REQUEST FOR PROPOSALS

Demolition and Landfill Oversight

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

RFP No: 2012-01-3501
Proposal Due Date/Time: October 4, 2011/3:00 p.m. CST

Issue Date: September 3, 2011

REQUEST FOR PROPOSALS

"Demolition and Landfill Oversight"
Louisiana Department of Environmental Quality

TABLE OF CONTENTS

Page

PART I. ADMINISTRATIVE INFORMATION 1
1.1 Request for Proposals (RFP) 1
1.2 Contract Term and Compensation 1
1.3 Proposal Preparation 2
1.4 Questions and Answers 2
1.5 Submission of Proposals 2
1.6 Changes, Addendum, or Withdrawal of Proposals 3
1.7 RFP Schedule Summary 3
1.8 Definitions 3

PART II. GENERAL INFORMATION 4
2.1 "Foreign" Corporations Contracting with the State of Louisiana 4
2.2 Disclosure of Ownership Affidavit 4
2.3 Code of Ethics for State Employees 4
2.4 Insurance Requirements 4
2.5 Proposal Costs 4

PART III. PROPOSAL PREPARATION INSTRUCTIONS 5
3.1 Proposal Content 5
3.2 Elements for Technical Proposal (Volume I) 5
3.2.1 Proposal Cover Sheet 5
3.2.2 Table of Contents 5
3.2.3 Scope of Services 5
3.2.4 Personnel Qualifications and Experience 7
3.2.5 Company Qualifications and Experience 7
3.2.6 Subcontractors 8
3.2.7 Price Proposal (Schedule of Prices) 8
3.3 Elements for Financial Information (Volume II) 8
3.4 Proposal Format 9
3.5 Use and Disclosure of Confidential Information 9

PART IV. PROPOSAL EVALUATION AND SELECTION 10
4.1 Evaluation Process 10
4.2 Evaluation Criteria 10
4.3 Price Evaluation Calculation 11
4.4 Clarifications and Oral Presentations 11
4.5 Determination of Responsibility 12
4.6 Contract Award and Debriefings 13
4.7 Protest of the Solicitation or Award 13

Appendices to this RFP:

Appendix A ..... Proposal Cover Sheet
Appendix B ..... Experience Table
Appendix C ..... Sample Contract

Attachments to this RFP:

Attachment 1 ..... Statement of Work
Enclosure A - RACM Structure Abatement Inspection Checklist
Enclosure B - RACM Slab Abatement Inspection Checklist
Enclosure C - RACM Structure Demolition Inspection Checklist
Enclosure D - Construction & Demolition (C/D) Inspection Checklist
Enclosure E - Statement of Inspection of Concrete Slabs and/or Flatwork for Re-use or Recycling
Enclosure F- Statement of Inspection of Concrete Slabs and/or Flatwork Partial Approval for Re-use or Recycling
Enclosure G - Slab / Flatwork Demolition Inspection Checklist
Enclosure H - Field Interview Form and Instructions
Enclosure I - Hurricane Debris Site and Construction Demolition Site Assessment and Closure Checklist
Enclosure J - ICS 214 Form
Attachment 2 ..... Schedule of Prices Form

REQUEST FOR PROPOSALS

"Demolition and Landfill Oversight"
Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals (RFP)

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department", requires the services of a well-qualified contractor to provide assistance in conducting regulatory oversight of demolitions and the handling and disposal of the resultant debris to ensure asbestos, Household Hazardous Waste (HHW), and other hazardous wastes from the demolitions are handled and disposed of properly to ensure compliance with applicable environmental laws and regulations. The goals are to assist the Louisiana Department of Environmental Quality (LDEQ) in fulfilling its legal responsibility, and authority by EPA delegation, for the enforcement of asbestos regulations regarding demolitions (National Emission Standards for Hazardous Air Pollutants (NESHAP, Clean Air Act)), and other state air regulations regarding demolitions, and solid waste disposal by statute (Louisiana R.S. 30:2011).
The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately November 1, 2011, and ending approximately October 31, 2012, with the option to renew annually up to 2 additional years (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract cost based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. The Department reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in Attachment 2, Schedule of Prices. This contract and any amendments require the approval of the Division of Administration, Office of Contractual Review.

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, or employees are, or will be, a party to this RFP or any resulting contract.
Funding for this contract is made available by the Federal Emergency Management Agency (FEMA) (PW # 17571) and the Louisiana Land Trust (LLT) through a Cooperative Endeavour Agreement.

1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Department's Financial Services Division no later than 3:00 p.m. local time on or before September 19, 2011. Do not contact other Department program personnel with questions regarding this RFP.**

Questions may be mailed to:

Helen Hebert
Financial Services Division
Louisiana Department of Environmental Quality
P. O. Box 4303
Baton Rouge, LA 70821-4303

or submitted by e-mail to: helen.hebert@la.gov

Questions will also be accepted by FAX at (225) 219-3823.

Responses to these questions can be accessed by going to www.deq.louisiana.gov/RFP. Additionally, Questions and Answers will also be posted to LaPAC as an addendum to the RFP. It is the responsibility of potential proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should be submitted to the Louisiana Department of Environmental Quality (LDEQ), Financial Services Division, **no later than 3:00 p.m. local time on or before October 4, 2011. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Sharon Schexnayder, Financial Services Division
Louisiana Department of Environmental Quality
602 N. Fifth Street, Galvez Bldg.
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the Department's headquarters building. Therefore, proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. The Department will not acknowledge by mail or telephone timely receipt of proposals.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by the Department prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to the Department.

1.7 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in the Department's RFP process; however, the Department reserves the right to deviate from this schedule.

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	9/3/11	
Deadline for the Department receipt of written questions from prospective proposers	9/19/11	3:00 p.m.
Proposal due date and time	10/4/11	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately 10/27/11	
Estimated initiation of the contract period	Approximately 11/27/11	

1.8 Definitions

Shall, Will, Must: Denote a mandatory requirement

Should, Can, May: Denote a preference, not a mandatory requirement

PART II. GENERAL INFORMATION

2.1 "Foreign" Corporations Contracting with the State of Louisiana

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 8585 Archives Ave., Baton Rouge, Louisiana, 70809, (225) 925-4704. The Certificate of Authority must be provided prior to contracting with the Department.

2.2 Disclosure of Ownership Affidavit

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. The Disclosure of Ownership Affidavit must be provided prior to contracting with the Department.

2.3 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25).

2.4 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 27). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by the Department before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or must furnish separate certificates for each subcontractor before work begins.

2.5 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of the Department and will not be returned.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of the Department's requirements. Each proposer is solely responsible for the accuracy and completeness of his proposal.

3.2 Elements for Technical Proposal (Volume I)

Each proposer should address the elements described by this section in his Technical Proposal in the order listed.

3.2.1 Proposal Cover Sheet

Each proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

Each proposer should include a paginated Table of Contents to facilitate locating proposal information.

3.2.3 Scope of Services

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in Attachment 1, Statement of Work (SOW). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable.

Each proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

The proposer should describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with the Department. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

(b) Project organization

The proposer should provide the following information

Provide a project-specific organizational chart identifying the **proposer's key personnel *and key subcontractor personnel*** proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the Department, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

The proposer should describe the proposed approach to project management. Project management shall include, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and the Department, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

The proposer should describe the proposed approach to the performance of the technical tasks described in Attachment 1, (SOW). The proposer should include a description of deliverables to be received by the Department as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

The Department anticipates the need for the following Contractor or subcontractor personnel, with relevant experience in conducting regulatory oversight. Education and experience requirements should include, but are not limited to those specified in Attachment 1, Statement of Work, Section 5.0 Minimum Qualifications of the Contractor's Personnel. The Department will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

The proposer should describe the qualifications and experience of **all key personnel** designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. The proposer should include résumés (**key personnel only**) showing each assigned individual's education, registrations, accomplishments, and experience.

3.2.5 Company Qualifications and Experience

The proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include conducting regulatory oversight. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years from the proposal submittal date. Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Appendix B, Experience Table. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

(1) the name and address of the client (sponsoring agency or company);

(2) the name, telephone number, and email address of the client's contact person;

(3) the project title and contract number;

(4) the starting and ending dates of the project (contract term);

(5) the total dollar amount of the project; and

(6) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because the Department will contact a representative sample of the listed clients as references during the evaluation process, proposers should verify that all client contact information and telephone numbers are current.

3.2.6 Subcontractors

All subcontractors used by the Contractor for this project should be identified on Appendix A, Proposal Cover Sheet. The proposer should provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

3.2.7 Price Proposal (Schedule of Prices)

Each proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "$0" must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the Department. The Department will review the information and if necessary will issue any correction as an amendment to the solicitation.

Only Attachment 2, Schedule of Prices will be considered in evaluating the price proposal. The proposer is advised to not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

3.3 Elements for Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.5), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements audited by an independent CPA for the past 3 years. This includes:
    - Notes to the Financial Statements, and
    - The CPA's Audited Report for each year
- Letter of intent to obtain a Letter of Credit
- Letter of intent to obtain a 100% Performance Bond

If a performance bond is required, the successful proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful

performance under the terms and conditions of the contract negotiated between the successful proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The selected contractor may be required to provide additional information as requested by the Department.

3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., the Department records obtained in response to this RFP shall be available to the public. If a proposer wishes to secure nondisclosure of information contained in his proposal, the proposer must submit a written request to the Secretary of the Department in accordance with LAC 33:I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

A Selection Committee composed of the Department technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by the Department and shall not be evaluated by the Selection Committee:

(1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and

(2) a Schedule of Prices (Part III, Section 3.2.7).

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the Department may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The responsible and qualified proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the Department Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the Department or his designee and the Division of Administration, Office of Contractual Review. The Secretary of the Department or his designee is the only individual who can legally commit the Department to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Division of Administration, Office of Contractual Review.

4.2 Evaluation Criteria

All proposals will be evaluated according to the following weighted criteria:

(1) 20% Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).

(2) 30% Qualifications and relevant experience of the proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).

(3) 20% Qualifications and relevant experience of the proposer in conducting regulatory oversight (Part III, Sections 3.2.5 and 3.2.6).

(4) 30% Price (Part III, Section 3.2.7).

4.3 Price Evaluation Calculation

A Financial Model will be used by the Department for price evaluation purposes. To compare proposers' unit prices, and to place emphasis on rate(s) where necessary, the Department will calculate a "total evaluation price" for each proposal by applying a weighting factor to the proposer's unit rates in each category. The weighting factors are listed in Table 2 below. These numbers will be used for evaluation purposes only and represent the relative proportions of work anticipated by the Department to be performed by the various labor categories. They are not intended to specify the level of effort to be provided by the Contractor, nor will the total evaluation price be in any way related to the contract award amount. A "total evaluation price" for each proposal will be calculated as the sum of the line totals in Table 2.

Mileage costs are not included in the Financial Model, as this item will be reimbursed according to the State Travel Regulations.

Table 2. Financial Model (To Be Completed by the Department)

Item	Unit	Evaluation Weighting Factor	Proposer Rate	Line Total
Post-Award Conference	Lump Sum	1		
Project Manager	Hour	25		
Inspector Supervisor	Hour	100		
Inspector	Hour	500		
			Total Evaluation Price	

The proposal with the lowest total price from Attachment 2, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

$$30 \times \frac{\text{Total Evaluation Price of lowest proposal}}{\text{Total Evaluation Price of proposal being rated}} = \text{Proposal price points}$$

4.4 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing the Department's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all proposers may be requested to make oral presentations of their proposals to enhance the Department's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These proposers will be notified by the Department's Financial Services Division on or before October 17, 2011. Presentations will be made by the selected proposers on October 18, 2011, at a time assigned by the Department.

In the event oral presentations are requested, proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

4.5 Determination of Responsibility

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The Department is prohibited from awarding any contract for consulting services for $50,000 or more to any person or firm unless the Department has first determined that such person or firm is responsible according to the standards described in this section. The Department must find that the selected proposer:

(1) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
   (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The Department reserves the right to request additional information to satisfy financial status review requirements.

(2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and

(3) is able to comply with the proposed or required time of delivery or performance schedule; and

(4) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and

(5) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the Department to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

4.6 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the Department estimates that the contract will be awarded by approximately October 27, 2011, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of the Department's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at sharon.schexnayder@la.gov.

4.7 Protest of the Solicitation or Award

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

APPENDIX A
PROPOSAL COVER SHEET

Project Title: "Demolition and Landfill Oversight"

Proposer: Company Name:_____

Company Address: _____

Proposer's Contact Person:

Name:_____ Title: _____

Address:_____

Email Address: _____

Telephone No. (_____) _____ FAX No. (_____) _____

Subcontractors (add lines as necessary):

Name	Written commitment attached (Y/N)
_____	_____
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from the proposal due date.

2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.

3. I will be ready and able to begin work within fifteen (15) days after contract award.

4. I accept the mandatory Department of Environmental Quality contract provisions (Appendix C).

5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

6. Proposer certifies, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

_____ _____

Signature Date

APPENDIX B
EXPERIENCE TABLE

"Demolition and Landfill Oversight" RFP
(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person, Telephone Number and email address	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

APPENDIX C
SAMPLE CONTRACT

CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2011, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contractor Address, Tax ID No. _____ hereinafter referred to as the "Contractor".

The Department has the legal responsibility, and authority by United States Environmental Protection Agency (USEPA) delegation, for the enforcement of asbestos regulation regarding demolitions National Emission Standards for Hazardous Air Pollutants (NESHAP, Clean Air Act), and other state air regulations regarding demolitions, and solid waste disposal by statute (Louisiana R.S. 30:30:2011); and

Funding for this contract is made available by the Federal Emergency Management Agency (FEMA) and Community Development Block Grants (CDBG) provided from the Louisiana Land Trust (LLT); and

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Demolition and Landfill Oversight"** with the Contract Financial Management System (CFMS) Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this CFMS Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from November 1, 2011 through October 31, 2012. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of Contractual Review and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of $0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of Contractual Review. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon completion and approval of hours worked and travel expenses incurred, as determined by the Project Manager.

The unit rates for Lines 1 – 4 in Attachment 2, Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.) all indirect costs (fringe, overhead, general and administrative costs) travel expenses associated with each line and profit.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.
http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 9.0 Measurement and Payment in the steps listed below:

(1) The Contractor should submit an original and one (1) copy of an invoice monthly for work performed during the preceding month, within ten (10) working days of the end of that month. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

Each invoice must include:

(a) the CFMS number;

(b) the name and address of the Contractor;

(c) an itemized list of the work completed during the billing period;

(d) the total amount requested;

(e) the balance remaining in the contract; and

(f) supporting documentation for Project Manager hours billed (timesheets) and travel expenses (mileage logs).

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Environmental Compliance/Inspection Division.

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature, FEMA and CDBG provided from the LLT. If the legislature, FEMA and LLT fail to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

11. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment of transfer shall be furnished promptly to the Department.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

13. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

17. ANTIDISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

18. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

19. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

21. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

22. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2., the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company official certifies that there is no conflict or violation of the Louisiana Code of Ethics.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

27. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. Minimum Scope and Limits of Insurance

(1) **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

b. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

(a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

(b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

(d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. <u>Acceptability of Insurers</u>

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or**

higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

e. Verification of Coverage

Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: Contract/CFMS # _____

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. Renewal of Insurance

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not

otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

h. Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

i. Disclaimer

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

28. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

29. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

30. SUBCONTRACTORS

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

31. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of Contractual Review. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES: **DEPARTMENT OF ENVIRONMENTAL QUALITY:**

_____ _____

Vince Sagnibene
Undersecretary
Office of Management and Finance

_____ _____

Cheryl Sonnier Nolan
Assistant Secretary
Office of Environmental Compliance

WITNESSES: **CONTRACTOR:**

_____ _____

Company Name

ATTACHMENT 1
STATEMENT OF WORK
"Demolition and Landfill Oversight"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department" is responsible for the enforcement of asbestos regulations regarding demolitions (National Emission Standards for Hazardous Air Pollutants (NESHAP, Clean Air Act)), and other state air regulations regarding demolitions, and solid waste disposal by statute (Louisiana R.S. 30.2011).

This project shall require contractor services for assistance in conducting regulatory oversight of demolitions and the handling and disposal of the resultant debris to ensure asbestos, Household Hazardous Waste (HHW), and other hazardous wastes from the demolitions are handled and disposed of properly to ensure compliance with applicable environmental laws and regulations.

1.1 Goals and Objectives

The goal of this project is to protect human health and the environment through enforcement of environmental laws and regulations regarding demolitions and debris handling and disposal.

The objective of this contract is to provide regulatory oversight of the asbestos abatement, demolition, and resultant debris disposal of approximately 1,200 properties. However, the number could range from 800 to 1,600, and the State does not guarantee a minimum number. Most properties are residential; however some commercial properties will be included.

2.0 BACKGROUND INFORMATION

After Hurricanes Katrina and Rita, it was estimated that over 40,000 houses would require demolition due to damage caused by the storms. Regulatory oversight of these demolitions is necessary to ensure asbestos, HHW, and other hazardous wastes from the demolitions are handled and disposed of properly.

The Department normally conducts about 400 asbestos demolition / renovation inspections per year and inspects each landfill once per year. The highest priority inspections are for demolitions of structures designated as Regulated Asbestos Containing Material (RACM).

The demolition of RACM structures began in March, 2006. Initially, the Department's Surveillance (Inspection) Division conducted all demolition inspections. By October 20, 2006 Department personnel had conducted inspections of 1,165 RACM demolitions. Inspectors were also conducting daily oversight inspections of the landfills receiving the debris.

To address the dramatically increased responsibilities, in September 2006 the department submitted an Action Request (IAA-055) to FEMA for inspectors to assist the Department with oversight of demolitions and the resultant debris disposal. FEMA accepted the Action Request and then tasked the EPA with providing these inspectors by an Interagency Agreement Task Order on 09/28/06 (IAA-EPA-01-T004).

The additional EPA contract inspectors allowed most of the Department's inspectors to return to their normal duties and expanded oversight capabilities to meet the increasing number of demolitions. From October 21, 2006 until August 28, 2008, the EPA Contract inspectors conducted 8,733 demolition inspections and 1,915 landfill inspections for a total of 10,648 inspections.

FEMA authorized funding (PW No. 177571) for the Department to replace the EPA contract inspectors. The Department secured contract inspectors through a competitive request for proposals process (RFP No. 3100-08-01) and a contract (Contract No. 669726) and transitioned to contract inspectors beginning in September 2008.

In April 2009, the Louisiana Land Trust (LLT) began conducting demolitions of houses and slabs from the Road Home Program. The Road Home Program is funded by a Community Development Block Grant (CDBG) obtained from the U.S. Department of Housing and Urban Development (HUD). The LLT projected that about 4,000 to 5,000 houses and about 3,500 slabs would be demolished under this program. The LLT also agreed to manage the demolition of about 2,500 slabs in St. Bernard Parish also funded by HUD. The LLT has a Cooperative Endeavour Agreement with the Department to provide funding for the regulatory oversight of asbestos abatement activities and demolitions managed by LLT.

As of July 9, 2011, the Department contract inspectors have conducted over 36,000 inspections of asbestos abatement activities, demolitions, and landfills or debris sites.

3.0 CONTRACTOR TASKS

Services provided by the Contractor shall include the following tasks:

The Contractor shall evaluate demolition and debris handling and disposal activities for compliance asbestos regulations regarding demolitions (National Emission Standards for Hazardous Air Pollutants (NESHAP, Clean Air Act)), other state air regulations regarding demolitions, and solid waste disposal by statute (Louisiana R.S. 30.2011).

Each asbestos abatement activity that is assessed shall be documented with either Enclosure A, Regulated Asbestos Containing Material (RACM) Structure Abatement Inspection Checklist or Enclosure B, RACM Slab Abatement Inspection Checklist.

Each structural demolition that is assessed shall be documented using either Enclosure C, RACM Structure Demolition Inspection Checklist or Enclosure D, Construction & Demolition (C/D) Inspection Checklist .

Prior to the demolition of concrete slabs and/or flatwork, the concrete will be inspected to determine if it can be re-used or recycled and the inspection will be documented using the appropriate approval form, Enclosure E, Statement of Inspection of Concrete Slabs and /or Flatwork for Re-use or Recycling or Enclosure F, Statement of Inspection of Concrete Slabs and/or Flatwork Partial Approval for Re-use or Recycling. Slab and/or flatwork demolition assessments will be documented with Enclosure G, Slab/Flatwork Demolition Inspection Checklist.

The Contractor will document any areas of concern with digital photographs when appropriate. After consultation with the Department's Project Manager, the Contractor will provide written documentation of the areas of concern on Enclosure H, Field Interview Form.

The Contractor shall evaluate the handling and disposal of demolition debris in landfills for compliance with each landfill's Department Permit and/or Interim Operational Plan. Landfill assessments shall be documented using Enclosure I, Hurricane Debris Site and Construction Demolition Site Assessment and Closure Checklist. The Contractor shall document any areas of concern with digital photographs when appropriate. After consultation with the Department's Project Manager, the Contractor will provide written documentation of the areas of concern on Enclosure H, Field Interview Form.

All documentation shall be forwarded to the Department's Project Manager or his designee. Enclosure J, ICS 214 forms and mileage logs (no Department template provided) shall be required during this project to enable the State to verify time and mileage by the Inspectors and Inspector Supervisor. The mileage logs must contain the following information: License Plate number of vehicle, Driver, Beginning Odometer (for month), Date, Ending Odometer (by Date), Mileage (by Date), Parish(s) (by Date), and purpose (Landfill Oversight, Demolition Oversight, and/or Meetings).

3.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5th Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department reserves the right to waive the requirement for a commencement conference.

3.2 Training

Each of the Contractor's inspectors and inspector supervisors, as determined necessary, shall attend training prior to performing oversight activities. The training will be presented by the Department's staff members at the Southeast Regional Office in Harahan, LA and typically lasts 10 hours. Such training is considered by the Department as 'on-the-job' training, and is thus compensated according to the rates in Attachment 2, Schedule of Prices. The Department

reserves the right to waive the training for previously trained personnel as determined necessary. All new staff or staff substitutions shall be required to attend the training throughout the term of the contract as directed by the Department.

3.3 Project Oversight and Monitoring

During the term of the contract the Contractor shall:

(1) Attend training as determined necessary by the Department;

(2) act as the Department's on-site representative;

(3) evaluate asbestos abatement and demolition activities, according to Statement Of Work (SOW) Enclosures A, B, C, D, E, F, G, H, & J;

(4) evaluate the handling and disposal of demolition debris, according to SOW Enclosures I, J, & H; and

(5) document any areas of concern on Enclosure H, the Field Interview Form after consultation with the Department's Project Manager, and forward the FIF to the Department's Project Manager.

All documentation submitted to the Department will specify the source of the funding (FEMA or LLT) and, for LLT, the project (Road Home or St. Bernard Slabs) for the monitored activity.

3.4 Identification of Landfills / Debris Sites

Landfills that will be monitored (1 - 2 / month) by the Contractor include but are not limited to:

Paris Road Landfill (URG-TDSRS#1)
Paris Road
Chalmette, LA (St. Bernard Parish)

3.5 Assumptions and Estimates Intended as Guidance

The following information is to be used as guidance only and does not reflect a firm outline of the project. This guidance is included in the SOW to be used as an approach anticipated by the Department. The Contractor shall be responsible for providing and assigning staff members as necessary as well as traveling necessary mileage to complete all tasks as specified by the Department and as specified during daily schedule overview meetings. The estimated numbers below were developed during RFP development and will change prior to award of the contract, as well as during the term of the contract as the project progresses.

Table 1. Assumptions and Estimates

Parish	Estimated No. Demos	Estimated Demos/Day	Average Daily Personnel	Estimated Daily Mileage (per inspector)	Comments
St. Bernard LLT (concrete slabs and flatwork)	600	10	2 inspectors*	60	*One inspector conducts both demolition & landfill assessments
Orleans LLT (structures)	200	3	1 inspectors	40	
Orleans FEMA (structures)	400	3	1 inspectors	40	
Plaquemines, Jefferson, St. Tammany LLT(structures)	24	1	1 inspector	175	

4.0 PROJECT SCHEDULE

The Department's Project Manager or designee will provide the schedule for each day's activities to the oversight Contractor during the daily meeting held each morning at 8:00 am. at the Southeast Regional Office, 201 Evans Road, Bldg. 4, Suite 420, New Orleans, LA. The Inspector Supervisor and demolition Inspectors are required to attend this meeting. The daily meeting will be held on all days that there is demolition activity (typically Monday thru Saturday). The Department's Project Manager will attempt to alert the Inspector Supervisor by cell phone of any last minute scheduling arrangements as necessary.

5.0 MINUMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide an adequate number of qualified personnel to accomplish the required tasks.

(1) The Project Manager should have a minimum of three years project management experience in oversight and monitoring.

(2) The Inspector Supervisor should have a minimum of three years of supervisory experience, preferably in the supervision of inspectors and have a working knowledge of asbestos regulations (LESHAP/NESHAP). The Inspector Supervisor shall be available during all project activities and shall have the authority to act on behalf of the Contractor.

The Contractor shall also name a back-up Inspector Supervisor at such times as the primary Inspector Supervisor is unavailable due to illness or other situations accepted by the Department as being beyond the control of the Contractor. The back-up Inspector

Supervisor should all have a working knowledge of asbestos regulations (LESHAP/NESHAP), and shall be thoroughly briefed by the primary Inspector Supervisor before taking over his responsibilities at the site.

(3) Inspectors should have two years experience conducting general inspections and a working knowledge of asbestos regulations (LESHAP/NESHAP). **At least two of the inspectors shall be accredited asbestos inspectors.**

Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual's customary rate.

Table 2. Labor Categories

Labor Category Description	Responsibilities
Project Manager	Management of the project, administration of the contract and other tasks as assigned and described in 6.0 below, as applicable.
Inspector Supervisor	Provide oversight of both demolition and landfill Inspectors and serve as the primary point of contact for the Department's Project Manager. The Inspector Supervisor will be responsible for maintaining the Asbestos Assessment Databases. Note: the Department will approve only one person at a time at the Supervisor rate. When both the Inspector Supervisor and the back-up Inspector Supervisor are on the job (during a transition or otherwise) the back-up will be paid at the "Inspector" rate.
Inspector*	Act as the Department's on-site representative to evaluate demolition activities and disposal of demolition debris for compliance with laws and regulations.

*Note: For purposes of this RFP, inspectors shall be considered both demolition monitors and debris site / landfill monitors.

6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management shall include, but shall not be limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

(1) supervision of the Contractor's personnel;

(2) contract administration:

- (a) invoicing;
- (b) changes to the contract;
- (c) resolving disputes between the Contractor and the Department; and
- (d) compliance by the Contractor with all contract clauses and conditions;

(3) scheduling meetings and training sessions;

(4) record-keeping; and

(5) preparation and submission of submittals and deliverables.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal to represent the Contractor's organization and to manage the project. The Department shall reserve the right to approve the person assigned as Project Manager.

The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department's Project Manager informed of the project status through written monthly progress reports and informal communication.

6.1 Deliverables

The deliverables listed in Table 3 shall be prepared by the Contractor and submitted as outlined below. Deliverables and submittals shall be corrected by the Contractor as necessary as directed by the Department's Project Manager.

The Contractor shall separate deliverables and submittals by funding source and project, and shall indicate "FEMA", or "LLT Road Home", or "LLT St. Bernard Slabs" on deliverables and submittals as appropriate.

Table 3. Summary of Deliverables

Submittal (Enclosures)	Required For	Submitted To	Distribution to Others?	# Copies Required	Special Considerations
RACM Structure Abatement Report (Enc: A, J, H and photos in template when used.)	Structures with Regulated Asbestos Containing Materials that are abated	The Department's Project Manager by the end of the following work day.	N/A	Original and one digital copy (scanned)	One report per RACM structure abatement site. Enclosures A, J, H shall be signed by Inspector and reviewed by Inspector Supervisor
RACM Slab Abatement Report (Enc: B, J, H, and photos in template when used.)	Slabs and/or flatwork with Regulated Asbestos Containing Materials that are abated	The Department's Project Manager by the end of the following work day.	N/A	Original and one digital copy (scanned)	One report per RACM slab abatement site. Enclosures B, J, H shall be signed by Inspector and reviewed by Inspector Supervisor
RACM Demolition Assessment Report (Enc: C, J, H and photos in template when used.)	Structures with Regulated Asbestos Containing Materials that are demolished without abatement	The Department's Project Manager by the end of the following work day.	N/A	Original and one digital copy (scanned)	One report per RACM demolition site. Enclosures C, J, H shall be signed by Inspector and reviewed by Inspector Supervisor
C&D Demolition Assessment Report (Enc: D, J, H and photos in template when used)	Structure Demolition when no RACM is present or the structure is not regulated under LESHAP	The Department's Project Manager by the end of the following work day.	N/A	Original and one digital copy (scanned)	One report per C&D demolition site. Enclosures D, J, H shall be signed by Inspector and reviewed by Inspector Supervisor
Concrete Re-use or Recycling Approval Form (Enc: E or F)	All concrete slabs and/or flatwork that is to be re-used or recycled	The Department's Project Manager by the end of the following work day.	One copy to LLT or FEMA monitor for property folder	Original and one digital copy (scanned)	Enclosures E or F shall be signed by Inspector

Submittal (Enclosures)	**Required For**	**Submitted To**	**Distribution to Others?**	**# Copies Required**	**Special Considerations**
Slab-Flatwork Demolition Assessment Report (Enc: G, J, H and photos in template when used)	All concrete slabs and/or flatwork that is demolished	The Department's Project Manager by the end of the following work day.	N/A	Original and one digital copy (scanned)	One report per C&D demolition site. Enclosures G, J, H shall be signed by Inspector and reviewed by Inspector Supervisor
Debris Site and C&D Site Assessment Report (Enc: I, J, H, and photos in template when used)	Any oversight activity at debris sites or C&D Landfills	The Department's Project Manager by the end of first day of the following work week.	N/A	Original and one digital copy (scanned)	One – two reports per landfill per month. Enclosures I, J, H shall be signed by Inspector and reviewed by Inspector Supervisor
Enclosure H, Field Interview Form (FIF)	**Shall be completed only after prior consultation with the Department's Project Manager or Designee.** Photo(s) (in photo template) shall accompany FIF as appropriate.	The Department's Project Manager by the end of the following work day.	The yellow copy shall be given to the Demolition Supervisor or the landfill operator	Original and one digital copy (scanned)	Shall be signed by Inspector and reviewed by the Inspector Supervisor and the Department's Project Manager or Designee.
A CD with electronic (scanned) copies of all demolition and landfill reports	The Department's tracking of demolition and landfill assessments	The Department's Project Manager the first week of the following month.	N/A	One copy	
Database for FEMA funded Assessments	The Department's tracking of asbestos abatements demolitions and landfill assessments	E-mailed to the Department's Project Manager on Monday of the following work week.		One copy	

Submittal (Enclosures)	Required For	Submitted To	Distribution to Others?	# Copies Required	Special Considerations
Database for LLT funded Assessments	The Department's tracking of asbestos abatements and demolitions	E-mailed to the Project Manager on Monday of the following work week.		One copy	
Summary of Oversight Activities	The Department's tracking of demolition and landfill assessments	E-mailed to the Department's Project Manager on Monday of the following work week.		One copy	
Enclosure J, ICS 214 Form	One form per day for each Inspector and for the Inspector Supervisor.	The Department's Project Manager by the end of the following work day.		Original and plus one copy in each report	Signed by Inspector
Mileage Log	Each vehicle (daily log, compiled by invoice period).	With invoice, as specified in the Contract Payment Terms.		Original	Submit with Invoices (Template not provided.) Contractor format with the Department's approval.
Timesheet	Project Manager	With invoice, as specified in Contract Payment Terms.		1 copy	Submit with Invoices

6.2 Database Maintenance Requirements

The Contractor shall be responsible for maintaining a database on their own laptop or computer and external hard drive accessible by the Department's Project Manager or designee. The Contractor shall separate all database maintenance activities by funding source, and shall indicate FEMA (Federal Emergency Management Agency) or LLT (Louisiana Land Trust) in database entries as appropriate.

There are six Excel workbooks that must be maintained by the Inspector Supervisor. The Inspector Supervisor shall maintain a copy of each workbook on his or her laptop. He or she shall enter the assessments done by the inspectors and e-mails a copy of each workbook to the Department's Project Manager once per week on Monday. The six Excel workbooks are maintained by funding source as follows:

FEMA funded: Asbestos Assessment Database
Landfill Assessment Database
FIF Database

LLT funded: Asbestos Assessment Database
St. Bernard Slabs Database
FIF Database

Each workbook has spreadsheets for the various categories of assessments that are conducted. The following information shall be entered, under the appropriate category, for each assessment: Assessment Date; Parish; Location; City; Demolition and/or Asbestos Contractor; Telephone Number; Inspector(s); and Observations.

The Contractor will receive up-to-date copies of the databases upon award of the contract.

6.3 Health and Safety Plan

The Contractor shall be responsible for the health and safety of his personnel during the performance of this work. He shall maintain his own Health and Safety Plan and shall make this plan available for inspection by the Department upon request. The Contractor's plan must comply with all applicable federal, state, and local laws, regulations, ordinances, and codes regarding site health and safety, particularly OSHA regulations included in 29 CFR 1910.120. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The Contractor shall be responsible and take all necessary precautions for the protection and safety of personnel involved in project activities.

6.4 Required Equipment and Personal Protective Equipment (PPE)

Each Inspector must have a vehicle for transportation, a digital camera, and Personal Protective Equipment (PPE). A GPS unit is recommended but not required to assist the Contractor in locating sites/properties. PPE shall meet or exceed OSHA requirements (29 CFR 1910.120) and includes but is not limited to:

(1) Hardhat

(2) Steel toed shoes (preferably with steel shank)

(3) Safety glasses (wrap-a-around) or Goggles

(4) Reflective Safety Vest

(5) Hearing protection (ear plugs)

6.5 Project Communications

The Contractor shall maintain communications and coordination with the Department Project Manager or his designee, including reporting problems encountered in performing this work and notifying the Department of schedule delays. The Contractor shall attend meetings as necessary to discuss specific requirements or problems with the Department's Project Manager or his designee. Meetings shall be held at the Department's Headquarters in Baton Rouge, the Southeast Regional Office or on-site (at demolition sites and/or landfills). Interim conference calls may be required; if required, the Contractor shall participate. Media inquiries shall be forwarded by the Contractor to the Department's Project Manager.

7.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under the contract, the Department shall:

(1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);

(2) provide training on conducting asbestos abatement, demolition, and landfill assessments according to the Department's protocols;

(3) assign specific asbestos abatements and demolitions to be assessed each day and landfill assessments weekly or monthly;

(4) provide the Department's materials (RACM & C&D Demolition Assessment Checklists, C&D Landfill Assessment Checklists, Field Interview Forms, 214's, etc.) for the Contractor's work as necessary;

(5) provide one office for the Inspector Supervisor and the use of a conference room for daily meetings at the Southeast Regional Office in Harahan, LA.

(6) monitor the Contractor's work through telephone communications, meetings and daily oversight of inspectors;

(7) ensure that the Contractor maintains a Health and Safety Plan; and

(8) review, require revision as necessary, and accept deliverables and submittals.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department will monitor the progress of the Contractor during the contract by:

(1) monitoring the Contractor's work through telephone communication, meetings and review of Weekly Summary Reports and Monthly Progress Reports;

(2) ensuring that deliverables are submitted within the timeframe of the contract;

(3) reviewing, requiring correction as necessary, and approving all deliverables and submittals;

The Department will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices. Payment may be requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in contract price.

9.1 Commencement Conference

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge and will last approximately two (2) hours. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices. Attendance of the Project Manager is mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice. The Department reserves the right to waive the requirement for a commencement conference.

9.2 Payment for Project Oversight and Monitoring

Payment for activities related to project oversight and monitoring will be limited to the categories outlined below.

There will be no provision for paid overtime (i.e. a separate overtime rate).

Time as verified on appropriate forms will be rounded to the nearest 15 minute increment (one-fourth of an hour (.25), half hour (.5), three-fourths of an hour (.75), and one hour (1.0) as appropriate for compensation purposes.

The Department will not compensate separately for meals, lodging or other indirect costs for any of the payment items listed below. The Department will not compensate for travel time or mileage to the daily meeting held at the Southeast Regional Office, 201 Evans Road, Bldg. 4, Suite 420, New Orleans, LA.

Normally demolition and landfill operations shall occur six days per week (Monday thru Saturday) and extend beyond eight hours per day. However, there will be no payment for days when demolition and/or landfill operations are suspended due to inclement weather or other causes.

The number of personnel needed will vary according to demolition activity. In the past there have been lulls in demolition activity. The Contractor will adjust the number of Inspectors as directed by the Department's Project Manager. The Department's Project Manager will provide a minimum of a one week notice when additional personnel are needed.

9.2.1 Payment for Project Manager

Payment for Project Manager activities shall be made for the actual number of hours worked (except as noted below) managing the Project and attending Department's called meetings. Payment will be made in accordance with the hourly rate provided in Attachment 2, Schedule of Prices. Timesheets shall be submitted to facilitate the Department's verification of hours on invoices. Regarding the exception noted above, compensation for Project Manager time shall not exceed 30% of the Inspector Supervisor's time during any given period of performance.

9.2.2 Payment for Inspector Supervisor

Payment for Inspector Supervisor activities shall be made for the actual number of hours worked in supervising inspectors, conducting demolition oversight, landfill oversights, attending Department's called meetings, and travel to and from demolition sites, landfills and meetings. Payment shall be made in accordance with the hourly rate provided in Attachment 2, Schedule of Prices. Enclosure J, ICS 214 forms shall be submitted to facilitate the Department's verification of hours on invoices. The Department will approve only one person at a time at the Supervisor rate. When both the Inspector Supervisor and the back-up Inspector Supervisor are on the job (during a transition or otherwise) the back-up will be paid at the "Inspector" rate.

9.2.3 Payment for Inspector

Payment for Inspector activities shall be made for the actual number of hours worked in conducting demolition oversight, landfill oversight, attending the Department's called meetings, and travel to and from demolition sites, landfills and meetings. Payment shall be made in accordance with the hourly rate provided in Attachment 2, Schedule of Prices. Enclosure J, ICS 214 form shall be submitted to facilitate the Department's verification of hours on invoices. For

purposes of this RFP, demolition monitors and landfill monitors shall be considered "inspectors" to be compensated at the same rate.

9.2.4 Payment for Mileage According to Louisiana Travel Regulations

Payment for travel (i.e., mileage only) related to demolition oversight and landfill oversight shall be made according to the State Travel Regulations: http://www.doa.louisiana.gov/osp/travel/travelpolicy/travelguide.pdf. Mileage logs (signed by the Inspector (driver) and Supervisor) shall be required prior to reimbursement of mileage. Mileage logs shall be submitted with invoices according to the SOW Deliverables section and according to the Contract. The mileage logs must contain the following information: License Plate number of vehicle, Driver, Beginning Odometer (for month), Date, Ending Odometer (by Date), Mileage (by Date), Parish(s) (by Date), and purpose (Landfill Oversight, Demolition Oversight, and/or Meetings).

Enclosures to this SOW:

Enclosure A - RACM Structure Abatement Inspection Checklist
Enclosure B - RACM Slab Abatement Inspection Checklist
Enclosure C - RACM Structure Demolition Inspection Checklist
Enclosure D - Construction & Demolition (C/D) Inspection Checklist
Enclosure E - Statement of Inspection of Concrete Slabs and/or Flatwork for Re-use or Recycling
Enclosure F - Statement of Inspection of Concrete Slabs and/or Flatwork Partial Approval for Re-use or Recycling
Enclosure G - Slab / Flatwork Demolition Inspection Checklist
Enclosure H - Field Interview Form
Enclosure I - Hurricane Debris Site and Construction Demolition Site Assessment & Closure Checklist
Enclosure J - ICS 214 Form

Enclosure A

Hurricanes Katrina and Rita Residential
RACM Structure Abatement Inspection Checklist

AI#		Hurricane	Katrina	Bid Package #:	
Date of Inspection:				Parish:	
Demolition location:				City:	
Demolition contractor:					
Demolition contractor supervisor:				Phone #:	
Demolition contractor mailing address:					
Prime contractor:					
Prime contractor Responsible Official:				Phone #:	
Prime contractor mailing address:					
CDM inspector:				Phone #:	
Lead Inspector:					
Other inspectors:					

If demolition is being conducted by the homeowner (or their contractor) then LESHAP is not applicable.

Section A - Asbestos Management:	
1. Is there an accredited asbestos supervisor onsite? If yes, Name: _____Accreditation#: _____ Note: For workers not on the supplied LDEQ accredited asbestos accredited worker list, detail worker name, AI #, accreditation #, and expiration date in the comments section.	☐Yes ☐ No ☐ N/A
2. Are all workers that are directly involved in the demolition accredited asbestos workers? (Asbestos personnel **MUST** have LDEQ Asbestos Accreditation Photo ID **OR** LDEQ Asbestos Accreditation Certificate **and** Photo ID.)	☐ Yes ☐ No ☐ N/A
3. Is air monitoring being done on site? • If yes name of the company conducting the Air Monitoring:_____ • Name of onsite Accredited air monitor:_____ • Air monitor Supervisor/Contractor Accreditation#: _____	☐ Yes ☐ No ☐ N/A
4. Has the structure/debris been wetted prior to demolition, during demolition, interim staging and loading? (If the structure/debris has been adequately wetted there will not be any visible emissions during demolition or loading.)	☐ Yes ☐ No ☐ N/A
5. Was the debris loaded into a clear polyethylene "visqueen" lined container/vehicle?	☐ Yes ☐ No ☐ N/A
6. Was the polyethylene liner closed/secured/sealed "burrito wrapped" when loading was completed?	☐ Yes ☐ No ☐ N/A
7. Has the generator information label been placed on the "burrito wrap" (generator name, site address, and date)?	☐ Yes ☐ No ☐ N/A
8. Has the asbestos warning label been placed on the "burrito wrap"?	☐ Yes ☐ No ☐ N/A
9. Is the debris being transported on an Asbestos Disposal Verification Form (ADVF)? If yes, list the ADVF#: _____	☐ Yes ☐ No ☐ N/A
10. Is the area surrounding the demolition site clear of all material that is suspect for asbestos?	☐ Yes ☐ No ☐ N/A
11. Which landfill is the debris being sent to for disposal?	
Section B - Debris Management:	
1. Were the household hazardous wastes, white goods and electronic wastes removed from the demolition debris prior to loading the debris into the transport vehicle?	☐ Yes ☐ No ☐ N/A

Note: All No answers require explanation in the "additional comments" section.

For asbestos questions call Anis Abdelghani @ 225.907.7804 or Dwight Bradshaw @ 504.388.8956 or 504.736.7714 . For debris/HHW/white goods/landfill questions call Wayne Desselle @ 504.919.9355 or 504.736.7712

Enclosure B

Hurricanes Katrina and Rita Residential
RACM Slab Abatement Inspection Checklist

AI #:	Hurricane: Katrina		
Date of Inspection:		Parish:	
Demolition location:		City:	
Asbestos contractor:		Crew #:	
Asbestos supervisor:		Phone #:	
Asbestos contractor mailing address:			
Prime contractor:			
Prime contractor Responsible Official:		Phone #:	
Prime contractor mailing address:			
Parish Monitor (if applicable):			
Lead Inspector:			
Other inspectors:			

If demolition is being conducted by the homeowner (or their contractor) then LESHAP is not applicable.

Section A - Asbestos Management:	
1. Is there an accredited asbestos supervisor onsite? If yes, Name: _____Accreditation#: _____ Note: For workers not on the supplied LDEQ accredited asbestos worker list, Detail worker name, AI #, accreditation #, and expiration date in the comments section.	☐ Yes ☐ No ☐ N/A
2. Are all workers that are directly involved in the abatement accredited asbestos workers? (Asbestos personnel **MUST** have LDEQ Asbestos Accreditation Photo ID **OR** LDEQ Asbestos Accreditation Certificate **and** Photo ID.)	☐ Yes ☐ No ☐ N/A
3. Is air monitoring being done on site? • If yes name of the company conducting the Air Monitoring:_____ • Name of air monitor:_____ • Air monitor Supervisor/Contractor Accreditation#: _____	☐ Yes ☐ No ☐ N/A
4. Has the floor tile/debris been wetted prior to removal, during removal, interim staging and loading? (If the floor tile/debris has been adequately wetted there will not be any visible emissions during removal or loading.)	☐ Yes ☐ No ☐ N/A
5. Was the floor tile/debris loaded into a clear polyethylene bag?	☐ Yes ☐ No ☐ N/A
6. Was the polyethylene bag closed/secured/sealed?	☐ Yes ☐ No ☐ N/A
7. Has the generator information label been placed on the bag (generator name& site address)?	☐ Yes ☐ No ☐ N/A
8. Has the asbestos warning label been placed on the bag?	☐ Yes ☐ No ☐ N/A
9. Is the debris being transported on an Asbestos Disposal Verification Form (ADVF)? If yes, list the ADVF#: _____	☐ Yes ☐ No ☐ N/A
10. Is there any asbestos floor tile bags left on-site overnight?	☐ Yes ☐ No ☐ N/A
11. Which landfill is the debris being sent to for disposal?	River Birch
12. Has all suspect material and loose debris, including standing water been removed from the slab and immediately adjacent to it?	☐ Yes ☐ No ☐ N/A
13. Has the slab been inspected by an owner representative? • If yes, name of Owner Representative: _____ • Owner Representative Inspector Accreditation#: _____ • Name of Owner Representative Company: _____	☐ Yes ☐ No ☐ N/A
14. Is the slab visually clear of suspect material? (Includes: indentations around bottom plate anchors, pins, anchor bolts, random pocks in surface, tub trap, brick ledge, expansion joints, runs of mastic down the sides of the slab, etc.)	☐ Yes ☐ No ☐ N/A
15. Has the property been inspected and met the Louisiana Department of Environmental Quality's criteria for concrete slab and/or flatwork reuse or recycling?	☐ Yes ☐ No

Note: All No answers require explanation in the "additional comments" section.

For asbestos questions call Dwight Bradshaw @ 504.388.8956 or 504.736.7714 or Anis Abdelghani @ 225.907.7804. For debris/HHW/white goods/landfill questions call Wayne Desselle @ 504.919.9355 or 504.736.7712

Revised 7-24-2009

Enclosure C

Hurricanes Katrina and Rita Residential
RACM Structure Demolition Inspection Checklist

AI #:	Hurricane: Katrina	Bid Package:	
Date of Inspection:		Parish:	
Demolition location:		City:	
Asbestos contractor:		Crew #:	
Asbestos supervisor:		Phone #:	
Asbestos contractor mailing address:			
Prime contractor:			
Prime contractor Responsible Official:		Phone #:	
Prime contractor mailing address:			
CDM Inspector:			
Lead Inspector:			
Other inspectors:			

If demolition is being conducted by the homeowner (or their contractor) then LESHAP is not applicable.

Section A - Asbestos Management:	
1. Is there an accredited asbestos supervisor onsite? If yes, Name: _____Accreditation#: _____ Note: For workers not on the supplied LDEQ accredited asbestos accredited worker list, detail worker name, AI #, accreditation #, and expiration date in the comments section.	☐Yes ☐ No ☐ N/A
2. Are all workers that are directly involved in the demolition accredited asbestos workers? (Asbestos personnel **MUST** have LDEQ Asbestos Accreditation Photo ID **OR** LDEQ Asbestos Accreditation Certificate **and** Photo ID.)	☐ Yes ☐ No ☐ N/A
3. Is air monitoring being done on site? • If yes name of the company conducting the Air Monitoring:_____ • Name of onsite Accredited air monitor:_____ • Air monitor Supervisor/Contractor Accreditation#: _____	☐ Yes ☐ No ☐ N/A
4. Has the structure/debris been wetted prior to demolition, during demolition, interim staging and loading? (If the structure/debris has been adequately wetted there will not be any visible emissions during demolition or loading.)	☐ Yes ☐ No ☐ N/A
5. Was the debris loaded into a clear polyethylene "visqueen" lined container/vehicle?	☐ Yes ☐ No ☐ N/A
6. Was the polyethylene liner closed/secured/sealed "burrito wrapped" when loading was completed?	☐ Yes ☐ No ☐ N/A
7. Has the generator information label been placed on the "burrito wrap" (generator name, site address, and date)?	☐ Yes ☐ No ☐ N/A
8. Has the asbestos warning label been placed on the "burrito wrap"?	☐ Yes ☐ No ☐ N/A
9. Is the debris being transported on an Asbestos Disposal Verification Form (ADVF)? If yes, list the ADVF#: _____	☐ Yes ☐ No ☐ N/A
10. Is the area surrounding the demolition site clear of all material that is suspect for asbestos?	☐ Yes ☐ No ☐ N/A
11. Which landfill is the debris being sent to for disposal?	
Section B - Debris Management:	
1. Were the household hazardous wastes, white goods and electronic wastes removed from the demolition debris prior to loading the debris into the transport vehicle?	☐ Yes ☐ No ☐ N/A

Note: All No answers require explanation in the "additional comments" section.

For asbestos questions call Anis Abdelghani @ 225.907.7804 or Dwight Bradshaw @ 504.388.8956 or 504.736.7714. For debris/HHW/white goods/landfill questions call Wayne Desselle @ 504.919.9355 or 504.736.7712

Enclosure D

Hurricanes Katrina and Rita Residential
C/D Structure Demolition Inspection Checklist

AI#		Hurricane	Katrina	Bid Package #:

Date of Inspection:		Parish:	
Demolition location:		City:	
Demolition contractor:			
Demolition contractor supervisor:		Phone #:	
Demolition contractor mailing address:			
Prime contractor:			
Prime contractor Responsible Official:		Phone #:	
Prime contractor mailing address:			
CDM inspector:		Phone #:	
Lead Inspector:			
Other inspectors:			

If demolition is being done by the homeowner (or their contractor) then LESHAP is not applicable.

Section A: **Demolition:**	
1. Has the structure/debris been wetted prior to demolition, during demolition, interim staging and loading to prevent particulate matter form becoming airborne? (LAC33.III.1305.A.)	☐ Yes ☐ No ☐ N/A
2. If debris from the demolition is transported in an open-bodied truck, is a tarp used to cover the load when the truck is in motion? (LAC33.III.1305.A.4)	☐ Yes ☐ No ☐ N/A

Section B: DEBRIS MANAGEMENT:	
1. Has all Regulated material (household hazardous wastes, white goods, gasoline powered equipment, tires, electronic wastes, or solid waste) been removed from the property? (LAC 33:VII 315.C)	☐ Yes ☐ No ☐ N/A
2. Have debris and dirt, deposited onto paved streets as a result of demolition operations, been promptly removed? (LAC 33.III.1305.A.7)	☐ Yes ☐ No ☐ N/A
3. Which landfill is the Regulated material being sent to for disposal?	_____ ☐ N/A
4. Which landfill is the C&D Debris being sent to for disposal?	_____ ☐ N/A

All No answers require explanation in "Additional Comments" section and on FIF.

Additional Comments:

For debris, HHW, white goods, landfill questions, call Wayne Desselle @ 504-919-9355 or 504-736-7712 or Danny Odem @ 225-573-7005 504-736-7748

Enclosure E

Statement of Inspection of Concrete Slabs and/or Flatwork for Reuse or Recycling

Street Address: _____

The above property has been inspected and meets the Louisiana Department of Environmental Quality's criteria for concrete slab and/or flatwork reuse or recycling.

_____
Inspector

_____
Signature

_____
Date

Enclosure F

Statement of Inspection of Concrete Slabs and/or Flatwork for Reuse or Recycling

Parish:_____. AI#:_____.

Street Address:_____.

The above property has been inspected and

_____.
meets the Louisiana Department of Environmental Quality's criteria for concrete slab and/or flatwork reuse or recycling.

_____.
is contaminated with Asbestos Containing Material that cannot be removed. This concrete cannot be reused or recycled, and must be properly disposed of in a landfill.

_____ /_____/_____
Inspector Signature Date

Site Diagram:

This document voids any prior approval for this address.

Enclosure G

Hurricanes Katrina and Rita Residential Slab/Flatwork Demolition Inspection Checklist

AI#		Hurricane	Katrina	Bid Package #:	
Date of Inspection:				Parish:	
Demolition location:				City:	
Demolition contractor:					
Demolition contractor supervisor:				Phone #:	
Demolition contractor mailing address:					
Prime contractor:					
Prime contractor Responsible Official:				Phone #:	
Prime contractor mailing address:					
CDM inspector:				Phone #:	
Lead Inspector:					
Other inspectors:					

Section A: **Demolition:**	
1. Has the slab been inspected and met the Louisiana Department of Environmental Quality's criteria for concrete slab and/or flatwork reuse/recycle ☐ or been approved for disposal ☐ (check one)? Date:_____	☐ Yes ☐ No ☐ N/A
2. Has the slab been wetted prior to demolition, during demolition, interim staging and loading to prevent particulate matter form becoming airborne? (LAC33.III.1305.A.)	☐ Yes ☐ No ☐ N/A
3. If debris from the demolition is transported in an open-bodied truck, is a tarp used to cover the load prior to departure from the site? (LAC33.III.1305.A.4)	☐ Yes ☐ No ☐ N/A

Section B: DEBRIS MANAGEMENT:	
1. Has all Regulated material (household hazardous wastes, white goods, gasoline powered equipment, tires, electronic wastes, or solid waste) been removed from the property? (LAC 33:VII 315.C)	☐ Yes ☐ No ☐ N/A
2. Have debris and dirt, deposited onto paved streets as a result of demolition operations, been promptly removed? (LAC 33.III.1305.A.7)	☐ Yes ☐ No ☐ N/A
3. Which landfill is the debris being sent to for disposal? _____	☐ N/A
4. Which recycler is the slab being sent to for reuse/recycle? _____	☐ N/A
5. If a slab was approved for disposal, which facility was the slab sent to for disposal?_____	☐ N/A

All No answers require explanation in "Additional Comments" section and on FIF.

Additional Comments:

For debris, HHW, white goods, solid waste, or landfill questions, call Wayne Desselle @ 504-919-9355 or 504-736-7712.
For particulate emissions call Danny Odem @ 225-573-7005or 504-736-7713.

Enclosure H

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
FIELD INTERVIEW FORM

AGENCY INTEREST#:_____ **INSPECTION DATE:**_____ **TIME OF ARRIVAL:**_____

ALTERNATE ID#:_____ **DEPARTURE DATE:**_____ **TIME OF DEPARTURE:** _____
(ID Type/Number)

FACILITY NAME:_____ **PH #:**_____

LOCATION:_____

_____ **PARISH NAME:**_____

RECEIVING STREAM (BASIN/SUBSEGMENT):_____

MAILING ADDRESS:_____
(Street/P.O. Box) (City) (State) (ZIP)

FACILITY REPRESENTATIVE:_____ **TITLE:**_____

FACILITY REPRESENTATIVE PHONE NUMBER:_____

NAME, TITLE, ADDRESS and TELEPHONE of RESPONSIBLE OFFICIAL (if different from above):_____

_____

_____

INSPECTION TYPE:_____ **PROGRAM INVOLVED: AIR WASTE WATER OTHER** _____

INSPECTOR'S OBSERVATIONS: (e.g. AREAS AND EQUIPMENT INSPECTED, PROBLEMS, DEFICIENCIES, REMARKS, VERBAL COMMITMENTS FROM FACILITY REPRESENTATIVES)

_____

_____

_____

_____

_____

_____

_____

_____

_____

AREAS OF CONCERN:

REGULATION	EXPLANATION	CORRECTED?
_____	_____	YES NO
	_____	
_____	_____	YES NO
	_____	

PHOTOS TAKEN: ☐ YES ☐ NO **SAMPLES TAKEN:** ☐ YES ☐ NO **(Attach Chain-of-custody)**

RECEIVED BY: SIGNATURE:_____

PRINT NAME:_____
(NOTE: SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT WITH INSPECTOR'S NOTES)

INSPECTOR(S): _____ **CROSS REFERENCE:** _____

_____ **ATTACHMENTS**: _____

REVIEWER: _____ _____

NOTE: The Information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to any matter, including, but not limited to, a determination of compliance or lack thereof by the facility operator with any requirements of statutes regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.

REVISED: 02/03/2003

Enclosure H

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
FIELD INTERVIEW FORM AREAS OF CONCERN (cont'd)

AGENCY INTEREST#:_____ **ALTERNATE ID#:**_____**INSPECTION DATE:**_____

FACILITY NAME:_____

AREAS OF CONCERN:

REGULATION	EXPLANATION	CORRECTED?
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO

INITIALS OF RECEIPT_____

NOTE: The Information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to any matter, including, but not limited to, a determination of compliance or lack thereof by the facility operator with any requirements of statutes regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.

Enclosure H

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
INSPECTOR OBSERVATIONS (cont'd)

AGENCY INTEREST#:_____ **ALTERNATE ID#:**_____**INSPECTION DATE:**_____

FACILITY NAME:_____

INSPECTOR OBSERVATIONS CONT'd:

INITIALS OF RECEIPT_____

Enclosure H

FIELD INTERVIEW FORM INSTRUCTIONS

AGENCY INTEREST #:
The TEMPO Agency Interest number currently in use and assigned to the facility or site in the database.

ALTERNATE ID#:
This would be the number of a permit or file historically associated with the subject facility and is often media-specific. It is NOT an incident log number. EXAMPLE: Water/LA0009594 or Air/0200-00035.

INSPECTION DATE:
The date the inspection started in (month/date/year) format.. **EXAMPLE: "**8/4/98" or "August 4, 1998"

TIME OF ARRIVAL:
The time that the inspection started in military time (24 hour-clock)**.** This will be the time that credentials are first presented to a facility representative. **EXAMPLE:** 0845 for 8:45 a.m.

DEPARTURE DATE:
The date the inspection ended in (month/date/year) format. For sampling inspections this may be when the sampling was completed.

TIME OF DEPARTURE:
The time of day the inspection ended. Time should be entered as military time. For sampling inspections this may be when the sampling was completed.

FACILITY NAME:
State the name of the facility or site in this block**.** Accessing this website http://www.sec.state.la.us/crpinq.htm can prove to be a valuable tool in acquiring this information accurately. This field should mirror the "Master AI Name" in TEMPO, unless changes have occurred at the facility that have not been accurately reflected in the TEMPO database. **EXAMPLE:** Bubba's Quick Stop

PHONE #:
The complete telephone number, including area code, of the subject facility. **EXAMPLE:** (504) 835-1072

LOCATION:
The physical location of the site or facility. GPS readings if applicable. Be as precise as possible. Use street addresses, highway number, mile markers, nearest town, Latitude and Longitude, etc. Some facilities will have a "911" address – this is a good location descriptor. **EXAMPLE:** 5.3 miles west of New Roads on La Hwy 1 or 3233 U.S.190 E, Eunice, LA.

PARISH:
The parish name of the subject facility's location. **EXAMPLE:** Orleans

RECEIVING STREAM (BASIN/SUBSEGMENT): Name and assigned numerical descriptor (six-digit Basin/Segment/Subsegment number) of the receiving stream of facility waste water or storm water discharges.

MAILING ADDRESS:
The address used by the facility or site in receiving their mail. Be sure to include the zip code. **EXAMPLE:** P.O. Box 25, New Orleans, LA 70130

FACILITY REPRESENATIVE:

The name of the facility or site representative, often the person accompanying the inspector on the inspection and answering questions. Use full names. Do not use initials or nicknames. If there are more than one facility representative, list the lead person.

TITLE:
The official title of the facility representative. **EXAMPLE:** Owner

FACILITY REPRESENATIVE PHONE NUMBER:
Record this persons phone number only if it is different from the facility phone number above.

NAME, TITLE, ADDRESS and TELEPHONE of RESPONSIBLE OFFICIAL (if different from above): Record the requested information on the individual on file as the Responsible Official for the subject facility if different from the person recorded as the Facility Representative. This could be the landowner, the CEO or President of the company and is often the person responsible for signing self-monitoring reports.

INSPECTION TYPE:
Use one of the media specific codes. **EXAMPLE:** CEI for Compliance Evaluation Inspection (Surface Water), LDI for Lead Detection Inspection (UST), etc.

PROGRAM INVOLVED:
Circle all the programs inspected. If a program that is not listed was inspected, include it in the "OTHER" category.

INSPECTOR'S OBSERVATIONS:
Summarize the findings of the inspection in this section. Include a summary of the areas inspected. If additional space is required for observations include them on the additional comments page (Field Interview Form Inspector Observations cont'd).

<u>AREAS OF CONCERN</u>

REGULATION:
If known, list the citation reference of any deficiencies noted during the inspection from the appropriate regulatory authority. This can be added to the report when you return to your office provided that you supply this information to the facility. **EXAMPLE:** LAC 33:IX.901 (B)(1) or LRS 30:2071 (A)(2)(c).

EXPLANATION:
Brief verbal description of the deficiency cited. **EXAMPLE:** "The parameter BOD5 was exceeded in the sample taken from Outfall 001" or "Failure to submit required DMRs for the first quarter of 2002".

CORRECTED?:
Indicate whether or not the noted deficiency was corrected within the beginning and ending inspection dates on the FIF. Any areas of concern noted during the inspection, provided that sufficient evidence is gathered to adequately document the issue, will be referred to Enforcement, whether corrected or not.

PHOTOS TAKEN:
Check yes or no in the appropriate box.

SAMPLES TAKEN:
Check yes or no in the appropriate box. Attach appropriate chain of custody form and be sure to give the facility representative a copy of the chain of custody as a receipt. State law requires that the facility be provided with a copy of the sample results "promptly".

RECEIVED BY:
The facility representative, plant manager or next highest responsible individual present at the time of inspection should sign the form. This form is not an admission of guilt. If the person refuses to sign the form, print their name in this block and write “refused to sign”. If no one is present at the facility to sign, write “no one available to sign” and mail a copy of the FIF to the responsible official at the facility mailing address via certified mail (return receipt requested).

PRINT NAME:
Print the name of the signatory after he signs the report for legibility.

INSPECTOR(S):
Include all the inspectors who were present during the facility or site visit. Sign the form and print your name.

CROSS REFERENCE:
Record here any related incident “Dispatch” numbers, TEMPO Incident numbers or other related inspections.

ATTACHMENTS:
List the attachments that you are including with this report. **EXAMPLE:** DMR’s January-March, 1998 (Outfall 001). Other attachments include: chain of custody form, sample results, facility laboratory data, etc.

REVIEWER:
Signature or initials of the inspector’s supervisor or other person with the responsibility of ensuring the report is properly completed.

PAGE__OF__:
Number all the pages. **EXAMPLE Page 1 of 3**

FIELD INTERVIEW FORM AREAS OF CONCERN (cont’d):
Use this supplemental page to list additional areas of concern that will not fit on page one of the FIF.

INSPECTOR OBSERVATIONS (cont’d):
Use this supplemental page to continue the narrative description of observations that will not fit onto page one of the FIF.

Enclosure I

Hurricane Debris Site and Construction Demolition Site Assessment and Closure Checklist

AI No. _____ Alternate ID No. _____

Assessment Date: _____ Incident Name: **Hurricane**

Site Name: _____

Physical Location: _____

_____ LA ____ Parish: _____
(City) (State)

Latitude: _____ Longitude: _____

Facility Representative/Title: _____

Facility Representative Telephone No.: _____

LDEQ Lead Inspector: _____

Other Inspectors: _____

_____

ASSESSMENT INFORMATION

Please use the Additional Comments Section or FIF to further explain any Observations of Concern and include photographs for these observations!!!!!!!!!!!!!!!!!

Section A. General Site Information	
1. Does the site have an approval letter from LDEQ for activities at the site? Approval Date:	☐ Yes ☐ No ☐ N/A
2. What activities have been approved for the site? (Check the appropriate activities)	
☐ Grinding/chipping ☐ Staging ☐ Disposal ☐ Burning/air curtain destructor ☐ Burning Pit burners	
3. What types of debris can be handled at facility?	
☐ Vegetative ☐ White Goods ☐ C&D Debris ☐ Asbestos ☐ Auto/Boat Staging	
4. Is the site active?	☐ Yes ☐ No ☐ N/A
If No, what is the current site status?	
a. The site was not used for hurricane debris.	☐ Yes ☐ No ☐ N/A
b. The site was used for hurricane debris and all debris was removed	☐ Yes ☐ No ☐ N/A
c. The site was used but is not active. [A) Vegetative Or [B} C&D Debris is still present at the site (circle appropriate..	☐ Yes ☐ No ☐ N/A
d. Other (explain):	☐ Yes ☐ No ☐ N/A
5. Has the Local government provided the contractor operating/managing the site with a copy of the Debris Management Plan?	☐ Yes ☐ No ☐ N/A
Weekly Debris Management Report	
6. Has the Site Operator/Responsible Party completed the Weekly Debris Management Report weekly?	☐ Yes ☐ No ☐ N/A
7. Has the Site Operator/Responsible Party submitted the Weekly Debris Management Report to LDEQ weekly starting September 21, 2008?	☐ Yes ☐ No ☐ N/A
8. Review the records and calculations used by the site operator/responsible party and give a brief description in the comments section about the process (types of records kept, estimation of loads, scale used; trip tickets, conversion factors).	
9. List method(s) of weight/volume reduction of debris: ☐ Burning ☐ Composting ☐ Bio-fuels	
☐ Beneficial Reuse Other:	
10. Based on information from site operator/responsible party, how much of debris is going for disposal?	

Construction Demolition Debris (from Katrina & Rita) includes asphalt or fiberglass roof shingles, roofing material, carpet, insulation, wallboard, treated and painted lumber and furniture

Vegetative Debris includes vegetative storm debris such as yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood. Sites should be identified as chipping/grinding sites and/or burn sites.

11. Where is the debris going for disposal:	
12. Based on information gathered from site operator/responsible part, is the site meeting the 50% reduction in volume and weight of debris processed? ☐ Yes ☐ No ☐ Need further investigation	
Section B Debris Site Specific Conditions	
1. Has the site complied with the conditions of the Operations Criteria and/or other approvals set by LDEQ?	☐ Yes ☐ No ☐ N/A
2. List other requirements specified by LDEQ which are not listed in the Interim Operational Plan?	
a.	
b.	
c.	
d.	
Note: If there are additional requirements, please list in Additional Comments Section at the end of the checklist	
Vegetative Chipping & Grinding Sites	
3. Is the site controlled to prevent unauthorized dumping and scavenging?	☐ Yes ☐ No ☐ N/A
4. Does the site maintain adequate number of spotters to identify and segregate waste types for appropriate management?	☐ Yes ☐ No ☐ N/A
5. Are windrows with a height of 6 ft and a base width of less than 10 ft maintained to minimize the risks of spontaneous combustion?	☐ Yes ☐ No ☐ N/A
6. Are there currently signs of spontaneous combustions occurring at the site?	☐ Yes ☐ No ☐ N/A
7. Are large piles or windrows located away from wooded areas, power lines, and structures?	☐ Yes ☐ No ☐ N/A
Vegetative Burn Sites	
8. If the burning only occurring between the hours of 8:00 am and 5:00 pm?	☐ Yes ☐ No ☐ N/A
9. Have the local fire-fighting organizations been advised of burning?	☐ Yes ☐ No ☐ N/A
10. Is the burning being conducted at least one thousand (1000) feet (305 meters) from any inhabited dwelling?	☐ Yes ☐ No ☐ N/A
11. Is the burning being controlled so that the smoke, suspended particle matter, etc. does not cross a public road and create a traffic hazard?	☐ Yes ☐ No ☐ N/A
12. Is dirt in the material being minimized during the burning process?	☐ Yes ☐ No ☐ N/A
13. Is the facility making sure that unauthorized material such as heavy oils, asphaltic materials, rubber items, etc are not being burned?	☐ Yes ☐ No ☐ N/A
14. At the time of the assessment, are the prevailing winds carrying the smoke away from any nearby towns, city, etc?	☐ Yes ☐ No ☐ N/A
15. If the site is using an Air Curtain Destructor or Pit Burner, is it being operated according to manufacturer's inspection or a DEQ approved plan?	☐ Yes ☐ No ☐ N/A
Chips/Ash Deposition	
14. Are any chip/ash piles remaining at site?	☐ Yes ☐ No ☐ N/A
15. Has the chips/ash been [a] applied to the land or [b] used as a soil amendment? (Circle appropriate use)	☐ Yes ☐ No ☐ N/A
16. If the ships/ash has been land applied, was it applied to meet the requirements of the Debris Management Plan?	☐ Yes ☐ No ☐ N/A
17. If the chips/ash was not land applied, where was it disposed?	
18. Is there any analytical data for the ash?	☐ Yes ☐ No ☐ N/A
Section C C&D Disposal Site Specific Conditions	
Permit and Interim Operational Plan Conditions (If the facility has additional permit requirements, please use the Additional Comments Section at the end of the Checklist to outline.)	
1. Is adequate supervision and security provided? What type:	☐ Yes ☐ No ☐ N/A

Vegetative Debris is green woody material consisting of trees, limbs, and branches generated by the clearing of down and damaged trees. It does not include processed wood or other lumber. Debris meeting this definition can be burned. Untreated or unpainted wood can only be chipped, ground, or composted, not burned.

2. Is a sign posted at the entrance to the facility listing acceptable and prohibited waste?	☐ Yes ☐ No ☐ N/A
3. Does the facility maintain documentation which list a daily inventory from each truck load of waste received and each load rejected at the gate?	☐ Yes ☐ No ☐ N/A
4. Are all records required by the facility's permit or authorization maintained on site?	☐ Yes ☐ No ☐ N/A
5. Is the waste dumped under supervision in the smallest area possible, spread and compacted daily?	☐ Yes ☐ No ☐ N/A
6. Is the waste covered with 12 inches of silty clay according to permit, IOP, or other operational conditions set by LDEQ? How often is cover being applied?	☐ Yes ☐ No ☐ N/A
7. Does the facility retain records to substantiate compliance with the biweekly cover requirements?	☐ Yes ☐ No ☐ N/A
8. Is unauthorized waste segregated and placed in a container?	☐ Yes ☐ No ☐ N/A
9. Is the unauthorized waste removed at least every seven (7) days or length of time set by LDEQ? Does the facility maintain records to substantiate removal of the unauthorized waste?	☐ Yes ☐ No ☐ N/A
10. Are the roads maintain for accessibility in all types of weather?	☐ Yes ☐ No ☐ N/A
11. Has an Annual Report been submitted to LDEQ which contains the required information?	☐ Yes ☐ No ☐ N/A
12. Is there evidence of open burning?	☐ Yes ☐ No ☐ N/A
13. Is waste being deposited in standing water? If applicable, has the facility received a water discharge permit or filed a Notice of Intent for the facility?	☐ Yes ☐ No ☐ N/A
14. Is there evidence of salvaging and scavenging?	☐ Yes ☐ No ☐ N/A
15. Is litter within the site and along the entrance being controlled by litter fencing/regular policing of site?	☐ Yes ☐ No ☐ N/A
16. Is adequate equipment provided to operate the facility and is backup equipment available?	☐ Yes ☐ No ☐ N/A
17. Are personnel adequately trained and present in sufficient number to operate the site?	☐ Yes ☐ No ☐ N/A
18. Has the facility notified LDEQ of the disposal of unauthorized waste?	☐ Yes ☐ No ☐ N/A
Closure Requirements for Disposal Facilities	
19. For final closure, was final cover completed within 90 days after final grade has been reached?	☐ Yes ☐ No ☐ N/A
20. Has the final cover been graded to the slope requirements outlined in the IOP?	☐ Yes ☐ No ☐ N/A
21. Does the final cover consist of at least 24 inches of silty clay or DEQ approved equivalent and 6 inches of topsoil?	☐ Yes ☐ No ☐ N/A
22. After final closure, has ground cover been planted to prevent erosion and return site to natural appearance?	☐ Yes ☐ No ☐ N/A
23. Has the parish mortgage and conveyance records been update and a certified true copy submitted to LDEQ?	☐ Yes ☐ No ☐ N/A
24. Has public notice requirements been fulfilled?	☐ Yes ☐ No ☐ N/A
25. Has the integrity of grade and cap been maintain for at least 3 years? Has an Annual inspection of the grade and cap been performed? Has a report of the inspection been submitted to LDEQ annually?	☐ Yes ☐ No ☐ N/A
26. Has a financial assurance mechanism been established to provide for the cost of closure and post-closure?	☐ Yes ☐ No ☐ N/A
Grinding C&D Debris	
27. Does the site have a LDEQ approved Grinding Plan to reduce the volume of C&D hurricane related debris?	☐ Yes ☐ No ☐ N/A
28. Is the facility operating according to the plan?	☐ Yes ☐ No ☐ N/A
29. Is there evidence of burning C&D Debris at the site?	☐ Yes ☐ No ☐ N/A
Section D Debris Contaminated with Oil or Hazardous Waste	
1. Is hurricane generated debris contaminated with oil being disposed of in a Type I Solid Waste Landfill?	☐ Yes ☐ No ☐ N/A
2. Is hurricane generated debris contaminated with hazardous waste being burned? If yes, please notify supervisor immediately.	☐ Yes ☐ No ☐ N/A
3. Are creosote treated telephone poles, railroad crossties, or treated wood chips being disposed of in a Type I Solid Waste facility?	☐ Yes ☐ No ☐ N/A
4. Does the facility have documentation, manifests, etc. to substantiate any or all of the above	☐ Yes ☐ No ☐ N/A

Vegetative Debris is green woody material consisting of trees, limbs, and branches generated by the clearing of down and damaged trees. It does not include processed wood or other lumber. Debris meeting this definition can be burned. Untreated or unpainted wood can only be chipped, ground, or composted, not burned.

prohibitions?	
Section E Site Closure Requirements	
1. Has the site been restored to pre-authorization conditions?	☐ Yes ☐ No ☐ N/A
2. Are any debris/recyclable items remaining at location? Check off type	☐ Yes ☐ No ☐ N/A
☐ Vegetative ☐ C&D Debris ☐ White Goods ☐ Vehicles/Boats ☐ Other:	
3. Is any Household Hazardous Waste remaining at location?	☐ Yes ☐ No ☐ N/A
4. Is any electronic waste remaining at location?	
5. Has the Corp or Parish contractor's mission been completed and disengagement finalized?	☐ Yes ☐ No ☐ N/A
6. Can the site be recommended for final disengagement & verified as being properly closed?	☐ Yes ☐ No ☐ N/A
Additional Comments:	

Vegetative Debris is green woody material consisting of trees, limbs, and branches generated by the clearing of down and damaged trees. It does not include processed wood or other lumber. Debris meeting this definition can be burned. Untreated or unpainted wood can only be chipped, ground, or composted, not burned.

Enclosure J

UNIT LOG	1. Incident Name	2. Date Prepared	3. Time Prepared

4. Unit Name/Designators	5. Unit Leader (Name and Position)	6. Operational Period

7. Personnel Roster Assigned

Name	ICS Position	Home Base

8. Activity Log

Time	Major Events

9. Prepared by (Name and Position)	10. Reviewed by (Name and Position)

RFP No. 2012-01-3501

ATTACHMENT 2
SCHEDULE OF PRICES
"Demolition and Landfill Oversight"
Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	Unit Rate[1]
1	Commencement Conference	Lump Sum	$ -
2	Project Manager	Hourly	$ -
3	Inspector Supervisor	Hourly	$ -
4	Inspector	Hourly	$ -
5	Mileage[2]	Mile	

• Labor category descriptions are provided in Statement of Work, Section 5.0.

[1]Units Rates shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

[2]Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm

*ALL BLANKS MUST BE COMPLETED