, transport, and dispose of all Small Gasoline Motorized Equipment in accordance with all Federal, State, and local laws and regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made per each item collected at the ROW at the contracted unit price identified in the Unit Item Price Schedule. Small gasoline motorized equipment hauled in cubic yard loads will be paid at the cubic yard price. The number of units collected curbside will be determined and documented/ticketed on Unit Item tickets by the TDA.

6. Household Hazard Waste (HHW):

Contractor shall pick up all HHW at the ROW in accordance with all Federal, State, and local laws and regulations. Payment will be made per cubic yard at the contracted unit price for Item 1 identified in the Unit Item Price Schedule. The number of units collected at the ROW will be determined and documented/ticketed by the TDA on Unit Item tickets. Any HHW hauled in cubic yard loads will be paid at the cubic yard price. All HHW collected shall be segregated/separated from other unit debris streams, processed, and disposed of in accordance with all applicable laws and regulations. Final disposition of volumes of HHW shall be documented. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

7. Hazardous and Toxic Wastes (HTW):

Contractor shall remove, handle, transport, and dispose of all HTW in accordance with all Federal, State, and local laws and regulations, including LDEQ's Comprehensive

Plan for Disaster Clean-up and Debris Management. Payment will be made per unit at the contracted unit price for Item 1 identified in the Unit Item Price Schedule. The number of units collected at the ROW will be determined and documented/ticketed by the TDA on Unit Item tickets. All HTW collected shall be segregated/ separated from other debris streams, processed, and disposed of in accordance with all applicable laws and regulations. Final disposition of volumes of HTW shall be documented. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

8. Petroleum Products:

Contractor shall remove, handle, transport, and dispose of all Petroleum Products in accordance with all Federal, state, and local laws and regulations, including LDEQ’s Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made per pound at the contracted unit price identified in the Unit Item Price Schedule. All Petroleum Products collected shall be segregated/ separated from other debris streams, processed, and disposed of in accordance with all applicable laws and regulations. Final disposition of volumes of Petroleum Products shall be documented.

9. Creosote Treated Wood:

Contractor shall remove, handle, transport, and dispose of all creosote-treated wood products in accordance with all Federal, state, and local laws and regulations, including LDEQ’s Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made on a cubic yard basis for actual, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

10. Regulated Asbestos Containing Material (RACM):

Contractor shall remove, handle, transport, and dispose of all Regulated Asbestos Containing Material to an approved final Disposal Site in accordance with all Federal, state, and local laws and regulations, including LDEQ’s Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made on a cubic yard basis. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

C. PROJECT MEETINGS

1. GENERAL REQUIREMENTS

- A. The TDA shall schedule and administer a pre-deployment meeting, periodic progress meetings, and specially called meetings throughout the progress of the work. The Contractor’s representative is required to attend all meetings.

- B. Representatives of Contractors, Subcontractors, and Suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Attendance at meetings is required to ascertain that work is expedited consistent with Contract documents and work/project schedules, among other things.

2. PRE-DEPLOYMENT MEETING

- A. The TDA is to schedule a pre-deployment meeting no later than 24 hours after the emergency event to begin Task 1 of The PUSH may begin as soon as possible.
- B. Location: A central site, convenient for all parties, designated by TOAS.
- C. Attendance
 - 1. Department Director and/or Town Representative
 - 2. TDA
 - 3. Contractor's Project Manager
 - 4. Contractor's Superintendent
 - 5. Major Subcontractors
 - 6. Others as appropriate
- D. Suggested Agenda
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. EDR&D Plan.
 - 2. Critical work sequencing.
 - 3. Payment Application Procedures.
 - 4. Major equipment to be used.
 - 5. Project Coordination.
 - a. Designation of responsible personnel.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Requests for changes to EDR&D Plan.
 - c. Daily Reports and tickets.
 - d. Applications for Payment.
 - 7. Adequacy of distribution of Contract Documents.
 - 8. Procedures for maintaining Project Files.
 - 9. Temporary facility, if necessary.

4. PROGRESS MEETINGS – AFTER DEPLOYMENT

- A. The TDA is to schedule regular periodic meetings. The progress meetings will be held every week and must be attended by the Contractor and/or Contractor's representative(s).
- B. The TDA is to hold daily meetings with the Contractor's Project Manager.

- C. Location of the meetings: a central site, convenient for all parties, designated by TOAS.
- D. Attendance.
 - 1. TDA Project Manager.
 - 2. Contractor's Project Manager or Superintendent.
 - 3. Subcontractors, as needed.
 - 4. Others as appropriate.
- E. Suggested Agenda
 - 1. Review, approval of meeting summary of previous meeting.
 - 2. Provide status of work, discuss crews, and cubic yardage of debris removed.
 - 3. Field observations, problems, and conflicts.
 - 4. Problems that impede EDR&D Plan and Schedule for Completion.
 - 5. Corrective measures and procedures to regain projected schedule.
 - 6. Revisions to EDR&D Plan.
 - 7. Progress and schedule during succeeding work period.
 - 8. Coordination of schedules.
 - 9. Review submittal schedules; expedite as required.
 - 10. Maintenance of quality standards.
 - 11. Pending changes and substitutions to EDR&D Plan.
 - 12. Review proposed changes for effect on Schedule and on completion date.
 - 13. Other business.

D. TEMPORARY FACILITIES

1. CONTRACTOR'S FIELD OFFICE

- A. Temporary offices shall be established on or around the job site at a location selected by the Contractor, adequately furnished and maintained in a clean, orderly condition by the Contractor. The Contractor or his authorized representative shall be always present in the field office while work is in progress. Instructions received at the Contractor's field office from the TDA and/or TOAS shall be considered as delivered to the Contractor.
- B. The field office shall be of adequate size to accommodate the Contractor's staff and provide suitable space for project meetings. The office shall be provided with adequate lighting, heating, and air-conditioning; telephone and internet service; file cabinets and other document storage furnishings, conference tables and chairs for project meetings; and sanitary facilities for Contractor's staff. The offices shall be secured.
- C. Project sign
 - 1. The Contractor shall provide a 4' x 6' project sign at the Contractor's field office.
 - 2. The Contractor's name, hours of operation, phone number, and contact info shall appear on the sign.
- D. TOAS may elect to use a facility supplied by it for the project and site meetings in lieu of temporary facilities.

END OF SECTION

E. PROJECT SUBMITTALS

A. Submittals Required Prior to Starting Work

The Contractor shall provide the following submittals to the TDA for review and/or approval prior to starting any work under the Contract:

1. Contractor Safety Plan
2. Contractor Emergency Debris Removal and Disposal Plan
3. Organizational Chart
4. Contractor Quality Assurance/Quality Control Plan
5. Area of Work Timeline and Schedule of Work
6. Copies of all required permits and licenses
7. Videotape of all staging areas prior to mobilization to assure proper site restoration.
8. Listing of Subcontractors and the type and estimated amount of work to be performed by each.

The Contractor shall provide the above, and any amendments to submitted documents, as needed and/or upon the request of the TDA.

B. Submittals Required Weekly

- 1) Work Schedule for the following week
- 2) Invoice, including an excel spreadsheet listing all fields of information for each load ticket invoiced, and a signed original invoice with required certification statements. Copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility.
- 3) Contractor shall submit with the application for payment, affidavits attesting that all Subcontractors have been paid for work performed and accepted.

C. Submittals Required Daily

- 1) Crew Listing for the next day of work, submitted by 2:00 pm daily

D. Other Submittals

- 1) Any other submittal as required by TOAS or the federal granting agency in

the course of the project.

***** END OF SECTION *****

SITE WORK
DEBRIS REMOVAL, TRANSPORTATION, AND DISPOSAL

PART 1: GENERAL

1. GENERAL SCOPE OF WORK

This RFP may be used for debris removal, transportation, and disposal from other natural disasters with similar scope of work (i.e., tornadoes, ice storms, floods, etc.). The Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment under this Contract. The Contractor shall provide sufficient management, administration, supervision and safety, quality controls, and project controls to assure the safety, quality, completeness, and timely progress of the work.

NOTE: TOAS reserves the right to issue a Notice to Proceed on limited activities and/or items under the Contract. All Unit Items may not be selected for use under the Contract. More than one event activation is possible during the contract period.

2. DEBRIS REMOVAL

The work shall consist of debris removal from ROW, public property, and all publicly maintained property within the jurisdictional limits of TOAS. If the disaster is deemed such that TOAS receives permission to go onto private property and/or privately maintained ROW then such debris will be included, upon approval by FEMA and TOAS, as directed by the TDA. This Contract and its scope of work shall not include private property demolition of structures. The scope of debris removal, transportation, and disposal shall be in accordance with all applicable Federal, State, and local regulations governing this activity including but not limited to LDOTD transportation requirements, debris disposal permits, EPA and DEQ regulations, the latest FEMA practices, and practices regarding OSHA.

3. IDENTIFICATION OF HAZARDOUS SUBSTANCES AND OTHER WASTE

The work shall include the hazardous substance inspection prior to or during debris removal at the ROW. Such removal, handling, transportation, processing, and disposal of hazardous substances, including asbestos, shall be performed in accordance with all applicable Federal, State, and local regulations and laws. The Contractor is responsible for the removal, handling, transportation, processing, and disposition of all HHW, HTW, Petroleum Products, E-Waste, Freon & Ozone Depleting Substances, White Goods, Small Motorized Equipment and Creosote Treated Wood in accordance with all applicable Federal, State, and local regulations and laws governing same. The Contractor should make efforts to separate the types of debris at the ROW point of

collection prior to loading and hauling. The Contractor shall take all precautions to prevent the release of materials into the environment.

4. CONSTRUCTION DEBRIS, VEGETATIVE DEBRIS, AND MIXED DEBRIS

The work shall include the removal of eligible construction and vegetative debris from ROW. Such work shall include the removal, transportation, processing, and/or recycling, and final disposal of this debris in accordance with all applicable Federal, State, and local regulations and laws governing same.

Debris that is the result of land clearing operations shall not be removed or disposed of under this Contract.

MIXED LOADS - The Contractor should make efforts to separate the types of debris at the ROW point of collection prior to loading and hauling. Loads containing a mixture of different debris classifications shall be paid at the cubic yard price. The work shall include processing, separation, or segregation, and/or recycling, final transportation to a final disposal site, and final disposal of the mixed debris in accordance with all applicable Federal, State, and local regulations and laws governing the same. No additional fees shall be paid for processing mixed loads.

5. HAZARDOUS LEANING TREES, LIMBS, AND STUMPS

The work shall include the removal of eligible hazardous leaning trees, hanging limbs two inches (2") in diameter or larger at the point of break, removal of hazardous trees more than six inches (6") in diameter, removal of stumps, and backfill for stump holes and associated debris removal. The Contractor shall determine the make-up of the removal crews, equipment, and labor, for each area identified by the TDA. The make-up of the removal crews will depend on site conditions and the environmental sensitivity of the sites.

This work includes, but is not limited to, the following: removal of hazardous hanging limbs two (2") inches in diameter or larger at the point of the break, removal of hazardous trees more than six (6") inches in diameter, removal of stumps, backfilling of stump holes, and associated debris. The hazardous leaning trees to be removed will include those leaning thirty (30) degrees or more, snapped off above ground, and/or otherwise approved by TDA for removal.

Stump holes shall be backfilled with clean native topsoil to match the existing grade. Note that stump holes include all cavities beyond the extraction stump holes. Leaning trees, hanging limbs, and stumps to be cut or extracted will be identified by the TDA. The Contractor may be required to grind some stumps if large equipment cannot access the work area. The TDA, in accordance with FEMA regulations and policies, will designate and physically identify all eligible debris and work in this section.

Each leaning tree, with hanging limbs or stump, shall be identified and documented by the TDA. The documentation shall include street address, GPS, photographs, (connected to debris tickets) and other information prior to cutting. The TDA shall issue tickets for eligible work performed. All documentation and photos will be the property of TOAS.

The Contractor shall provide all labor, materials, and equipment necessary to fully plan, manage, operate, and maintain (including fuel, oil, grease, and repairs) all equipment required for this task order.

A Louisiana licensed arborist shall be on-site during tree cutting activity in accordance with applicable regulations. The Contractor shall hire the Louisiana licensed arborist as part of the Unit Item Price relating to this activity unless this requirement is waived by the regulatory authority. Please Note: The Town will not accept arborists from other states.

6. DAMAGE

The Contractor shall repair all roadways, sidewalks, utilities, drainage structures, and other features, in addition to any private property or features, which are damaged by Contractor operations. This will include re-sloping damaged surfaces to the original grade. The Contractor shall respond to damage claims within seven (7) days upon receipt of same and shall settle valid claims within thirty (30) days. The Contractor shall notify TOAS of any and all damage claims. TOAS shall have final authority over damage assessment and dispute resolution. The Contractor shall hold forever harmless TOAS, its elected officials, agencies, boards and commissions, employees, representatives, servants, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability to public or private property as a result of the actions or inactions by the Contractor, its employees, TDA, representatives, and/or Subcontractors in the performance of work under this Contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

7. PERFORMANCE

The Contractor shall commence performance within forty-eight (48) hours after receipt of Notice to Proceed. The Contractor shall work during daylight hours, for a maximum of twelve (12) hours per day, seven (7) days per week, or as directed by the TDA in coordination with TOAS officials. The Contractor shall forever hold harmless TOAS from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

8. MOBILIZATION

Mobilization shall consist of all preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures needed to access the project sites, constructing and maintaining debris site towers and sanitary facilities, the cost of temporary facilities, the costs of bonds, required insurance and all other pre and post-construction expenses necessary to perform this work. It shall be duly noted such expenses are the sole responsibility of the Contractor and are not payable under the Contract.

9. STAGING, REDUCTION, AND DISPOSAL SITES

The Contractor is responsible to negotiate and secure Contracts for all sites and site access for staging areas and disposal sites. All sites must be secured prior to hurricane season and copies of all documentation and permitting submitted to the Town. All work shall be coordinated with adjacent landowners throughout the project duration. All infrastructure, facilities, and property affected by site access and staging shall be restored to their original condition. Contractor shall videotape all staging areas prior to mobilization to assure proper restoration. The Contractor EDR&D Plan shall provide for all necessary segregation of debris, and designated facilities to do so, in accordance with all Federal, State, and local permitting requirements. The Contractor EDR&D Plan shall provide the name and address of the dumpsite, staging, or reduction area(s) and written approval from LDEQ advising that same is approved for the staging, reduction, or disposal of the designated debris prior to use of such site. The Contractor is responsible for all processing, reduction, and recycling costs, site restoration and remediation costs; and shall provide proof of a Contract or an account with all of the approved landfills which are designated for use in the accepted EDR&D Plan. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

The Contractor agrees to protect the interests of, and hold harmless, TOAS regarding any permits issued in the Town 's name for work under this Contract, including but not limited to, DEQ permits, USACE permits, EPA permits, and any other regulatory or statutory permits held in the Town 's name for use by the Contractor. The Contractor agrees to be responsible for all costs necessary from Contract activation until notified, in writing, that the sites or permits utilized by the Contractor have been satisfactorily closed with the applicable issuing Agencies.

Contractor shall furnish the following for each approved site before any load tickets will be issued:

- a. A tower with platform and cover of sufficient height as to allow the TDA Dump Site Monitor, FEMA Representative, and the Contractor a clear line of sight into the dump bed of the vehicle or trailer to determine the percentage full of each vehicle. Towers shall, at a minimum, should be located at ingress and egress points. Monitoring towers should be constructed of durable structural materials. The structures should be designed to withstand active and static loads. A stepladder is not an acceptable monitoring tower. Equipment and fuel should have a designated storage area and signs posted appropriately. The fuel storage areas need to be designed to contain spills. Water should be readily available at all times. Water storage areas should be strategically positioned throughout the site and identified appropriately.
- b. Portable Restrooms.
- c. All-access requirements for safe and adequate ingress and egress, including traffic controls.
- d. Adequate signage, cones, and flagmen as required in order to ensure site safety.

PART 2: SERVICES

The Contractor shall provide all management, administration, supervision, labor, and equipment necessary to complete the work required in the Contract.

Activities required prior to starting work are:

1. Prior to debris pick up, the Contractor shall have all Subcontractors and Subcontractor's equipment certified and registered with the TDA and TOAS. All debris removal equipment must be digitally photographed and documented with the TDA. Certification documentation should be carried by vehicle operators while working.
2. If removal of hazardous materials is required, the Contractor shall complete removal of hazardous substance waste streams in no more than two (2) workdays unless the TDA provides written authorization for increased work durations.
3. The debris removal work also includes providing all equipment, materials, and labor in accordance with local requirements. For locating and marking the locations of underground utilities, the Contractor shall coordinate with the appropriate local service Contractors and/or contact Louisiana One Call at (800) 272-3020. The Contractor will not be liable for any preexisting damage to utilities.
4. The Contractor shall take reasonable care not to damage personal property items while removing debris. The Contractor is not responsible for storm-related or other preexisting damage to personal property. The Contractor shall perform reasonable due diligence in ascertaining preexisting damages.
5. Debris removal shall not begin on areas without the TDA present.
6. During the removal and transporting of associated debris, water shall be used to control dust as needed. A water truck shall be required at each disposal site. Acquiring and supplying water shall be the responsibility of the Contractor. The amount of dust resulting from debris disposal shall be controlled to prevent the spread of dust to occupied areas near the disposal site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in or create hazardous or objectionable conditions such as flooding and pollution. It shall be the responsibility of the Contractor to utilize appropriate misting nozzles to apply water to the debris.
7. The Contractor is responsible for the complete removal of all eligible and authorized debris related to the disaster. Upon the commencement of work in a designated area the Contractor may not leave until the debris has been removed sufficiently to satisfy the TDA.
8. The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, spotters, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with the above requirement.

PART 3: SUBMITTALS REQUIREMENTS

1. CONTRACTOR SAFETY PLAN

The Contractor shall submit a Contractor Safety Plan ("Safety Plan") in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual. The

Safety Plan shall address tasks, hazards, and mitigation measures for review and approval prior to implementation of any debris removal activities. One copy of the completed Safety Plan shall be provided to the TDA Manager within thirty (30) working days of Contract award. This Safety Plan must be reviewed by the TDA prior to the commencement of any work.

2. CONTRACTOR DEBRIS REMOVAL AND DISPOSAL PLAN (“EDR&D Plan”)

The Contractor shall develop an EDR&D Plan for the debris removal in concert with TOAS and the TDA. The EDR&D Plan shall include the following:

- a) Training and qualifications of personnel.
- b) Number of personnel and crews to be utilized
- c) Procedures for performing all Contract work.
- d) Detailed maps of Town of Abita Springs indicating the areas of pick up and the timeline for accomplishing the work in each area and the overall Town.
- e) Process for evaluation of debris for the presence of regulated and hazardous substances and materials.
- f) Process for hazardous material removal.
- g) Identification and use of TDSRs and processes for segregation, processing, and/or recycling of debris which will be utilized.
- h) Identification of types and quantities of equipment to be used; and
- i) Plan for final disposal of debris, site restoration, remediation, and closeout.

Contractor shall videotape all staging areas prior to mobilization to assure proper restoration.

Three (3) copies of the EDR&D Plan shall be provided to the Director for TOAS within thirty (30) days of award of the Contract. The Director will review the EDR&D Plan and notify the Contractor within a reasonable time as to any changes which are required. Upon agreement to the terms of the EDR&D Plan by TOAS, the Director will notify the Contractor that it has been accepted. If no TOAS approved EDR&D Plan is in place within sixty (60) days of the Contract award date due to the Contractor’s fault, TOAS may cancel the Contract.

Upon a debris-producing event occurring, TOAS may require further revision to the accepted EDR&D Plan in order to address TOAS’s needs in light of a particular disaster event. In such a case, the Contractor shall provide the requested revisions to the EDR&D immediately and prior to obtaining the Notice to Proceed from TOAS.

3. CONTRACTOR DAILY SAFETY MEETINGS

A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. All attendees of the meeting shall sign in and sign-in sheets shall be forwarded to the TDA. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures.

4. DAILY OPERATIONAL REPORT

Upon request of the TDA, the Contractor shall submit daily operational reports. A separate operational report is required for each area location. Discrepancies between the daily operational reports and corresponding load tickets shall be reconciled by the

Contractor and the TDA. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the work accomplished in each area for that day and the number of crews that worked.

5. WORK SCHEDULE

The Contractor shall provide a work schedule including a timeline for each area status schedule. The work schedule shall include the area of work for the current week and the next two weeks of where and when the Contractor anticipates working.

PART 4: ENVIRONMENTAL PROTECTION, PROTECTION OF PROPERTY AND RESTORATION

While the Contractor shall implement engineering controls (e.g., wetting) to maintain no visible emissions criteria during disposal, the Contractor shall also manage surface water runoff for compliance with applicable Federal, State, and local requirements.

For the purpose of this Contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during the execution of this Contract. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its Subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the activities in the performance of this Contract.

Contractor shall comply with all requirements in the “*LDEQ Comprehensive Plan for Disaster Clean-Up and Debris Management*” and any other applicable Federal, State, or local statutes, regulations, or ordinances.

PART 5: DEBRIS ELIGIBILITY

Eligible debris under this Contract consists of debris generated from the disaster declared event or incidents. Only debris categories specifically authorized shall be paid. Debris shall be determined as to the type by the TDA prior to collection at the ROW. All debris eligibility and classification determinations shall be made in conformity with the Stafford Act and FEMA regulations. Specifically, “*FEMA’s Public Assistance Debris Management Guide, FEMA 325*”; “*Public Assistance Policy Digest, FEMA 321*”; any and all applicable Recovery Policies or directives issued by FEMA, and any applicable Project Worksheet(s). The Contractor shall ensure that it complies with the most up to date version of the regulation or policy in effect at the time the Notice to Proceed is issued and that any amendments to such regulation or policy issued after the Notice to Proceed is issued are also followed. Contractor shall also ensure that all Subcontractors will comply with all applicable statutory and regulatory authority indicated herein.

PART 6: DEBRIS REMOVAL AND DISPOSAL

1. Eligible debris and other waste shall be taken from the ROW to the disposal site or to an approved reduction site (TDSR) as indicated by the EDR&D Plan. The Contractor shall not stockpile debris for pre-pick up in front of resident’s homes or property unless written

authorization has been obtained. Any damage in this situation shall be resolved by the Contractor regardless of agreements with homeowners.

The debris shall be loaded into trucks and taken to the Contractor designated disposal sites approved by LDEQ. Uncontaminated debris may be taken to a reduction site approved by LDEQ prior to transporting to the final disposal site.

2. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall comply with all applicable Federal, State, and local regulations and laws governing the same. All trucks and trailers shall have tarps and tailgates.
3. CY LOAD DEBRIS - Load tickets shall be filled out for tracking purposes of the removal of ALL debris and shall include the volume in cubic yards for each load being hauled to the landfill/reduction site (direct pay items); AND for processed debris hauled out of temporary sites to final disposal sites (non-direct items). Load tickets shall be noted as such. Load tickets shall document cubic yard volume measurements for eligible debris and shall be provided by the TDA. The load tickets will be five (5) parts, sequentially numbered and color-coded.

Each load ticket shall contain the following information:

- a. Ticket Number
- b. Date
- c. Contractors Name
- d. Subcontractor Name and Crew Identification
- e. Truck Number
- f. Point of Debris Collection, including Street Number and Street Name, and subdivision and/or cross street.
- g. Truck Capacity
- h. Loading Departure Time/Field TDA Inspector and signature
- i. Disposal Site Arrival Time/Dump TDA Inspector and signature
- j. Actual Debris Volume
- k. Truck Driver name and signature
- l. Debris Classification
- m. Disposal Site

The CY Load ticket is originated by the Loading Site TDA at the loading location and one copy is retained by that TDA. The remaining four (4) part ticket is given to the

vehicle operator prior to leaving the loading location. Upon arrival at the disposal site, the vehicle operator shall give the four (4) part ticket to the disposal site TDA. The disposal site TDA will verify the hauler and the equipment and determine each truck's actual volume of debris that is being hauled, after deducting void spaces. The actual volume of debris will then be calculated and recorded on the load tickets by the TDA to the nearest 1/10th cubic yard. The Contractor's representative (CR) will also sign the ticket once completed by the disposal site TDA. The disposal site TDA will retain the original white copy of the ticket and the vehicle operator or CR will be provided with the remaining ticket copies. The Contractor shall submit one copy of the load tickets with each invoice.

5. UNIT ITEM TICKETS – Unit Item tickets shall be filled out for tracking purposes of the removal of ALL debris and shall include all required fields of information including, but not limited to: debris item category, identifying number, location including GPS, crew name, number of units, date, time, TDA signature, and CR debris crew signature. Unit Item tickets shall be provided by and originated by the TDA. The Unit Item tickets will be multiple parts, sequentially numbered and color-coded; the TDA shall retain the original white copy of the ticket. Electronic Tickets meeting all above requirements can be used if approved in advance by TOAS.

PART 7: EQUIPMENT

1. All trucks and other equipment shall comply with all applicable Federal, State, and local rules and regulations. All trucks and other equipment shall be equipped with backup alarms. Any truck used to haul debris shall be covered with a tarp while hauling debris and shall be capable of rapidly dumping its load without the assistance of other equipment unless otherwise authorized by TOAS. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, rear, and both sides, and are constructed in a manner to withstand severe operating conditions.

The sideboards are to be constructed of two inches by six-inch (2" x 6") boards or greater and shall not extend more than two feet above the metal bedsides. Rear sideboards on tailgates should match the height of the sideboards on the sides of the truck. All extensions are subject to acceptance or rejection by the TDA. All trailers shall have a metal-framed exterior and a minimum of five-eight (5/8") inch plywood interior walls (not wafer board). All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for use as a tailgate. All trucks certified with short tailgates will have their capacity reduced appropriately. If a taller tailgate is installed subsequently, the truck will be recertified, and a new truck number assigned.

All hauling equipment shall be measured, marked, and certified for its load capacity by the TDA or the designated representative. The Contractor shall inspect all equipment prior to use and ensure all loads are covered prior to departing the site in accordance with all applicable Federal, State, and local regulations and laws governing same. All vehicles must have a fully charged fire extinguisher and all trailers, dump beds, and containers must have a tarp over the debris prior to receiving a load ticket. Debris must not exceed eighteen inches over the top of the bedsides or above height requirements for travel.

2. Trucks designated for use under this Contract shall be equipped with two signs (adhesive placards), one attached to each side. Magnetic signs are not permissible. The TDA shall provide these signs. Each truck or trailer shall be certified after being inspected and measured; and shall contain a placard that will be numbered with permanent marking and shall clearly display the vehicle's maximum load capacity. No capacity can exceed one hundred (100%) percent of the measured volume. The maximum allowable yardage that will be paid is ninety-five (95%) percent of the certified capacity, and yardage will only be paid in five (5%) percent increments thereafter. Hand loaded trucks will be paid at no more than 50% of the observed load capacity in accordance with FEMA regulations. Copies of the certification documents should be maintained in the vehicle at all times while working on this project.
3. Trucks or equipment, which is designated for use under this Contract, shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this Contract.
4. Equipment and trucks will not be allowed to park overnight on any streets within the town-maintained ROW.
5. The Contractor shall provide all labor, materials, and equipment necessary to fully plan, manage, operate, and maintain (including fuel, oil, grease, and repairs) all equipment required for this task order.
6. All loading and hauling equipment must comply with all applicable Federal, State, and local rules and regulations. All loading and hauling equipment shall have a placard with the Contractor's name and equipment identification number that is visually accessible and legible to the TDA.
7. All loading equipment shall have rubber tires, street tracks, and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris. Equipment used under this contract shall be sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber-tired equipment must be approved by the TDA.

PART 8: OTHER CONSIDERATIONS

1. The Contractor shall designate a CR at each location to supervise work in progress. The TDA will deal directly with the CR, for normal day-to-day administration of the Contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the TDA for the performance of all work under the Contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to the administration of this Contract and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and Daily Safety Plan, have the authority to determine for the Contractor when work is ready for government inspection, and make decisions for the

Contractor on additional performance of work, when necessary. The CR shall meet with managing TDA Staff once weekly in the TDA office or other designated location.

2. The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during operations. The Contractor shall return signs to pre-existing location and condition following completion of operations if damaged.
3. The Contractor will comply with the safety requirements contained in EM385-1-1, latest edition, Safety and Health Requirements Manual, OSHA, EPA, and other Federal and State Laws that address a safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this Contract.
4. Compliance with the provisions of this Contract by Subcontractors will be the responsibility of the Contractor. All terms and clauses in this Contract flow down to Subcontracts.
5. The Contractor must be duly licensed to perform the work in the State of Louisiana per statutory requirements and will obtain all applicable Louisiana insurance coverage including Louisiana Workers Compensation Coverage. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the Contract. Copies of all permits shall be submitted to the TDA prior to commencement of work. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of the Contract. Corrections for any such violations shall be at no additional cost to TOAS. The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area.

PART 9: SPECIAL CONSIDERATIONS

1. The Contractor shall secure the work area to provide a safe work site. The Contractor shall exercise due care to minimize any damage to trees, shrubs, landscaping, and general property. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner. Any damage to private or public property shall be repaired at the Contractor's expense. The debris work area shall be left clean and clear of debris as reasonable and practical under the conditions of this Contract.
2. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent ROWs, including all landscaped areas. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to TOAS or any other party not at fault for such damage. All equipment shall be approved by the TDA prior to use. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor.
3. Before beginning any work, the Contractor shall visually survey the ROW site to identify any problem areas. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced, as a

non-reimbursable expense. The Contractor shall coordinate the work of this section with all other work. The TDA shall review all repairs or replacements made.

4. The Contractor shall plan the work to minimize the impact on the neighborhood. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities.
5. TOAS, FEMA, LDEQ, OSHA, and other regulatory agencies reserve the right to inspect the site, verify quantities, and review operations at any time.

PART 10: DEMOBILIZATION

1. POST DEBRIS PICK UP CLEANUP

The Contractor shall remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of debris removal. The area shall be restored to as near pre-existing conditions as possible. Restoration to original ROW contours will generally not be required unless specifically directed by the TDA. However, all restored areas shall be smoothly and evenly dressed.

2. Upon termination or completion of this Contract, the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any Subcontractor, agent, or employee. Any property not removed shall be deemed abandoned by TOAS and any cost incurred by TOAS in disposal of same shall be withheld from any final payment due.

END OF SECTION.

FEMA REQUIRED CONTRACT CLAUSES

- (1) The Contractor agrees to comply with all Federal, State, and Town requirements and regulations pertaining to reporting on projects receiving Federal, State, or Town funding. Contracts funded with Federal, or State monies may have additional requirements and regulations pertaining to reporting which may not be described herein.
- (2) The Contractor agrees to comply with requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to patent rights.
- (3) The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data. For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to copyrights and rights in data.
- (4) The Contractor agrees to grant access by the Town, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (5) The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.
- (6) The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts in excess of \$100,000). These regulations and Acts are herein incorporated by reference in this Contract.
- (7) The Contractor agrees to comply with 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These acts and regulations are herein incorporated by reference in this Contract.
- (8) The Contractor agrees that it will ensure that any of its agents, Contractors or subcontractors will also comply with the above requirements and that any contract entered into by Contractor in furtherance and/or performance of Contractor's agreement with the Town will contain the above-required clauses.

***** END OF SECTION *****

ATTACHMENT "I"

**ACKNOWLEDGEMENTS REGARDING
FEDERAL ASSISTANCE WITH DEBRIS REMOVAL**

The Contractor acknowledges that any activation under this Contract may be declared for federal assistance and acknowledges the following:

**COMPLIANCE WITH FEDERAL LAW,
REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**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 contract."

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

BYRD ANTI-LOBBYING CERTIFICATION

31 U.S.C. 1352

For Contracts of \$100,000 or more, including amendments, the undersigned Prime Contractor's Authorized Official or Principal certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federally funded 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 Federally funded contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)] A copy of Standard Form LLL is available from Town of Abita Springs.

(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 (subcontractors) shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction or contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction or contract imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. §

(Byrd Anti-Lobbying Continued)

1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Prime Contractor's Authorized Official or Principal also agrees that the requirements of the Byrd Anti-Lobbying Act, and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned Prime Contractor's Authorized Official or Principal certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Prime Contractor's Authorized Official or Principal understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification, Contract and disclosure, if any.

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

**SUSPENSION AND DEBARMENT
CERTIFICATION BY CONTRACTOR**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) 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 into.**
- (3) This certification is a material representation of fact relied upon by Town of Abita Springs. 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 Town of Abita Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. **The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).**

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT "J"

Disadvantaged Business Enterprises, Women-Owned
& Labor Surplus Area Firms (DBEWOLS) Compliance

INSTRUCTIONS

The Proposing Firm is required to take the affirmative steps listed in 2 CFR 200.321 (1-5). In addition, the following documentation is required to be submitted with the response to this RFP in order for consideration to be given for DBEWOLS Participation.

1. DBEWOLS Commitment Agreement Form (See sample) - use when a DBE firm is to be used (Also complete this form if the PROPOSER is a DBE Firm).
2. Copies of Emails to DBE firms seeking their participation in the Project
3. All Proposers must complete the "Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms {DEBWOLS} Disclosure Statement and Commitment Agreement Form

DBE Participation Scoring

- | | |
|-------|---|
| 5 pts | Proposing firm is a DBEWOLS firm, or Provides one or more " <i>Commitment Agreement Form(s)</i> " completed by a registered DBEWOLS Firm" |
| 3 pts | Proposing firm provides copies of emails evidencing the solicitation of registered DBEWOLS Firms for the project. |
| 0 pts | Proposing firm is NOT a registered DBEWOLS firm and did NOT solicit registered DBEWOLS firms for the project. |

NOTE: Attachment J Form "*Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms (DEBWOLS) Disclosure Statement and Commitment Agreement Form*" MUST BE SUBMITTED WITH THE PROPOSAL.

Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms
(DEBWOLS) Disclosure Statement and Commitment Agreement Form

Disclosure Statement (to be completed & submitted by all Proposers)

<p>___ Check here if Proposing Firm is NOT a registered Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firm.</p>
<p>___ Check here if Proposing Firm IS a registered Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firm.</p>

Commitment Agreement Form (complete as applicable)

This commitment is subject to the award and receipt of a signed contract between
(Prime Contractor Name) _____ and
Town of Abita Springs.

Project	Name:		
RFP No.			
Type of Firm	DBE	Women-Owned	Labor Surplus Area
Firm Name			
Address			
City, State, Zip			
Phone	()
Contact Person			
Email			
Contact Signature			

The above-named DBE, Women-Owned or Labor Surplus Area firm has agreed to perform services for
(Prime Contractor Name} _____ in the event it is awarded the Contract for the
Project and RFP referenced above: The services to be provided may include, but are not limited to:

ATTACHMENT "K"

