

QUOTE DOCUMENTS
FOR
LAKE VISTA ACCESSWAY CLEARING

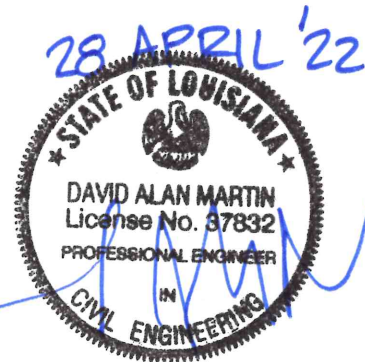
PROJECT NO. E082203-1

APRIL 2022

PREPARED BY:



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



REQUEST FOR QUOTE PROPOSAL

Quotes will be received until the hour of **5:00 PM.**, local time, **FRIDAY, MAY 6, 2022**, at the office of the Executive Director, Lakefront Management Authority, 6001 Stars and Stripes Blvd., Suite 219, New Orleans, LA 70126 OR via email to dmartin@nolalakefront.com; for furnishing all labor, materials, supervision, etc., and performing all work necessary to complete the **LAKE VISTA ACCESSWAY CLEARING – GROUP 1**, Project No. E082103-1 for the Lakefront Management Authority.

If quoting greater than \$50,000.00, the quoting entity shall be a licensed contractor in the classification of Grading, Landscaping, and Beautification.

To be a valid quote, the entity need only provide a completed Quote Proposal Form as included herein. The outside envelope OR email subject line must be clearly marked as follows:

“Quote Enclosed for Lake Vista Accessway Clearing – Group 1 – LMA Proecjt E082103”

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

EXPLANATION OF BASE QUOTE AND ALTERNATES

Two Quote Additive Alternates will be considered as shown on the drawings, contained on the Quote Form, and described herein.

Additive Alternate 1 consists of the additional cost (over and above the base bid) to clear brush from the accessways noted on the drawings as associated with Additive Alternate No. 1.

Additive Alternate 2 consists of the additional cost (over and above the base bid) to clear brush from the accessways noted on the drawings as associated with Additive Alternate No. 2

Additive Alternate 3 consists of the additional cost (over and above the base bid) to clear brush from the accessways noted on the drawings as associated with Additive Alternate No. 3.

The Authority will consider the quote alternates and may accept the base quote or base quote plus alternates in the order in which they are enumerated.

QUOTE PROPOSAL FORM

PROJECT NAME: Lake Vista Accessway Clearing – Group 1 (LMA E0822103-1)

The undersigned quoting entity hereby declares and represents that she/he; a) has carefully examined and understands the Quote Documents, b) has not received, relied on, or based his quote on any verbal instructions contrary to the Quoting Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Quoting Documents prepared by:

Lakefront Management Authority and dated: April 2022.

Quoting Entities must acknowledge all addenda. The Quoting Entity acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Quoting Entity is acknowledging)

_____.

TOTAL BASE QUOTE: For all work required by the Quote Documents (including any and all unit prices designated “Base Quote” * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Quote Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (*Not Applicable*) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 2 (*Not Applicable*) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 3 (*Not Applicable*) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

NAME OF QUOTING ENTITY: _____

ADDRESS OF QUOTING ENTITY: _____

LOUISIANA CONTRACTOR’S LICENSE NUMBER(Required for Quote >\$50,000):

NAME OF AUTHORIZED SIGNATORY OF QUOTING ENTITY: _____

TITLE OF AUTHORIZED SIGNATORY OF QUOTING ENTITY: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF QUOTING ENTITY **: _____

DATE: _____

**FORM OF AGREEMENT BETWEEN
LAKEFRONT MANAGEMENT AUTHORITY AND CONTRACTOR**

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the Lakefront Management Authority ("Authority"), 6001 Stars and Stripes Boulevard, Suite 219, New Orleans, Louisiana 70126 and _____ ("Contractor"), ADDRESS effective on this _____ day of _____, 2022.

RECITALS

WHEREAS, the Authority is a political subdivision in the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District;

WHEREAS, Contractor, is a corporation organized under the laws of the State of Louisiana, with a principal place of business in Louisiana and is qualified to do business in Louisiana and desires to perform such services on behalf of the Authority; and,

WHEREAS, the Authority is in need of the services of Contractor for the work described below and Contractor has agreed to provide the required services under the terms and conditions of this agreement.

NOW, THEREFORE, the Authority and Contractor, for good and valuable consideration, agree as follows:

Article I. STATEMENT OF WORK

1.01 The work to be performed pursuant to the terms of this agreement shall be performed at the locations indicated on the drawing.

1.02 Description of the Project: The Contractor shall:

(a) Provide all necessary equipment, labor, tools, machinery, etc. to remove and dispose of brush and trees from within the accessways as indicated.

Article II. TIME FOR COMPLETION

2.01 Contractor shall complete the work within thirty (30) calendar days of a Notice to Proceed.

2.02 For each day the Work remains incomplete beyond the Contract Time, or Extension of Contract Time the sum of ONE HUNDRED dollars (\$100.00) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor shall be liable for any liquidated damages that are in excess of the amount due under this Contract to the Contractor.

Article III. CONTRACT AMOUNT, COMPLETION OF AND WORK AND PAYMENT

3.01 Upon Completion of the Work, Authority will pay Contractor a fixed sum of _____ for the completion of the Project ("Contract Amount"). The Contract Amount includes all applicable federal, state, and local taxes, if any, for which Contractor is solely responsible.

3.02 Completion of the Work occurs when:

(a) Work is sufficiently complete, without defect and in accordance with the prevailing standards for the type of work to be completed under this contract;

(b) Contractor has removed all debris generated by or attributable to Contractor from property at which the Work is performed; and

(c) Contractor has completed all punch list items to the Authority's satisfaction.

Article IV. PERMITS

4.01 Contractor shall at its sole expense, be responsible for obtaining all necessary licenses and permits, and for complying with any applicable federal, state and municipal laws, codes and regulations in connection with the construction of the Project

Article V. SAFETY AND ASSUMPTION OF RISK

5.01 Safety: Contractor shall be solely responsible for:

- (a) initiating, maintaining, and supervising all safety and health programs and precautions to protect the Project, workers at the site, the public, and the property of others;
- (b) the jobsite safety including any means methods, techniques, sequences or procedures of construction, as well as compliance with all applicable laws, ordinances, standards, and regulations for the Project to protect all persons and property;
- (c) all materials delivered and Work performed until Completion of the Work; and
- (d) the location and protection all public lines and utility service lines in the Work area.

5.02 Assumption of Risk: Contractor assumes all risk of damage or injury, including but not limited to death and bodily injury, to Contractor's own property or person or to the property or person of Contractor's employees from any cause whatsoever.

Article VI. INDEMNITY

6.01 The Contractor shall indemnify and save harmless the Authority and the Orleans Levee District and their commissioners, officers, employees, or agents against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any person for loss of life or injury or damage to property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees, while engaged upon or in connection with the Services required or performed by the Contractor under this contract to the maximum extent permitted by law, unless such injuries or damages are caused by the negligence of the Authority and the Orleans Levee District. The obligation of the Contractor to defend the Authority and the Orleans Levee District shall arise upon notice of any such claim to Authority or the Orleans Levee District. The obligations under this provision of this Contract shall survive the expiration or earlier termination of this Contract.

6.02 Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Article VII. INSURANCE

7.01 The Contractor shall maintain without interruption for the duration of the contract insurance with the following coverages:

- (a) Workers Compensation and Employer's Liability: Workers Compensation insurance shall be in compliance with the Worker's Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. The insurer shall agree to waive all rights of subrogation against the Authority and the Orleans Levee District, their commissioners, officers, agents, and employees for losses arising from Work performed by the Contractor for the Authority.

(b) Commercial General Liability: General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence of \$1,000,000.00.

The Authority and the Orleans Levee District, and their commissioners, officers, agents, and employees are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor.

The Contractor's insurance shall be primary as respects the Authority and the Orleans Levee District, and their commissioners, officers, agents, and employees. The coverage shall contain no special limitations on the scope of protection afforded to the Authority and the Orleans Levee District, and their commissioners, officers, agents, and employees. Any insurance or self-insurance maintained by the Authority shall be excess and non-contributory of the Contractor's insurance;

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

(c) Automobile and if applicable Watercraft Liability: Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles and/or watercraft. If any non-licensed motor vehicles and/or watercraft are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of any such vehicles. If the Contractor does not own automobiles and/or watercraft, and such vehicles are utilized in the execution of the contract, then hired and non-owned coverage is acceptable. If automobiles and/or watercraft are not utilized in the execution of the contract, then automobile and/or watercraft coverage is not required.

(d) Other Insurance Provisions: Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Authority.

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

Lakefront Management Authority (LMA)
6001 Stars and Stripes Blvd, Suite 219
New Orleans, LA 70126

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

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Authority, payment to the Contractor may be withheld until the requirements have been met, OR the Authority may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

(f) Subcontractors: Contractors shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Authority reserves the right to request copies of subcontractor's certificates at any time.

Article VIII. WARRANTY

8.01 Contractor guarantees and warrants that all work done will be accomplished in a good and workmanlike manner in accordance with prevailing standards for the type of work performed under this agreement.

Article IX. DEFAULT BY CONTRACTOR

9.01 Acts of Default: Contractor is in default if:

- (a) Contractor fails to provide the Work in a good and workmanlike manner as determined by the Authority in its sole discretion;
- (b) Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper material;
- (c) Contractor fails to make payment to subcontractors;
- (d) Contractor stops work for a period of 2 consecutive days;
- (e) Contractor persistently disregards laws, regulations or orders of any public authority having jurisdiction;
- (f) Contractor otherwise materially fails to comply with a provision of this agreement or fails to complete the Project during the time required, as extended; or
- (g) Contractor files a voluntary petition in bankruptcy or is adjudicated to bankruptcy.

9.02 Remedies: If Contractor commits an act of default, Authority shall have the right to deliver written notice of default to Contractor. If such act of default is not cured within 2 days after receipt of such notice, Authority, at its election, may terminate the contract assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work, in which case Contractor shall execute and deliver all such papers and take all such steps, including the legal assignment of its contractual rights as the Authority may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations and commitments. In addition, Authority shall be entitled to recover damages as may be allowed by law.

Article X. TERMINATION FOR CONVENIENCE OF THE AUTHORITY

10.01 The Authority may, at any time, instruct Contractor and all subcontractors to cease work on the Project, in whole or in part, by providing written notice to Contractor specifying the extent to which Work under this agreement is to cease and the date upon which to cease such work. The Contract Amount shall be equitably adjusted to compensate the Contractor for all Work completed and for all costs incurred (net of salvage) in part performance of the incomplete portions of the Work.

Article XI. SUBCONTRACTORS

11.01 The contractor shall not employ any subcontractor to which the Authority has any reasonable objection. Contractor may not engage subcontractors without Authority's written consent.

Article XII. CONFLICT RESOLUTION

12.01 This Agreement shall be governed in all respects by the laws of the State of Louisiana and any litigation with respect thereto shall be brought only in the Civil District Court for the Parish of Orleans, State of Louisiana.

12.02 In the event of litigation between the parties concerning this Contract, the parties agree that the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees, expenses, and costs against the non-prevailing party.

Article XIII. GENERAL PROVISIONS

13.01 Time: Time is of the essence for the performance of this agreement. Strict compliance with the required times is required.

13.02 Several Clauses: If any clause in this agreement is found to be invalid or unenforceable by a court of law, the remainder of this agreement shall be not affected and all other provisions of this agreement shall remain valid and enforceable.

13.03 Assignment: Neither party may assign this contract or its rights under this contract without the written consent of the other party.

13.04 Entire Agreement: This document contains the entire agreement between the parties and may not be changed except by written agreement signed by Authority and Contractor, with written consent from the Authority. Oral statements or representations are not binding on the parties.

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

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

WITNESSES

CONTRACTOR

By: _____

Federal Identification Number

WITNESSES

LAKEFRONT MANAGEMENT
AUTHORITY

By: Louis J. Capo, Executive Director

Item 752



Tree and Brush Removal and Trimming

THE REQUIREMENT

752.1. THE REQUIREMENT

- a. Remove and dispose of trees Remove and dispose of trees, brush, shrubs, and vines. Trim trees and shrubs. Remove stumps.

PRODUCTS AND EQUIPMENT

752.2. EQUIPMENT

- a. Provide equipment necessary for the completion of the work.

791.2. MATERIALS

- a. Furnish and place commercially available pruning paint where required.

EXECUTION

752.3. GENERAL

- a. Perform tree and brush removal and trimming from right of way line to right of way line or other widths and locations shown on the plans. Ensure trees, shrubs, and other landscape features that are to remain are not damaged. Dispose of debris within 48 hr. of cutting in accordance with federal, state, and local regulations unless otherwise approved.

752.4. TREE REMOVAL

- a. Remove trees of various diameters as shown on the plans, or as directed. Remove tree stumps to at least 12 in. below the surrounding terrain unless otherwise shown on the plans, or as directed. Backfill holes with acceptable material and compact flush with surrounding area.

752.5. BRUSH REMOVAL

- a. Remove brush including, but not limited to, bushes, small trees, and vines growing within the right of way by cutting parallel to and within 1 in. of the ground and to the limits shown on the plans. Remove brush from under bridges, around culverts, and in channels to the limits shown on the plans.

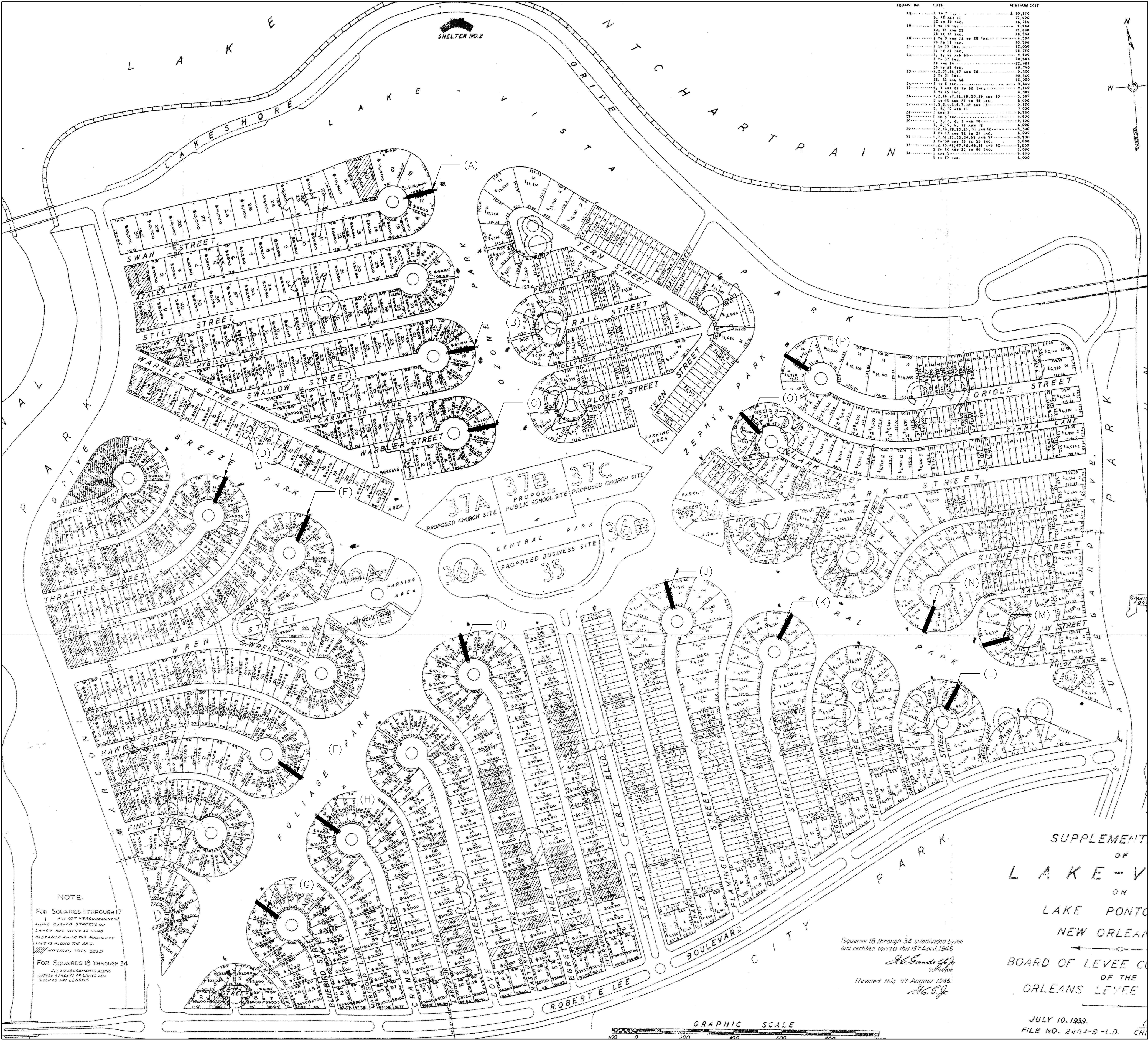
752.6. STUMP REMOVAL

- a.** Remove tree stumps at least 12 inches below the surrounding terrain unless otherwise shown on the plans, or as directed. Backfill holes with acceptable material and compact flush with surrounding area.

GENERAL SCOPE OF WORK

- 1) PRIOR TO SUBMITTING A QUOTE TO THE AUTHORITY, VISIT THE SITE AND VERIFY THE DIMENSIONS OF ALL ITEMS TO BE REMOVED AND REPLACED. NO ADDITIONAL PAYMENT WILL BE MADE FOR REVISIONS TO DIMENSIONS OF MATERIALS.
- 2) THE AUTHORITY WILL PROVIDE CROSS CUTS ON EXISTING CONCRETE SIDEWALKS INDICATING THE BOUNDARY LINES OF THE ACCESS WAYS. PROVIDE NECESSARY CONSTRUCTION LAYOUT TO DELINEATE THE PROPERTY LINES OF THE ACCESS WAY BASED UPON THE CROSS CUTS. CLEAR ALL BRUSH AND TREES WITHIN THE PROPERTY LINES OF THE ACCESS WAY.
- 3) RETAIN FLAT WORK AND PAVEMENT.
- 4) WHERE THE ACCESS WAY PROPERTY LINE INTERSECTS A TREE, REMOVE THE ENTIRE TREE.
- 5) REMOVE ALL STUMPS AND BACKFILL STUMP HOLES PER ITEM 752.
- 6) MAP IS PROVIDED TO ILLUSTRATE THE SCOPE OF WORK AND THE LOCATIONS OF THE WORK. IT IS NOT TO SCALE AND IS NOT TO BE USED AS A SURVEY. USE ESTABLISHED MONUMENTATION AS PROVIDED BY THE AUTHORITY TO DELINEATE THE LIMITS OF REMOVAL.

SUMMARY OF SPECIFIC WORK (NOTED BY SYMBOL)		
TREE TRIMMING, TREE REMOVAL, AND BRUSH REMOVAL		BASE/ALT (SEE SPECS)
(A)	REMOVE LARGE PALM TREE. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (SWAN STREET)	BASE
(B)	REMOVE LARGE PINE ON STREET SIDE OF ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (SWALLOW STREET)	BASE
(C)	REMOVE PLANTED HEDGES AND ROSE BUSHES. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (WARBLER STREET)	BASE
(D)	REMOVE LARGE TREE ON STREET SIDE OF ACCESS WAY. REMOVE OVERGROWN AREA ON PARK SIDE OF ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (THRASHER STREET)	BASE
(E)	REMOVE ALL TREES AND BRUSH FROM OVERGROWN ACCESS WAY PER ITEM 752 (N WREN STREET)	BASE
(F)	REMOVE PRIVACY HEDGES LOCATED ON SOUTH SIDE OF ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (HAWK STREET)	BASE
(G)	REMOVE PRIVACY GRAPE MYRTLES ON NORTH SIDE OF ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (BLUEBIRD STREET)	ALT 1
(H)	REMOVE ALL TREES AND BRUSH FROM OVERGROWN ACCESS WAY PER ITEM 752. (CRANE STREET)	ALT 1
(I)	REMOVE BUSHES AND TREES LOCATED ON NORTH SIDE OF ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752 (EGRET STREET)	ALT 1
(J)	REMOVE ENCROACHING BUSHES ON WEST SIDE OF ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (FLAMINGO STREET)	ALT 2
(K)	REMOVE PALM TREE FROM ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (GULL STREET)	ALT 2
(L)	REMOVE PRIVACY BUSHES FROM WEST SIDE OF ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (IBIS STREET)	ALT 2
(M)	REMOVE FIG TREE AT MIDDLE OF ACCEES WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752.	ALT 2
(N)	REMOVE VEGETATION FROM FENCE LINE AND REMOVE LARGE PALM NEAR PARK SIDE. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (KILLDEER STREET)	ALT 2
(O)	REMOVE HEDGES AND SMALL TREES LOCATED IN ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (N LARK STREET)	ALT 3
(P)	REMOVE LARGE PINE AT ROADWAY EDGE AND SMALLER TREE LOCATED IN ACCESS WAY. REMOVE ALL BRUSH WITHIN PROPERTY LINES PER ITEM 752. (ORIOLE STREET)	ALT 3



SHEET NUMBER
FIG - 1

BY: []

REVISION DESCRIPTION

NO. [] DATE []

LMA ENGINEERING AND OPERATIONS DEPT
6001 STARS & STRIPES BLVD NEW ORLEANS LA

DESIGNED D.A.M.
CHECKED D.A.M.

SCALE AS NOTED

DATE [] SHEET []

LAKEFRONT MANAGEMENT AUTHORITY
CONTRACT E08-22-01
LAKE VISTA ACCESSWAY
CLEARING

ILLUSTRATION OF SCOPE AND LOCATION OF WORK