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K07-131

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
AND
BECK DISASTER RECOVERY, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into by and between the City of New Orleans ("City"), herein represented by Mayor C. Ray Nagin, and Beck Disaster Recovery, Inc. ("Consultant"), herein represented by Charles M. McLendon, its President/ COO; and

RECITALS

WHEREAS, City desires to engage Consultant for the performance of certain professional services as described herein in this Agreement;

WHEREAS, City advertised for Request for Proposals ("RFP") to obtain a Project Management Consultant firm to manage and support the oversight of demolition/debris removal; and

WHEREAS, Consultant desires to perform the professional services and submitted a proposal in response to the RFP; and

WHEREAS, Consultant, a foreign corporation organized under the laws of the State of Washington and located at 800 North Magnolia Avenue, Suite 400, Orlando, FL 32803, and registered to conduct business in the State of Louisiana is qualified and desires to perform such services on behalf of City; and

WHEREAS, Consultant was selected to perform the Project Management services as provided for in the RFP; and

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

AGREEMENT

**ARTICLE I
SCOPE OF SERVICES**

I. Services to be Performed by Consultant.

Consultant shall perform services as requested by the City and set forth in this Article (collectively, the "Services"):

The City of New Orleans is seeking a qualified firm to manage and support the oversight of demolition/debris removal. The Program Management Firm shall be capable of supervising, monitoring and documenting, in accordance with FEMA guidelines, the collection, temporary staging and final disposal. Other services that may be required will include grant management, data management, contract specialist/manager, cost/ billing management, operations management, quality control management, logistics coordinator, damage assessment training, administrative support staff and the ability to communicate with local, state or federal agencies to maximize any funding or reimbursement services.

The City of New Orleans will assign a Demolition/Debris Manager to the demolition/debris management project and will establish a Demolition/Debris Management Center. The Demolition/Debris Management Center will provide a site for overall coordination of the project with the Program Manager and local, State, and Federal agencies. Authorized local, State, and Federal agencies will also provide staff to the Demolition/Debris Management Center to assure a proper level of coordination. The Demolition/Debris Management Center will be the primary point of contact for the Program Manager.

The response of the Consultant to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the City shall have the means to be reimbursed for all eligible disaster recovery costs for appropriate Federal, State, and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Work Authorization. (Notice to Proceed)

Within twenty-four (24) hours of the Work Authorization, the Consultant shall provide an adequate number of professionals and qualified personnel to monitor debris loading and debris management sites. The Consultant shall also provide roving monitors as needed and dictated by demands of the City. The Consultant shall be required to increase its staffing from this point depending upon the severity of the demolition/debris generating. At a minimum, the Consultant shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the demolitions/debris haulers. The Consultant shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the City.

Scope of work to include, but not be limited to:

- Provide disaster monitoring services of all Orleans Parish demolition/debris removal.
- Scheduling work for all contractors on a daily basis.
- ~~Hiring, management and coordination of all field staff.~~
- Record keeping of all demolition/debris quantities.
- Develop & manage cost tracking software program for each project, correctly, code and process invoices, provide monthly cost analysis report.
- Certification of all debris/demolition contractor equipment.

- Conduct environmental safety audits & inspection.
- Facilitate continuous improvement effort.
- Ensure corrective action in case of QC problem.
- Coordination with the City to respond to all problems including complaints from resident, business owners, etc.
- Document required repairs to all roadways, sidewalks utilities, drainage structures and other feature not designated for demolition or removal which are damaged by demolition/debris operations.
- Contact the local utilities companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV and any other utility service to the nearest acceptable point.
- Assisting various City Departments as necessary to facilitate the proper approvals for debris removal and demolition.
- Require demolition contractor to complete the pre-demolition checklist. Coordinate decommissioning of all structures prior to demolition with the demolition contractor.
- Provide updates for news media as required.
- Provide the City with daily updates on progress.
- Assist with other cost recovery efforts, as requested by the City.
- Total quantity, reconciliation with the City, State, FEMA, and/or any other funding entity.

The Consultant shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the City.

Monitoring shall be done in compliance with FEMA, State, Local and other funding agency guidelines.

The Consultant shall employ and maintain on the work site(s) a qualified accessible project manager(s), safety manager (s), quality control manager (s) operation manager(s) debris manager(s), demolition manager(s), special mission manager(s) or liaison officer(s). At least one (1) accessible and designated project manager or liaison officer in the area of operation shall have full authority to act on behalf of Consultant and its subcontractors and all communications given to the project manager or liaison officer in writing by the City of New Orleans authorized representative shall be as binding if given to the Consultant.

II. Monitoring Services

The Consultant shall insure that the demolition/ debris contractor provides all labor and equipment necessary to complete the work identified. No explosives will be permitted. The structures and contents are considered to have no salvage value, except as specified in the Work Order. Activities required prior to starting demolition are:

Demolition shall not begin on structures without a Contracting Officer's Representative (COR) or designated representative approval. Consultant shall require the demolition/ debris contractor to perform a visual check of the structures immediately prior to demolition to insure that the properties are vacated.

Prior to demolition of each structure, the Consultant shall require the debris contractor to complete the pre-demolition checklist. Structures shall be decommissioned prior to demolition. The decommissioning of a structure shall consist of a hazardous substance assessment and the subsequent removal. Anticipated hazardous substance waste streams include, but may not be limited to: household hazardous waste, white goods, electronic waste, special waste, universal waste, and asbestos containing materials (ACM). While assessment, documentation, and removal of all waste streams during the demolition process is required, performing ACM inspections, surveys, analysis, removal, and reporting in conformance with LA DEQ ACM Guidance for Hurricane Demolition Debris is essential for compliance and managing risk associated with this work. Potential asbestos-containing building materials (ACBMs) will be inspected for as a part of this process. Inspections will include a visual assessment of suspect material, quantification of materials and collection of material bulk samples to verify the presence of asbestos. Sample methods will be in accordance with the applicable LESHAP standard. Consultant shall require the demolition/ debris contractor to provide all equipment, materials, analyses, instruments, and labor to perform this work in accordance with LA DEQ guidance. Consultant shall require the demolition/ debris contractor to complete removal of hazardous substance waste streams in no more than two work days after assessment of materials has been completed, unless the contracting officer provides written authorization for increased work durations. ACM removal crew size and composition shall be submitted to the Contracting Officer in the proposal. Certain hazardous substances may require special handling consequently more time to remove safely in accordance with law.

Consultant shall require the demolition/ debris contractor to contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. Consultant shall require the demolition/ debris contractor to take reasonable care and ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. Consultant shall document utilities damaged as the result of demolition/ debris contractor's negligence.

Monitoring services to be provided under the proposed contract shall include, but not be limited to the following:

- (A) The Consultant(s) shall provide assistance in developing City of New Orleans Debris Management and Removal Plan Specified to the emergency event.
- (B) The Consultant(s) shall provide training of selected City staff in essential debris management, monitoring, and collection functions to insure appropriate interface with staff of demolition/debris Contractors and City, State, and Federal agencies.
- (C) The Consultant(s) shall provide field monitors to ensure that only eligible debris is being removed and to check and verify information on debris at Temporary Debris Storage Reduction Sites (TDSRS) located or developed throughout City of New Orleans or the region, if necessary, as approved by the City.
- (D) The Consultant(s) shall provide assistance with hiring, scheduling, dispatching and logistical operations of the field monitors assigned to work areas of storm debris collection. This assistance will include, but not be limited to:
 - Recruiting, hiring, training, deploying, and supervising properly equipped monitors;
 - Establishing daily schedules for monitors;
 - Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service;
 - Maintaining records of demolition/debris contractor's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated City staff or as required by State, Federal, or other involved agencies;
 - Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking;
 - Coordinating with City personnel to respond to problems in the field to include residential and commercial property damage claims in the process of demolition/debris removal;
 - Establishing a telephone claim reporting system with a local or toll free number and provide staff for the professional management of receiving complaints, inquiries, and/or damage claims;
 - Investigating and documenting damage of other claims;
 - Surveying the affected areas for special situations or emergency needs to include, but not be limited to, identifying tree stumps, root balls and associated cavities, hazardous trees (including leaners hangers), construction and demolition/debris, or other potentially hazardous situations;
 - Maintaining a list of potentially hazardous locations and situations, coordinating and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and

making frequent reports to the City regarding the hazard, remedial action, and post-event status;

- Recording on a map the streets where demolition/debris has been collected;
- Performing other duties as directed by designated City personnel.

(F) The Consultant(s) shall collect baseline environmental data according to local, State, and Federal agency requirements from the designated emergency debris management sites prior to the opening of these sites.

(G) The Consultant(s) shall assist the City in obtaining necessary local, State, and Federal permits for the designated emergency debris management sites.

(H) The Consultant(s) shall conduct ongoing environmental data collection per local, State and Federal requirements for the designated emergency demolition/debris management.

(I) The Consultant(s) shall provide technical, clerical, and information technology consultation assistance to the City in completing any and all forms necessary for reimbursement of fees and costs from local, State, or Federal agencies, including the Federal Emergency Management Agency of the Department of Homeland Security, the State of Louisiana, the Federal Highway Administration, the Department of housing and Urban Development, or private insurance carriers relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests; preparation and submittal of any and all necessary cost documentation and substantiations; preparing replies to any and all agency requests, inquiries, or potential denials; and preparing potential decision appeals.

(J) The Consultant(s) shall review and validate Demolition/Debris Removal Contractor(s) invoices prior to submission to the City for processing.

(K) The Consultant(s) shall assist City staff in conducting an annual tabletop exercise(s) to determine the adequacy of the demolition/debris removal plan and debris management process.

III. Personnel

The Demolition/Debris Monitoring Team to be provided by the Consultant(s) shall include, but not be limited to, the following positions:

- (A) **Project Manager/Liaison Officer:** The primary functions of the Project Manager/Liaison Officer shall be to manage and supervise the demolition/debris monitoring services provided by the Consultant(s) and to serve as liaison between the Demolition/Debris Manager and the Consultant(s).
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(B) **Supervising Monitors:** The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris is being removed from designated public right-of-ways and public property within assigned debris pickup zones;
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors;
- Provide breaks to monitors;
- Coordinate, research, and make recommendations on damage claims to the Debris Manager;
- Maintain positive public relations in regard to individual complaints;
- Compile and complete necessary reports;
- Investigate and resolve complaints of residents within the limits of the contract;
- Coordinate daily with the Debris Hauler;
- Coordinate daily operations of monitors.

(C) **Loading Site Monitors:** The loading site is the physical field operation location of debris removal trucks. The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the demolition/debris Management Center and to verify that only eligible debris is being removed from designated eligible sites within assigned debris pickup zones in the City of New Orleans. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).

(D) **Management Site Monitors:** The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the demolition/debris management site for processing, storage, and disposal. Management Site Monitors shall verify that all trucks leaving the Management Site have completely emptied all debris from the trucks.

(E) **Roving Monitors:** The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in the City of New Orleans. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers).

(F) **Demolition/Debris Management Consultant**

- The Consultant(s) shall provide, if requested by the City, the services of an experienced professional Consultant to assist the city in the operations and coordination of activities at the Demolition/Debris Management center. The qualified individual must have direct Demolition/Debris Management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.

- The Consultant shall report to the City Demolition/Debris Manager. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans, and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.
- The City Demolition/Debris Manager will issue a task order to mobilize the Consultant. The Consultant shall be available on site at the demolition/debris Management Center for a minimum of two (2) weeks following mobilization. The Demolition/Debris Manager shall establish the service requirements and length of time those services are needed based on needs of the City.

(G) Grant Management Consultant:

- Provide general grant management advice
- Assist in the development of a disaster-recovery team
- Assist in the development of comprehensive recover strategy
- Provide advice to disaster-recovery team as appropriate and participate in meetings
- Prepare draft correspondence to State and FEMA as necessary
- Assist in the development of mitigation proposals under Sections 404 and 406 of the Stafford Act
- Help coordinate Request for Time Extensions.

Eligibility Tasks:

- Review eligibility issues, and work with the City to develop justifications for presentation to FEMA and the State
 - Attend meetings with the City, State and FEMA to negotiate individual Project Worksheets as needed
 - Assist City departments with compiling and summarizing Category A through G costs for presentation to FEMA and the State
 - Assist the City to prepare Project Worksheets for small and large projects based upon information provided by the departments
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- Provide oversight to departments having difficulty with their claims
 - Assist in determining if any eligible damages have been made quantified and presented to inspectors/Project Officers

- Work with the City to resolve disputes that may arise
- Address issues related to inter-agency funding conflicts
- If the City disagrees with FEMA determinations, assist to strategize and write appeals.
- When the City has completed all projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for State/FEMA final inspections and audits, and participate in exit conferences with State/FEMA.

Allowability Tasks:

- Assist City in developing approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared to date by departments
- Assist in capturing and summarizing eligible costs for selected department

Engagement Management Tasks:

- Prepare program management plan
- Prepare Flash Reports
- Attend status meetings
- Prepare invoices and support documentation

(H) Contract Manager

- Administer the on-site administration, purchasing, cost tracking, human resources accounts payable, invoicing, and information technology functions
- Direct Interaction with Government Customer on all Contract Administration Issues
- Field Change Notice (FCN) Submission, Negotiation, and Administration
- Government Property Administration
- Support of Program Manager and Project Managers on all Contracting Issues
- Training of Personnel on Contracting and Procurement Related Issues
- Oversight of SCA, DBA, and DBE Compliance
- Proposal Support (including submission of cost estimates) to ensure compliance with all contract T&C's (including FAR/DFAR) and any specific Contracting Officer requirements

(I) Cost/Billing Manager

- Receive and distribute vendor' invoices for approval.

- Process vendors' invoices for payment.
- Review invoices for coding and amount accuracy.
- Review and check the weekly voucher edit report for accuracy and make adjustments and corrections.
- File the vendors' invoices and maintain the folders.
- Resolve and handle vendors' problems and issues, receive vendors' phone calls.
- Develop and manage the cost tracking software program for each project, correctly code and process invoices, provide monthly cost analysis reports, reconcile project costs with vouchers, maintain project expenditure files.

(J) Health & Safety Manager

- Management of corporate health and safety program
- Conduct environmental safety audits and inspections
- Provide OSHA recordkeeping/medical surveillance monitoring
- Development and review of site safety and health plans
- Provide assistance in the development of government proposals
- Support CIH in company's industrial hygiene program.
- Function as a Site Safety & Health Officer for environmental remediation projects.
- Conduct safety training for company employees (i.e. HAZWOPER, HAZCOM, confined space entry, respiratory protection)

(K) Logistics Coordinator

- The Logistics Coordinator provides all resources and support for the response operation, including procurement, delivery arrangements, and deployment of the resources. Resources may include facilities, transportation supplies, equipment maintenance, food/ water /shelter, staffing support, and any services and material in support of the incident.
- The Logistics Coordinator ensures that all emergency expenses are tracked by site, and that complete and accurate records are provided for OES/FEMA Documentation, using the accounting system specified by the Finance Coordinator. In small incidents the Logistics Coordinator may also be responsible for financial and cost analysis aspects of the incident.

(L) Quality Control Manager

- Maintain ISO 9001:2000 certified quality management system.
- Ensure that processes needed for the quality management system are established, implemented and maintained.
- Schedule, conduct and report internal quality system audits.
- Guide process improvement team to ensure processes are reviewed for continual improvement.
- Collect and analyze production data to enable trend analysis.

- Provide effective communications and interactions.
- Interact with customers and suppliers on quality related issues including quality audits.

IV. Employment Requirements

(A) The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Consultant as well.

(B) All Loading Site, Management Site, Roving, and Supervising Monitors must speak English, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.

(C) All Loading Site, Management Site, Roving, and Supervising Monitors must have experience in at least one of the following:

- Entry level engineer
- Solid waste site operations
- Construction inspector
- Land clearing operation
- Entry level surveyor
- Solid waste collections
- Previous experience in similar monitoring or inspection

(D) All Loading Site, Management Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of ten (10) feet high.

(E) All Loading Site, Management Site Roving, and Supervising Monitors must attend a one-half day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Consultant(s) and must be approved by the City.

V. Operation Requirements

(A) General Operating Procedures: The City has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within the City of New Orleans to designated debris management sites. Each load of eligible debris shall be tracked using a multi-page load ticket. ~~The Debris Hauler or the Demolition/Debris Management Center shall provide the load tickets to be used.~~ The load tickets shall be inventoried and logged by the Consultant(s).

(B) Within forty-eight (48) hours of the issuance of the Work Authorization, the Consultant(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout the City of New Orleans. Additional sites must be added as debris removal efforts increase. The Consultant(s) must be prepared to provide a minimum of one (1) Loading Site Monitor per site per day at a minimum of twelve (12) hours per day, six (6) days per week subject to increase and decrease as needed. The Demolition/Debris Manager will determine the exact number and location of management sites in coordination with the debris removal contractor.

(C) The Consultant(s) must be prepared to provide Roving Debris Monitors as needed to monitor and verify eligible debris removal functions. The Roving Debris Monitors must be prepared to operate a minimum of twelve (12) hours per day, six (6) days per week subject to increase and decrease as needed. The Demolition/Debris Manager will determine the exact number and location of Roving Demolition/Debris Monitors in coordination with the debris removal contractor and the Consultant(s).

(D) The Consultant(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Management Site Monitors, and the Roving debris Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of twelve (12) hours per day, six (6) days per week. Supervising Monitors are generally limited in number. The exact number will be determined by the type to operation and by the Debris Manager with the advice of the Consultant(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes:

- One (1) OVERALL SUPERVISOR to coordinate with the Debris Manager on a daily basis
- One (1) SUPERVISOR for each fifteen (15) monitors.
- One (1) SUPERVISOR to coordinate office activities and supervise & manage damage investigation.

Specialty recovery operations (e.g. demolition programs) may require more experienced personnel constituting a lower ratio of Supervisors to monitors.

(E) The Consultant(s) shall provide all management, supervision, labor, logistical support, transportation, mobile communication equipment, computer equipment, safety equipment, digital cameras, video cameras, and other equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times.

(F) The Consultant(s) shall maintain and update the following:

- Log damages reported, damage corrections, and releases for work by either the property owner or the City;

- Log tickets inventoried; issued and/or voided;
- Tower logs of ticket information;
- Map books issued by the City, marking work complete with date and daily log of activities; and
- Log ineligible debris piles.

(G) **Monitoring Sites:** The Consultant(s) may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal contractor and coordinated with the Demolition/Debris Management Center the day beginning the work. The "Control Points" must be kept to a management site. The Consultant(s) must be prepared to provide a minimum of two (2) Loading Site Monitors to be stationed at each "Control Point". As debris loads are completed, the Debris Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Demolition/Debris Management Site Monitor will estimate the volume of debris hauled at the debris management site.

VI. Safety and Health Standards

- (A) All personnel of the Consultant(s) must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements.
- (B) The Consultant(s) shall maintain a telephone contact list at each loading site and debris management site of the employees' supervisor, Demolition/Debris Manager, Demolition/Debris Management Center and nearest fire, police, and emergency medical facilities.
- (C) The Consultant(s) shall ensure that personnel of the Consultant(s) adhere to all appropriate site safety requirements.

VII. Other Considerations

- (A) The Consultant(s) shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Consultants personnel and equipment is the responsibility of the Consultant(s). Additionally, the Consultant shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.
- (B) The Consultant(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.

(C) The Consultant(s) shall be responsible for determining what permits shall be necessary to perform Consultant's work under the proposed contract. Copies of all

permits shall be submitted to the demolition/debris Management Center before commencing work.

(D) During the performance of this contract, the Consultant(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Consultant(s) or its subcontractors. Corrections for any such violations shall be at no additional cost to the City.

(E) The Consultant(s) shall be responsible for paying and all costs associated with violations of law or regulations relative to activities of the Consultant(s). Such costs might include but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Consultant(s), its subcontractors, or any other persons, corporations or legal entities retained by the Consultant(s) under this contract.

(F) The Consultant(s) must attend all meetings required by Demolition/Debris Management to evaluate the performance of all monitors or to discuss any open contract issues.

(G) The Consultant(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the proposed contract.

(H) Consultant(s) will supply door hangers and tags for ineligible debris. The City must approve the format for both. Door hangers will be distributed at the discretion of the city for all ineligible debris piles.

(I) The Consultant(s) shall develop a policy and procedure manual and training course for monitors. The manual and training course must be submitted for approval by the City within sixty (60) days from notification of Notice to Proceed. Approval must be received prior to contract signing.

(J) Annually, the debris hauler will present a daylong course in disaster recovery, policy and procedure. The Consultant(s) shall attend and participate in this course.

(K) It shall be the responsibility of the Consultant(s) to certify that the Debris Hauler has collected all eligible debris in accordance with the City, State, and Federal policies within specified geographical areas and prior to specified City timeframes. The Consultant(s) shall be responsible for any management or inspection related services associated with the collection of eligible debris that was available for collection prior to the deadline however was not collected prior to the specified deadline established by the City. For example, if the Debris Hauler certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or only some of the debris on Street X has not been collected during a specified timeframe or prior to a specified

deadline, the Consultant(s) shall provide the personnel to oversee the removal of uncollected eligible debris on Street X at no cost to the City.

- (L) The Consultant(s) shall not direct the activities of the Debris Hauler unless directed in writing by the Demolition/Debris Manager.

VIII. Deliverables

(A) The deliverables must be provided to the City at the completion of the contract. The deliverables shall include, but not be limited to, the following list. At its sole discretion, the City may add/or delete deliverables to meet the needs of the City.

- Original load tickets shall be boxed, bound by date and sorted by ticket number.
- Ticket logs including all information from ticket
- Daily tower logs
- List of all personnel with signatures and initials
- Binder(s) with damage reports, completed repairs, and releases, if applicable.
- Binder(s) with issues and final resolution.
- Map books boxed by pass with daily logs.
- List of tickets issued to monitors, by monitor, and list of lost/voided tickets.
- Each debris removal pass may, at the discretion of the City, have a door hanger placed at each residence or street sign hanger placed at key intersections to indicate pickup has occurred. A report describing the location of hangers shall be provided to the City.
- Each pile of ineligible debris will be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.
- Daily Report - The Consultant(s) shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the demolition/debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the Demolition/Debris Manager. Each daily report shall contain the following minimum information:
 - (a) Correctly and accurately completed load tickets consistent with all reporting documents;
 - (b) The times of operation of all debris loading trucks;
 - (c) Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
- Final Report - A final report will be prepared by the Consultant and submitted to the Public Works Director within (30) days of completion of recovery operations. Recovery Operations includes closure and remediation of TDSRS and conclusions of all related operations. At a minimum this report will include: a discussion of disaster response requirements, results and recommendations for future disaster response.

(B) All deliverables will be submitted both electronically in a PDF format and on paper.

(C) The Consultant(s) shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Louisiana Public Disclosure Statutes.

IX. Payment

(A) Consultant will perform the services herein on a time and materials basis with payment determination calculated by multiplying the hours of services rendered for individual personnel categories by the hourly billing rates shown in Consultant's hourly rate schedule (attached) plus City approved incidental expenses.

(B) All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, overhead, profits and any other non-incidental expenses necessary to the execution of the contract..

(C) No administrative, reporting and/ or clerical expenses will be paid; Supervisory, record keeping, reporting, quality control, and verification/ validation expenses are to be burdened to labor rates for Project Manager, Supervising Monitors, Loading Site Monitors, and/ or the Debris Management Consultant. .

Billable time for field operations personnel shall be limited to hours when debris hauling trucks are in operation. The Demolition/Debris Manager shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets. Project personnel shall be signed in and out to the nearest half hour.

(D) All load tickets, forms, reports, and other deliverables shall be accurately and correctly submitted in the initial instance of submittal by the Consultant to the City to substantiate debris contractor payments. The Consultant(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable prepared by Consultant after submittal to City.

(E) No overtime rates will be paid. The demolition/debris Management Consultant will be compensated for actual hours worked at straight time.

(F) Payment Schedule - Invoices will be processed for payment only after approval by the Debris Manager which shall not be unreasonably withheld. The Consultant(s) shall be responsible for reviewing the debris/demolition hauler's deliverables and

invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Demolition/Debris Manager.

(G) Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/ or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a city-wide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or Consultant(s). The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the execution of this contract. Consultants may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The City reserves the right to be sole judge in determining whether an expense is considered incidental to the execution of this contract.

Consultant shall cooperate with City and any other contractors providing services to City as needed.

Section 2. Standard of Care. Consultant hereby represents and attests that it has the requisite skills and expertise necessary to perform the Services. Accordingly, Consultant shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which Consultant is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Consultant acknowledges and agrees that, at City's option, Consultant shall be obligated to re-perform, at no additional cost to City, any or all of the Services that fail to satisfy the foregoing standard of care.

Section 3. Services to be Performed by City. City shall perform each of the following services as set forth in this Article:

- A. Provide administration of the Agreement through the Office of Recovery Development; and
- B. Provide access to all personnel and records deemed necessary for the performance of the Services by Consultant.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 1. Representations and Warranties of City. City represents and warrants that:

- A. City has the legal authority to enter into this Agreement; and

- B. The undersigned Mayor has the authority to execute this Agreement on behalf of City.

Section 2. Responsibilities of Consultant. Consultant represents and attests that:

- A. Consultant has not employed or retained any entity or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement nor has Consultant paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting Consultant in securing this Agreement. Consultant acknowledges its understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in City contracting for a period of not less than three years. The execution of this Agreement by Consultant's duly authorized representative shall be deemed a sworn statement by Consultant of its compliance with this representation and warranty, as required by City Code Section 46-51. Consultant further warrants Consultant's compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) and all subcontracts and sub grants for construction or repair;
- B. Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Consultant in accordance with its terms;
- C. Consultant is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. In accordance with Article I, Section 2, Consultant has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Services and Consultant, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
- E. As of the Effective Date of this Agreement, Consultant has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
-
- F. Consultant is not in breach of any federal, state or local statute or regulation applicable to Consultant or its operations;

- G. In accordance with Article I, Section 2, Consultant's work shall be accurate and free from any material errors. Consultant's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by City nor shall Consultant be released from liability by reason of such approval by City—it being understood that City, at all times, is ultimately relying upon Consultant's skill and knowledge in performing the Services;
- H. Consultant is bonded, if required by law, and insured for the injury of its employees and any others incurring loss or injury as a result of the actions of Consultant or its employees or subcontractors in the performance of its obligations under this Agreement;
- I. Consultant in the performance of the Services will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) for all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.
- J. Consultant, in the performance of the Services will adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and
- K. Consultant has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE III COMPENSATION

Section 1. Rate of Compensation. City shall compensate Consultant in accordance with the hourly billing rates outlined in Section 6 of Consultant's proposal in response to the RFP which is attached to this Agreement as "Exhibit 1" and made part of this agreement hereto for the performance of the Services. City shall not be liable for any costs or expenses paid or incurred by Consultant in the performance of the Services, unless included in the Scope of Services of this agreement or as otherwise requested by City.

Invoices shall be payable within 60 days of the City's approval of said invoices. City and consultant agree to cooperate and work in good faith to expeditiously resolve payment issues associated with any disputed charges.

Section 2. Truth-In-Negotiation. As of the Effective Date of this Agreement, Consultant represents and attests that the rates charged City as set forth in this Article III for the performance of the Services are no higher (when considering all labor and expense costs of the Consultant) than those charged Consultant's most favored customer for the same or substantially similar services. In the event Consultant's "most favored customer" rates are reduced during the term of this Agreement, Consultant shall be obligated to promptly notify City of such reduction in writing, and such reduced rates shall apply to any services provided on or after the date that Consultant first reduced such rates. City shall have the right to enforce this provision for up to one (1) year following the termination of this Agreement.

Section 3. Detailed Monthly Invoices. As a prerequisite to payment, Consultant shall submit to City monthly invoices describing in detail, at a minimum, the services performed and time expended in the performance of such services.

Section 4. Maximum Compensation; Subject to Appropriation. City's obligation to compensate Consultant hereunder shall not at any time exceed the maximum compensation, in the aggregate, of \$11,087,790.96. Further, all compensation owed Consultant pursuant to this Agreement is contingent upon the appropriation and allocation of funds by City.

Section 5. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of City are not authorized to request Consultant to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. City shall not be required to reimburse Consultant for any services that are provided by Consultant that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

Section 6. No Payments in Excess of Maximum Compensation. Officers and employees of City are not authorized to offer or promise to Consultant additional funding for the contract in excess of the maximum amount of funding set forth above. Additional funding for services provided under this Agreement, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such increase and the Department of Finance has certified the availability of such additional funding. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the Department of Finance, City shall not be required to honor—and will not remit to Consultant—any offered or promised additional funding for any of the Services performed pursuant to this Agreement in excess of the maximum amount set forth above.

ARTICLE IV TERM

Section 1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of twelve months, ending on 11/28/08. It is understood and

acknowledged by Consultant that the Services described above are expected to be completed within this time period.

Section 2. Renewal. At the option of City, this Agreement may be renewed on an annual basis for no longer than five one-year periods, provided that (A) additional funding, if required, is allocated by City and incorporated herein by a duly authorized amendment to this Agreement and (B) the renewal of this Agreement will facilitate the continuity of the services described herein.

ARTICLE V NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Consultant Shall Not Discriminate. In the performance of this Agreement, Consultant agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any City employee working with Consultant in any of Consultant's operations within Orleans Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Consultant. Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Section 2. Equal Employment Opportunity. Consultant further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Consultant. Further, Consultant agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Consultant agrees all solicitations or advertisements for employees placed by or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Section 3. Contract Work Hours. Consultant agrees that all Services under this Agreement will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor

regulations (29 CFR Part 5). For construction contracts awarded by City in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.

Section 4. Davis-Bacon Act Compliance Unless duly suspended or revoked, Consultant will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) for all construction under this Agreement in excess of \$2000 awarded by City when required by Federal grant program legislation.

Section 5. Subcontracts. Consultant shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Consultant's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE VI INDEMNIFICATION

Section 1. Duty to Indemnify City Against Loss. To the fullest extent permitted by law, Consultant shall protect, defend, indemnify and hold harmless City, its agents, elected officials and employees (collectively, the "Indemnified Parties") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by Consultant or any subcontractor or (b) any act outside the scope of the Services by Consultant or any subcontractor. By way of illustration—not limitation, Consultant's obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by Consultant: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by Consultant and (iv) liens, claims or actions made by Consultant, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

Section 2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary herein, Consultant shall not be required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Consultant or any subcontractor did not contribute to such gross negligence or willful misconduct.

Section 3. Independent Duty to Defend. Consultant specifically acknowledges and agrees that it has an immediate and independent obligation to, at City's option, (a) defend City from or (b) reimburse City for its costs incurred in the defense of: any claim that actually or potentially falls within this Article VI, even if the allegations are or may be groundless, false or fraudulent. This obligation shall remain in full force and effect even if Consultant is ultimately absolved from liability.

Section 4. Expenses. All expenses, including, without limitation, reasonable attorney fees, incurred by City in enforcing this Agreement shall be borne by Consultant.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS

Section 1. Independent Contractor Status. Consultant shall not be deemed an employee, servant, agent, partner or joint venturer of City. Rather, Consultant herein expressly acknowledges and agrees that it is providing services exclusively as an independent contractor to City, as such term is defined in La. Rev. Stat. 23:1021(6). As such, Consultant agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of City. Further, Consultant acknowledges and agrees that, as an independent contractor, neither Consultant nor any of its employees shall be entitled to receive any benefits that employees of City are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to City under this Agreement.

Section 2. No Withholding; Form 1099 Reporting. Consultant understands and agrees that (a) City will not withhold on behalf of Consultant any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that City will not make available to Consultant any of the benefits afforded to employees of City; (b) all of such withholdings and benefits, if applicable, are the sole responsibility of Consultant; and (c) Consultant will indemnify and hold City harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges Consultant's independent contractor status, both Consultant and City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. Consultant acknowledges that all compensation paid to Consultant pursuant to this Agreement will be reported annually by City to the Internal Revenue Service on Form 1099.

Section 3. No Control of Method of Performing Services. City is interested only in the results obtained under this Agreement. With regard to Consultant's performance of the Services, nothing herein shall be construed as giving City control over (a) the manner or method of Consultant's performance or (b) the professional judgment of Consultant with respect such performance. City waives any rights to direct, instruct or control Consultant as to the manner in which Consultant achieves the general and specific objectives, except that Consultant agrees to perform the Services in a manner designed to minimize delay, duplication of efforts, redundancy and expenses, including, without limitation, Consultant's compensation. In sum, Consultant agrees and shall be obligated to perform the Services in the most expeditious and economical manner consistent with the interests of City.

ARTICLE VIII GOVERNING LAW, JURISDICTION AND VENUE

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related to this Agreement, Consultant hereby consents and yields to the exclusive jurisdiction and venue of the Civil District Court for the Parish of Orleans and expressly waives any (A) pleas of jurisdiction based upon Consultant's residence and (B) right of removal to federal court based upon diversity of citizenship.

ARTICLE IX RETENTION, ACCESS AND OWNERSHIP OF RECORDS

Section 1. Retention. Consultant agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession for a period of five (5) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as City may deem necessary, Consultant shall make all data, records, reports and all other materials relating to this Agreement available to City for examination and copying. In addition, Consultant shall permit City to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable City to verify the accuracy of Consultant's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by Consultant in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of City, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of City. City shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of City. All such Work Product may be used and distributed for any purpose deemed appropriate by City without the consent of and for no additional consideration owing to Consultant.

ARTICLE X TERMINATION

Section 1. Termination for Cause. City and Consultant shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the

termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 2. Termination for Convenience. City and Consultant shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event City elects to terminate for convenience, City shall be obligated to pay Consultant only for those Services performed up to and through the date of termination.

Section 3. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with OMI investigations, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE XI INSURANCE

Upon the execution of this Agreement, the Consultant shall (within 5 days) furnish the City with satisfactory evidence that it has in force and effect, and shall keep in force and effect for the period beginning from the date of this Agreement and ending at completion of all services, insurance policies protecting the Consultant and/or the City against claims arising out of the Work:

A. Workers' Compensation and Employer's Liability insurance shall be purchased and maintained with a company or companies authorized to do business in the State of Louisiana and which meets the minimum requirements as defined in the Louisiana Revised Statutes. Employer's Liability Insurance shall have a minimum limit of \$1,000,000 per accident or injury. In the case of any subcontractors, the Consultant shall require Subcontractors to provide similar insurance unless it is the Consultant's intent that such insurance be afforded under the Consultant's policies. The policy shall contain:

1. A Waiver of Subrogation to cover both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract;
2. An Alternate Employer endorsement in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, volunteers, and employees [WC 00 03 01];

3. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

B. Commercial General Liability insurance shall be purchased and maintained with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The insurance shall include personal injury, premises and operations coverage as well as completed operations coverage. The limits shall be on a per project basis. With respect to products and completed operations insurance, this insurance shall remain in effect for at least two (2) years after completion. Upon request, the Consultant shall furnish the City with certified copies of the required insurance policies required herein.

The policy shall include Contractual Liability coverage, insuring the indemnity provisions of this Agreement entitled "Indemnification." The policy shall contain:

1. An Additional Insured endorsement naming The City of New Orleans, its elected and appointed officials, agents, directors, servants, volunteers, and employees [CG 2026 (edition 11 85) or equivalent];
2. A Waiver of Subrogation to cover both written and oral contracts to be provided in favor of the City of New Orleans, its elected and appointed officials, agents, directors, servants, volunteers, and employees;
3. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

C. Commercial Automobile Liability insurance shall be purchased and maintained with a Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain

1. Coverage for all Owned, Non-Owned and Hired Automobiles;
2. An Additional Insured endorsement naming The City of New Orleans, its elected and appointed officials, agents, directors, servants, volunteers, and employees;
3. A Waiver of Subrogation to be provided in favor of the City of New Orleans, its elected and appointed officials, agents, directors, servants, volunteers, and employees.
3. Thirty (30) days prior written notice of cancellation, non-

renewal or adverse material change.

The Consultant shall purchase in its name and maintain insurance with a company or companies with a reliable rating (having at least an "A" or better financial rating and a class 6 (VI) or better General Policyholders rating according to the latest A.M. Best Company report.) These companies must be acceptable to and approved by the City, licensed and authorized to do business in the State of Louisiana. This insurance shall protect him from claims which may arise out of or result from the Consultant's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, non-renewed or materially changed until at least (30) days prior written notice has been given to the City.

ARTICLE XII NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to City: Veronica White, Director
 City of New Orleans
 Department of Sanitation
 1300 Perdido Street, Suite 1W03
 New Orleans, Louisiana 70112

and Penya M. Moses-Fields, City Attorney
 City of New Orleans
 City Attorney's Office
 1300 Perdido St. Suite 5E03
 New Orleans, LA 70112

If to Consultant: Charles M. McLendon, President/ COO
 Beck Disaster Recovery, Inc.
 800 North Magnolia Avenue, Suite 400
 Orlando, FL 32803

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and Consultant.

ARTICLE XIII DISADVANTAGED BUSINESS ENTITIES

- a. DBE Program Compliance. Consultant agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Consultant's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program.

Consultant agrees to abide by the terms of the Form DBE-1 which is attached hereto as "Exhibits 2 & 3" and made a part of this Agreement.

- b. DBE Compliance Reporting. Consultant agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:
- i. The name and business address of each DBE involved in the contract;
 - ii. A description of the work performed and/or the product or service supplied by each DBE;
 - iii. The date and amount of each expenditure made to a DBE; and
 - iv. Such other information as may assist the DBE Compliance Officer in determining Consultant's compliance with the DBE Program and the status of any DBE performing any portion of the contract.
- c. Access to Books and Records. Consultant agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

ARTICLE XIV GENERAL PROVISIONS

Section 1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 2. Conflict of Interest. Consultant agrees to decline any offer of work, whether as an independent contractor or employee, if such work would (a) affect Consultant's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with Consultant's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present

such a conflict of interest shall rest with Consultant. However, Consultant shall be obligated to notify City and provide full disclosure as to any possible adverse effects of such work as it relates to Consultant's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with the City Attorney of the City of New Orleans.

Section 3. Compliance with Laws; Duty to Notify of Wrongdoing; Cooperation with OMI. In performing the Services, Consultant shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. Consultant shall be obligated to immediately notify City Attorney of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement. Upon request of City's Office of Municipal Investigation ("OMI"), Consultant shall fully cooperate in any OMI investigation by furnishing any documents, records or other testimonial evidence pertinent to such investigation.

Section 4. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 5. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 6. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against City or Consultant on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 7. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 8. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 9. Time is of the Essence. City and Consultant each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 10. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, Consultant shall be free to provide services to other clients, and City shall be free to engage the services of other contractors for the provision of some or all of the Services set forth in this Agreement.

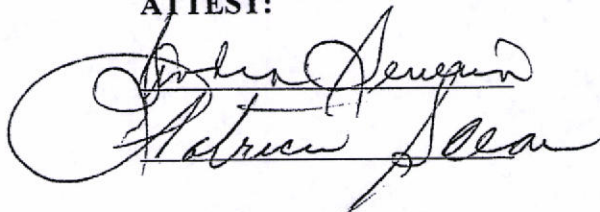
Section 11. Prohibition Against Financial Interest in Agreement. No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by City and shall entitle City to recover, in addition to any other rights and remedies available to City, all monies paid by City to Consultant pursuant to this Agreement without regard to Consultant's satisfactory performance of such Services.

Section 12. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

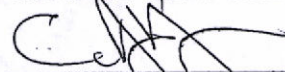
Section 13. Complete Agreement. Consultant specifically acknowledges that in entering into and accepting this Agreement, Consultant relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

ATTEST:



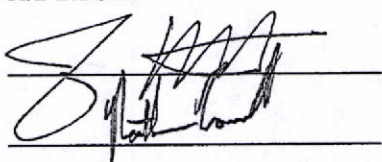
CITY OF NEW ORLEANS



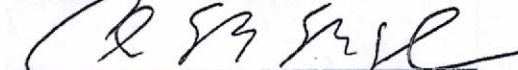
BY: C. RAY NAGIN, MAYOR

DATE: 11-30-07

ATTEST:



BECK DISASTER RECOVERY, INC.

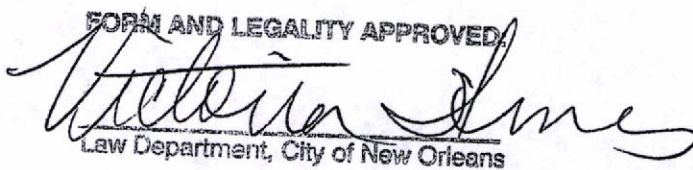


BY: CHARLES M. MCLENDON,
PRESIDENT/ COO

DATE: 11/28/07

TAX I.D.# 91-2080979

FORM AND LEGALITY APPROVED



Law Department, City of New Orleans

K08-951 9

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BECK DISASTER RECOVERY, INC.

THIS AGREEMENT, made and entered into this 1st day of ~~November~~ ^{DECEMBER}, 2008, by and between the City of New Orleans, represented by C. Ray Nagin, Mayor, ("City") and Beck Disaster Recovery, Inc., herein represented by Charles M. McLendon, President ("Contractor"), witnesses that,

WHEREAS, on November 30, 2007, the City and the Contractor entered into an agreement for professional legal services relating to various legal services for the City, and

WHEREAS, pursuant to that agreement, and to facilitate the continuity of services thereunder, the parties desire to extend the agreement through July 30, 2009, authorizing additional funding thereunder;

NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

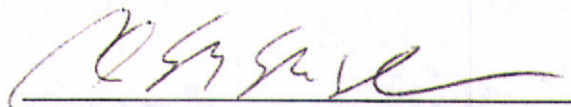
1. The termination date of the said agreement is extended to July 30, 2009.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated November 30, 2007, as amended, save the above and foregoing changes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

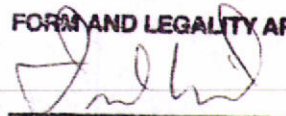
CITY OF NEW ORLEANS

BECK DISASTER RECOVERY, INC.


By: C. RAY NAGIN, MAYOR


By: CHARLES M. MCLENDON, PRES.
Tax ID no. 91-2080979

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans
FRED WILCOX

2

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BECK DISASTER RECOVERY, INC.**

THIS AGREEMENT, made and entered into this 1st day of June, 2009, by and between the City of New Orleans, represented by C. Ray Nagin, Mayor, ("City") and Beck Disaster Recovery, Inc., herein represented by Charles M. McLendon, President ("Contractor"), witnessed that,

WHEREAS, on November 30, 2007, the City and the Contractor entered into an agreement for professional ~~legal~~ services relating to various ~~legal~~ services for the City, and

program management *program management*
WHEREAS, pursuant to that agreement, and to facilitate the continuity of services thereunder, the parties desire to extend the agreement through August 1, 2010, authorizing additional funding thereunder;


NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

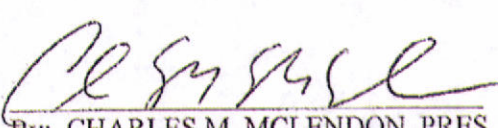
1. The termination date of the said agreement is extended to **August 1, 2010.**
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated November 30, 2007, as amended, save the above and foregoing changes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

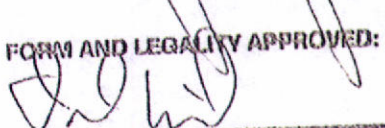
CITY OF NEW ORLEANS

BECK DISASTER RECOVERY, INC.


By: C. RAY NAGIN, MAYOR


By: CHARLES M. MCLENDON, PRES.
Tax ID No. 91-2080979

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans

6

K10-613

AMENDMENT NUMBER THREE TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS
AND
BECK DISASTER RECOVERY, INC.

THIS AMENDMENT, made and entered into this 1st day of July, 2010, by and between the City of New Orleans, represented by Mitchell Landrieu, Mayor, ("City") and Beck Disaster Recovery, Inc., herein represented by Jonathan Burgiel, President ("Contractor"), witnesses that,

WHEREAS, on November 30, 2007, the City and the Contractor entered into an agreement for professional program management services relating to monitoring emergency debris removal for the City, and

WHEREAS, pursuant to that agreement, and to facilitate the continuity of services thereunder, the parties desire to extend the agreement through July 30 2011, authorizing additional funding thereunder;


NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

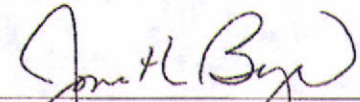
1. The termination date of the said agreement is extended to July 30, 2011.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated November 30, 2007, as amended, save the above and foregoing changes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective the day and year first above written:

CITY OF NEW ORLEANS

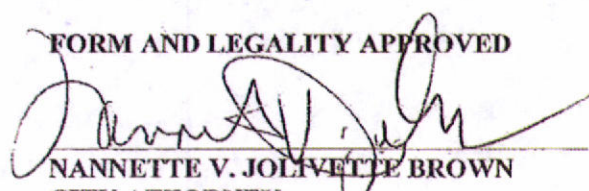
BECK DISASTER RECOVERY, INC.


By: MITCHELL J. LANDRIEU, MAYOR


By: Jonathan Burgiel, PRESIDENT

Tax ID No. 

FORM AND LEGALITY APPROVED


NANNETTE V. JOLIVETTE BROWN
CITY ATTORNEY

K11-624

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

THIS AGREEMENT, made and entered into this 30th day of July, 2011, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("City") and Science Applications International Corporation, herein represented by Betty Kamara, Contract Administrator ("Contractor"), witnesses that,

WHEREAS, on November 30, 2007, the City and the Contractor entered into an agreement for professional program management services relating to various program management services for the City, and

WHEREAS, pursuant to that agreement, and to facilitate the continuity of services thereunder, the parties desire to extend the agreement through July 30, 2012, authorizing additional funding thereunder;


NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:



1. The termination date of the said agreement is extended to July 30, 2012.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated November 30, 2007, as amended, save the above and foregoing changes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

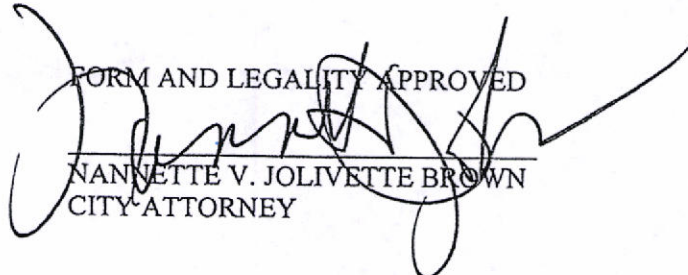
CITY OF NEW ORLEANS

SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION


9/12/11
By: MITCHELL J. LANDRIEU, MAYOR


By: BETTY KAMARA, CONTRACT
ADMINISTRATOR
Tax ID No. 

FORM AND LEGALITY APPROVED


NANNETTE V. JOLIVETTE BROWN
CITY ATTORNEY

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

THIS AMENDMENT made and entered into this 27 day of August 2012, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("City") and Science Applications International Corporation, the successor in interest to Beck Disaster Recovery, Inc., herein represented by Betty Kamara, Contracts Administrator ("Contractor"), witnesses that,

Recitals

WHEREAS, the City entered into an Agreement for professional program management services relating to various program management services for the City with the Contractor for a term of one (1) year, beginning November 30, 2007 and continued until November 28, 2008 with an option to renew the Agreement annually up to five one-year periods; and

WHEREAS, parties did enter into an Amendment dated July 30, 2011 to extend the term of the contract to July 30, 2012; and

WHEREAS, pursuant to that agreement and to facilitate the continuity of services thereunder, the parties desire to extend the agreement from July 31, 2012 through July 30, 2013; and

WHEREAS, the Agreement did not include revised descriptions of staff positions and hourly rates;

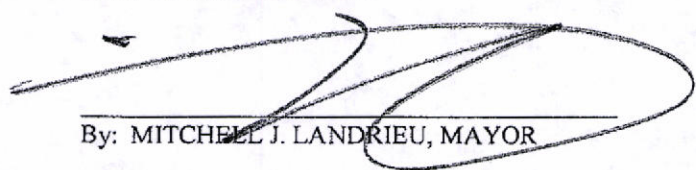
NOW THEREFORE, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

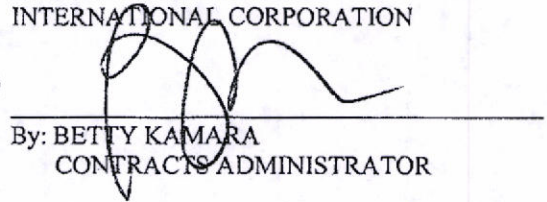
1. The termination date of the said agreement is extended through July 30, 2013.
2. The revised descriptions of staff positions and hourly rates are attached here as Exhibit "A" and is incorporated herein.
3. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated November 30, 2007, as amended, save the above and foregoing changes. Further, all compensation owed to SAIC is contingent upon the appropriation and allocation of funds by the City.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

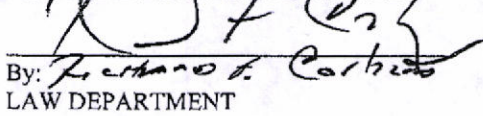
CITY OF NEW ORLEANS

SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION


By: MITCHELL J. LANDRIEU, MAYOR


By: BETTY KAMARA
CONTRACTS ADMINISTRATOR

FORM AND LEGALITY APPROVED


By: Richard D. Carls
LAW DEPARTMENT

'EXHIBIT A'

Positions / Descriptions City of New Orleans Demolition Project Management

I. Project Manager/Liaison Officer\$121.00/hr

The primary functions of the Project Manager/Liaison Officer shall be to manage and supervise the demolition/debris monitoring services provided by the Consultant(s) and to serve as liaison between the Demolition/Debris Manager and the Consultant(s).

II. Supervising Monitors\$83.00/hr

The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris is being removed from designated public right-of-ways and public property within assigned debris pickup zones;
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors;
- Provide breaks to monitors;
- Coordinate, research, and make recommendations on damage claims to the Debris Manager;
- Maintain positive public relations in regard to individual complaints;
- Compile and complete necessary reports;
- Investigate and resolve complaints of residents within the limits of the contract;
- Coordinate daily with the Debris Hauler;
- Coordinate daily operations of monitors.

III. Loading Site Monitors\$45.00/hr

The loading site is the physical field operation location of debris removal trucks. The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the demolition/debris Management Center and to verify that only eligible debris is being removed from designated eligible sites within assigned debris pickup zones in the City of New Orleans. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).

IV. Management Site Monitors\$50.00/hr

The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the demolition/debris management site for processing, storage, and disposal. Management Site Monitors shall verify that all trucks leaving the Management Site have completely emptied all 3 debris from the trucks.

V. Roving Monitors\$71.00/hr

The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in the City of New Orleans. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers).

VI. Demolition/Debris Management Consultant(s)\$121.00/hr

- The Consultant(s) shall provide, if requested by the City, the services of an experienced professional Consultant to assist the city in the operations and coordination of activities at the Demolition/Debris Management center. The qualified individual must have direct Demolition/Debris Management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
- The Consultant shall report to the City Demolition/Debris Manager. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans, and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.
- The City Demolition/Debris Manager will issue a task order to mobilize the Consultant. The Consultant shall be available on site at the demolition/debris Management Center for a minimum of two (2) weeks following mobilization. The Demolition/Debris Manager shall establish the service requirements and length of time those services are needed based on needs of the City.

VII. Grant Management Consultant(s)\$184.00/hr

- Provide general grant management advice
- Assist in the development of a disaster-recovery team
- Assist in the development of comprehensive recover strategy
- Provide advice to disaster-recovery team as appropriate and participate in meetings
- Prepare draft correspondence to State and FEMA as necessary
- Assist in the development of mitigation proposals under Sections 404 and 406 of the Stafford Act
- Help coordinate Request for Time Extensions.

Eligibility Tasks:

- Review eligibility issues, and work with the City to develop justifications for presentation to FEMA and the State
- Attend meetings with the City, State and FEMA to negotiate individual Project Worksheets as needed
- Assist City departments with compiling and summarizing Category A through G costs for presentation to FEMA and the State
- Assist the City to prepare Project Worksheets for small and large projects based upon information provided by the departments
- Provide oversight to departments having difficulty with their claims
- Assist in determining if any eligible damages have been made quantified and presented to inspectors/Project Officers
- Work with the City to resolve disputes that may arise
- Address issues related to inter-agency funding conflicts
- If the City disagrees with FEMA determinations, assist to strategize and write appeals.

- When the City has completed all projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for State/FEMA final inspections and audits, and participate in exit conferences with State/FEMA.

Allowability Tasks:

- Assist City in developing approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared to date by departments
- Assist in capturing and summarizing eligible costs for selected department

Engagement Management Tasks:

- Prepare program management plan
- Prepare Flash Reports
- Attend status meetings
- Prepare invoices and support documentation

VIII. Contract Manager(s)\$142.00/hr

- Administer the on-site administration, purchasing, cost tracking, human resources accounts payable, invoicing, and information technology functions
- Direct Interaction with Government Customer on all Contract Administration Issues
- Field Change Notice (FCN) Submission, Negotiation, and Administration
- Government Property Administration
- Support of Program Manager and Project Managers on all Contracting Issues
- Training of Personnel on Contracting and Procurement Related Issues
- Oversight of SCA, DBA, and DBE Compliance
- Proposal Support (including submission of cost estimates) to ensure compliance with all contract T&C's (including FAR/DFAR) and any specific Contracting Officer requirements

IX. Cost/Billing Manager and Documentation Supervisor(s)\$105.00/hr

The Cost/Billing Manager is responsible for receiving and distributing vendor' invoices for approval; processing vendors' invoices for payment; reviewing invoices for coding and amount accuracy; reviewing and checking the weekly voucher edit report for accuracy and make adjustments and corrections; filing the vendors' invoices and maintain the folders; resolving and handling vendors' problems and issues, receiving vendors' phone calls; and developing and managing the cost tracking software program for each project, correctly coding and processing invoices, providing monthly cost analysis reports, reconciling project costs with vouchers, maintaining project expenditure files.

Documentation Supervisors shall assist the Documentation Manager with tasks associated with packet development. The task shall include legal research on property ownership, quality assurance on advertisements, quality assurance that state, local, and federal laws and ordinances are adhered to in the development process of the packet. Documentation Supervisors shall interface directly with City Departments and assist the Documentation Manager with reporting responsibilities. Supervisors will assist the Documentation Manager in managing verbal and written communication with City residents and will be responsible for researching and responding to resident concerns and questions. Documentation Supervisors assist the Documentation Manager in confirming that demolition packages are complete prior to the issuance of a Demolition Ready Notice.

X. Health & Safety Manager(s)\$95.00/hr

- Management of corporate health and safety program
- Conduct environmental safety audits and inspections
- Provide OSHA recordkeeping/medical surveillance monitoring
- Development and review of site safety and health plans
- Provide assistance in the development of government proposals
- Support CIH in company's industrial hygiene program.
- Function as a Site Safety & Health Officer for environmental remediation projects.
- Conduct safety training for company employees (i.e. HAZWOPER, HAZCOM, confined space entry, respiratory protection)

XI. Logistics Coordinator(s)\$63.00/hr

- The Logistics Coordinator provides all resources and support for the response operation, including procurement, delivery arrangements, and deployment of the resources. Resources may include facilities, transportation supplies, equipment maintenance, food/ water /shelter, staffing support, and any services and material in support of the incident.
- The Logistics Coordinator ensures that all emergency expenses are tracked by site, and that complete and accurate records are provided for OES/FEMA Documentation, using the accounting system specified by the Finance Coordinator. In small incidents the Logistics Coordinator may also be responsible for financial and cost analysis aspects of the incident.

XII. Quality Control/Documentation/Field Manager(s)\$116.00/hr

- Quality Control Managers shall be responsible for ensuring quality control systems and implemented and maintained. Characteristics and responsibilities of Quality Control Managers include:
 - Maintain ISO 9001:2000 certified quality management system.
 - Ensure that processes needed for the quality management system are established, implemented, and maintained.
 - Schedule, conduct, and report internal quality system audits.
 - Guide process improvement team to ensure processes are reviewed for continual improvement.
 - Collect and analyze production data to enable trend analysis.
 - Provide effective communications and interactions.
 - Interact with customers and suppliers on quality related issues including quality audits.
- Documentation Managers shall be experienced in debris recovery operations and the documentation required by FEMA and other local state and federal regulatory agencies. Documentation Managers shall play an instrumental role in the coordination of documentation within a specific City, State, or Federal agency department (e.g., City Housing). The Documentation Manager will serve as the primary point of contact between BDR and the individual City department to which they are assigned. The Documentation Manager may supervise a number of employees and regularly interact with City staff (including attending meetings and making presentations as requested). The Documentation Manager reports directly to the Project Manager.

- Field Managers will have certifications or advanced knowledge/skills required for specialized field operations. Such certifications may include asbestos testing, hazardous materials assessment, structural assessments, professional engineering license, and/or equivalent representative experience with demolition field operations. The Field Manager shall assist the City in making condemnation determinations and supervise survey activities to ensure compliance with FEMA eligibility criteria.

XIII. Invoice Reconciliation Clerk(s)\$115.00/ hr.

Invoice Reconciliation Clerks work with the Data Manager to reconcile data prepared by BDR on behalf of the City against invoice data submitted by the Contractor.

XIV. GIS / Operator\$80.00/ hr.

The GIS Analyst is responsible for working with City representatives to prepare the maps necessary for coordinating the debris recovery effort. This may involve generating zone maps, identifying road types and segments and City areas of responsibility. Without properly developed maps, the collection and disposal process is inefficient and very difficult to report properly, putting full reimbursement at greater risk.

XV. Load Ticket Data Entry Clerk.....\$75.00/ hr.

Data Entry Clerks serve to enter load ticket and other data into BDR data tools. Data Entry Clerks also provide secondary review of data quality and attempt to resolve anomalies.

K12-1127

AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

THIS AMENDMENT made and entered into this 23 day of JANUARY 2013, by and between the City of New Orleans, herein represented by Mitchell J. Landrieu, Mayor ("City"), and Science Applications International Corporation, herein represented by Betty Kamara, Contract Administrator ("Contractor"), witnesses that,

Recitals

WHEREAS, City entered into an agreement on November 30, 2007, for professional services for program management services relating to various program management services (the "Agreement") and has subsequently amended the Agreement to extend the term through July 30, 2013; and

WHEREAS City and Contractor wish to amend the Agreement to increase the maximum compensation due thereunder;

NOW THEREFORE, City and Contractor, for the consideration and under the conditions set forth, do agree as follows:

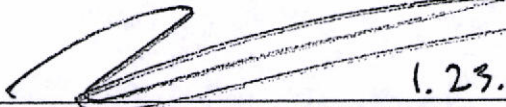
1. The maximum compensation as provided in Article III, Section 4 of the Agreement is hereby increased by six million, one hundred ninety thousand, eight hundred eighty-two and 93/100 dollars (\$6,190,882.93) to a total maximum compensation of seventeen million, two hundred seventy-eight thousand, six hundred seventy-three and 89/100 dollars (\$17,278,673.89) for all services provided under the Agreement, as amended, including: four million, seventy-four thousand, nine hundred fifty-nine and 68/100 dollars (\$4,074,959.68) for the monitoring of various demolition services; two million, eighty-one thousand, five hundred fourteen and 75/100 dollars (\$2,081,514.75) for the monitoring and management of debris removal for City's Department of Sanitation following Hurricane Isaac; and thirty-four thousand, four hundred eight and 50/100 dollars (\$34,408.50) for monitoring and management of the demolition of facilities for City's Capital Projects Administration.
2. AUDIT AND OTHER OVERSIGHT: It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.
3. OWNERSHIP INTEREST DISCLOSURE: The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

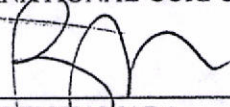
4. SUBCONTRACTOR REPORTING: The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.
5. CONVICTED FELON STATEMENT: The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
6. NON-SOLICITATION STATEMENT: The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.
7. The parties reaffirm the validity of all provisions of the Agreement dated November 30, 2007, as amended, save the above and foregoing changes. Further, all compensation owed to SAIC is contingent upon the appropriation and allocation of funds by the City.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

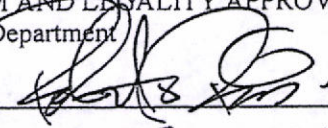
CITY OF NEW ORLEANS

SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION


1. 23. 13
By: MITCHELL J. LANDRIEU, MAYOR


By: BETTY KAMARA
CONTRACT ADMINISTRATOR

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: ROBERT P. PUBS