

**CONTRACT DOCUMENTS**

**STORM DEBRIS REMOVAL AND RECOVERY 2021**

**DEPARTMENT OF PUBLIC WORKS**

**ST. CHARLES PARISH, LOUISIANA**



**CONTRACTOR: DRC EMERGENCY SERVICES, LLC**



**COMMENCEMENT DATE: APRIL 1, 2022**

**PARISH PROJECT NO.: P210801**

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EXHIBIT A

STORM DEBRIS REMOVAL AND RECOVERY 2021  
CONTRACT AGREEMENT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and **DRC Emergency Services, LLC, 110 Veterans Boulevard, Suite 515, Metairie, Louisiana, 70094**, doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned.

1. The Agreement will commence on **April 1, 2022 and end on December 31, 2024**. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended annually.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" Includes the following Items:
  - a. Exhibit A Contract Agreement
  - b. Exhibit B Corporate Resolution or Certificate of Authority or any other authorization required by law
  - c. Copy of Exhibit C Contractor Price Proposals and Questionnaire Response
  - d. Letter of Corporate Surety and Power of Attorney for Performance Bond Issuance
  - e. General Specifications
  - f. Technical Specifications Divisions 1 and 2
  - g. Exhibit D Federal Compliance Provisions
  - h. Exhibit E Non-Collusion Affidavit
  - i. Copy of Exhibit F Notice of Intent to Award
  - j. Insurance Certificate Original
  - k. Request for Statements of Qualifications and Cost Proposals Storm Debris Removal and Recovery 2021 Document (RFP Package)
  - l. Copy of Contractor Submittal Package
  - m. Addendum No. 1, Dated September 14, 2021  
 Addendum No. 2, Dated October 4, 2021  
 Addendum No. 3, Dated November 1, 2021  
 Addendum No. 4, Dated November 15, 2021  
 Addendum No. 5, Dated November 18, 2021
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first above written.

ATTEST

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

OWNER: ST. CHARLES PARISH

BY \_\_\_\_\_  
MATTHEW JEWELL  
PARISH PRESIDENT

ATTEST

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CONTRACTOR: DRC EMERGENCY SERVICES, LLC

BY \_\_\_\_\_  
KRISTY FUENTES  
VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION

**ACTION IN LIEU OF  
A MEETING OF THE  
MANAGER OF  
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

**[SIGNATURE PAGE FOLLOWS]**

Dated effective as of the date first written above.

**DRC EMERGENCY SERVICES LLC**

By: **DRC EQUITY, LLC**  
a Texas limited liability company  
Its: **Manager**



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By: **John R. Sullivan**  
Its: **President**

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]



STORM DEBRIS REMOVAL AND RECOVERY 2021

PROPOSAL FORMS

EXHIBIT C

Proposer's Full Legal Name (Business Entity or Individual or Names, if Joint Venture)	DRC Emergency Services, LLC
A corporation duly organized under the laws in the State of	Alabama
Contact Name	Kristy Fuentes
Address	110 Veterans Boulevard, Suite 515
City, State, Zip	Metairie, LA 70005
Telephone	(888) 721-4372
Email Address	Kfuentes@drcusa.com
LA Contractors License Number(s)	46198
Classification(s)	Building Construction; Heavy Construction; Highway, Street and Bridge Construction; Municipal and Public Works Construction; Special Ty: Clearing, Grubbing And Snagging; Specialty: Dredging; Specialty: Industrial Cleaning and Material Waste Handling

KEY TIME PERIODS

The project to which this proposal applies is governed by several key time periods referenced in this proposal form and stated below. The Proposer identified above ("Proposer") takes notice of these time periods. Bidder acknowledges that the summary descriptions provided below are for convenience. To the extent other Contract Documents provide otherwise, the other Contract Documents shall govern.

SUMMARY DESCRIPTION	SHORT REFERENCE	DAYS/HOURS
Time to commence work after date specified in the written Notice to Proceed or after the receipt of a Work Order	Time to Commence	24 Hours
Time to reach substantial completion of the project after the date specified in the written Notice to Proceed or after the receipt of a Work Order	Time to Substantial Completion	60 Days

## STATEMENTS

1. The Proposer, in compliance with the request for proposals for the referenced project, having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish all supervision, labor, materials, equipment and supplies and to accomplish the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These processes are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
2. Proposer hereby agrees that all work called for in this contract shall be conducted on a timely basis. Failure of the Contractor to promptly respond to notification shall entitle the Parish of St. Charles to use any other Contractor to perform this work without the Parish of St. Charles being considered in breach of the contract in situations where the contractor has been notified and has failed to take any steps whatsoever to reasonable institute start-up and/or mobilize and complete the work in the timelines specified. In the event the Contractor selected charges rates higher than those called for under the proposal submitted in connection with this agreement, Owner shall have the right to subtract the added cost from any bill due contractor under this contract.
3. Proposer hereby agrees to commence work under this contract within the Time to Commence. Proposer hereby agreed to fully complete the Work order within the Time to Substantial Completion. Proposer further agrees to pay as stipulated damages the sum f \$500 per day for each consecutive calendar day the project is not substantially complete as hereinafter provided in the General Specifications.
4. Proposer accepts all of the terms and conditions of the Bidding Documents. Proposer will sign the Agreement and submit the required Affidavits and other documents required by the Contract Documents as stated in the Notice of Intent to Award Schedule F.
5. The specifications and any addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If conflict between any of the above is discovered by the Contractor, the problem shall be referred to the Engineer in writing as soon as possible for resolution by the Engineer.
6. In submitting this Proposal, Proposer makes all representations required by the Instructions to Proposers and Contract Documents and further warrants and represents that the Proposer has examined copies of all the Proposal Documents, the Request for Proposal, the Instructions to Proposers, and any addenda.
7. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with St. Charles Parish in the form included with the proposal documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment require to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Contract Documents.
8. Proposer agrees to complete the Work for the unit prices described in the schedule of prices attached at the end of this section. The descriptions provided for each item are provided for convenience. The scope of each item is described elsewhere in the Contract Documents, and those descriptions shall control. In determining the price proposed for each item, the product of the quantity and the unit price for each item will control in the event of a discrepancy in the

extended amount for that item. After proposals are opened, the RFP Review Team will check on the quantities shown, and the unit priced proposed. The correct calculation by the RFP shall control over extended amounts or totals shown on this schedule of prices.

9. Proposer will use the following subcontractors in performing the Work, and will use no other subcontractors without the prior approval of St. Charles Parish (attach supplemental sheet, if needed):

Description of Work	Name of Subcontractor
TBD	TBD

10. The Proposer agrees that the Work shall be substantially completed within the prescribed calendar days as stipulated in the Proposal Documents and Contract Documents. Time commences to run as provided in the General Conditions, until completed and ready for final payment.
11. A Letter from Surety (for surety bond only) is attached to and made part of this Proposal.
12. The terms used in this Proposal which are defined in the General Conditions of the Contract Documents included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
13. Following this page are the price and questionnaire sheets
- Cat A Debris Removal – Prices
  - Cat B Emergency Services – Prices
  - Disaster Recovery Services – Prices
  - Financial Criterion – Questions
  - Resources Criterion – Questions
  - Risk Factor Criterion – Questions
  - Technical Criterion – Questions

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Storm Debris Removal and Recovery 2021, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates hereinafter set forth.



Bidder must acknowledge all addendums issued:

Addendum 1 Date 9/14/21

Addendum 2 Date 10/4/21

Addendum 3 Date 11/1/21

Addendum 4 Date 11/15/21

Addendum 5 Date 11/18/21

CONTRACTOR

By: *Kristy Fuentes*

PRINT NAME: Kristy Fuentes

TITLE: Vice President/Secretary/Treasurer

Storm Debris Removal and Recovery 2021

Exhibit C

Category A Debris Removal

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00001	GATHERING, PICK-UP, AND HAULING OF VEGETATIVE DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY	\$7.68	\$7.68
00002	GATHERING, PICK-UP, AND HAULING OF CONSTRUCTION AND DEMOLITION (C&D) DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY	\$8.42	\$8.42
00003	GATHERING, PICK-UP, AND HAULING OF WHITE GOODS TO APPROVED DISPOSAL FACILITY	1	EACH	\$68.00	\$68.00
00004	COLLECTION, REMOVAL, PROCESSING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE TO APPROVED DISPOSAL FACILITY	1	POUND	\$2.99	\$2.99
00005	HAZARDOUS STUMPS UP TO 36 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH	\$150.00	\$150.00
00006	HAZARDOUS STUMPS 36.1 TO 48 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH	\$200.00	\$200.00
00007	HAZARDOUS STUMPS 48.1 INCHES AND LARGER IN DIAMETER REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH	\$325.00	\$325.00
00008	HAZARDOUS TREE REMOVAL UP TO 24 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH	\$185.00	\$185.00
00009	HAZARDOUS TREE REMOVAL 24.1 TO 36 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH	\$240.00	\$240.00
00010	HAZARDOUS TREE REMOVAL 36.1 TO 48 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH	\$350.00	\$350.00
00011	HAZARDOUS TREE REMOVAL 48.1 INCHES AND LARGER IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH	\$390.00	\$390.00
00012	HAZARDOUS HANGERS OVER 2 INCHES IN DIAMETER AT THE BREAK TO APPROVED DISPOSAL FACILITY	1	TREE	\$89.50	\$89.50
00013	GATHERING, PICK-UP, AND HAULING OF VEGETATIVE DEBRIS TO APPROVED DMS SITE	1	CY	\$7.68	\$7.68
00014	GATHERING, PICK-UP, AND HAULING OF CONSTRUCTION AND DEMOLITION (C&D) DEBRIS TO APPROVED DMS SITE	1	CY	\$7.86	\$7.86
00015	GATHERING, PICK-UP, AND HAULING OF WHITE GOODS TO APPROVED DMS SITE	1	EACH	\$68.00	\$68.00
00016	COLLECTION, REMOVAL, PROCESSING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE TO APPROVED DMS SITE	1	POUND	\$2.99	\$2.99

00017	HAZARDOUS STUMPS UP TO 36 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DMS SITE	1	EACH	\$150.00	\$150.00
00018	HAZARDOUS STUMPS 36.1 TO 48 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DMS SITE	1	EACH	\$200.00	\$200.00
00019	HAZARDOUS STUMPS 48.1 INCHES AND LARGER IN DIAMETER REMOVAL, BACKFILLING, AND HAULING TO APPROVED DMS SITE	1	EACH	\$275.00	\$275.00
00020	HAZARDOUS TREE REMOVAL UP TO 24 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH	\$165.00	\$165.00
00021	HAZARDOUS TREE REMOVAL 24.1 TO 36 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH	\$225.00	\$225.00
00022	HAZARDOUS TREE REMOVAL 36.1 TO 48 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH	\$350.00	\$350.00
00023	HAZARDOUS TREE REMOVAL 48.1 INCHES AND LARGER IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH	\$400.00	\$400.00
00024	HAZARDOUS HANGERS OVER 2 INCHES IN DIAMETER AT THE BREAK TO APPROVED DMS SITE	1	TREE	\$89.50	\$89.50
00025	DEMOLITION PLANNING, PREPARATION, AND COMPLETION (NON-ACM)	1	SQFT	\$4.50	\$4.50
00026	DEMOLITION PLANNING, PREPARATION, AND COMPLETION (ACM)	1	SQFT	\$6.90	\$6.90
00027	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY BURNING	1	CY	\$2.48	\$2.48
00028	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY INCINERATION	1	CY	\$2.68	\$2.68
00029	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY CHIPPING/GRINDING	1	CY	\$4.98	\$4.98
00030	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY COMPACTION	1	CY	\$2.68	\$2.68
00031	HAUL OUT 0.00-15 MILES	1	CY	\$3.82	\$3.82
00032	HAUL OUT 15.1-30 MILES	1	CY	\$4.42	\$4.42
00033	HAUL OUT OVER 30 MILES	1	CY	\$4.68	\$4.68

TOTAL CAT A – DEBRIS REMOVAL           \$3,994.76

Storm Debris Removal and Recovery 2021

Exhibit C

Category B Emergency Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00034	LABORER WITH CHAIN SAW	1	HOUR	\$45.00	\$45.00
00035	LABORER WITH SMALL TOOLS	1	HOUR	\$42.50	\$42.50
00036	TRAFFIC CONTROL FLAG PERSON	1	HOUR	\$35.00	\$35.00
00037	CREW FOREMAN	1	HOUR	\$70.00	\$70.00
00038	OPERATIONS SUPERVISOR	1	HOUR	\$70.00	\$70.00
00039	30-60 TON CRANE WITH OPERATOR	1	HOUR	\$185.00	\$185.00
00040	61-90 TON CRANE WITH OPERATOR	1	HOUR	\$275.00	\$275.00
00041	100-TON CRANE WITH OPERATOR	1	HOUR	\$325.00	\$325.00
00042	AIR-CURTAIN INCINERATOR, SELF-CONTAINED SYSTEM	1	HOUR	\$200.00	\$200.00
00043	TUB GRINDER, 800-1,000 HP WITH OPERATOR	1	HOUR	\$450.00	\$450.00
00044	BACKHOE LOADER WITH OPERATOR	1	HOUR	\$195.00	\$195.00
00045	SKID STEER WITH OPERATOR	1	HOUR	\$125.00	\$125.00
00046	BROOM TRACTOR WITH OPERATOR	1	HOUR	\$125.00	\$125.00
00047	BUCKET TRUCK WITH 50'-60' ARM WITH OPERATOR	1	HOUR	\$195.00	\$195.00
00048	BULLDOZER, TRACKED, D5 OR SIMILAR WITH OPERATOR	1	HOUR	\$150.00	\$150.00
00049	BULLDOZER, TRACKED, D6 OR SIMILAR WITH OPERATOR	1	HOUR	\$160.00	\$160.00
00050	BULLDOZER, TRACKED, D7 OR SIMILAR WITH OPERATOR	1	HOUR	\$180.00	\$180.00
00051	BULLDOZER, TRACKED, D8 OR SIMILAR WITH OPERATOR	1	HOUR	\$225.00	\$225.00
00052	DUMP TRUCK, 5-12 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$95.00	\$95.00
00053	DUMP TRUCK, 12-20 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$110.00	\$110.00
00054	DUMP TRUCK, 21-40 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$120.00	\$120.00
00055	DUMP TRAILER WITH TRUCK, 31-60 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$140.00	\$140.00
00056	DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$150.00	\$150.00

00057	GENERATOR WITH LIGHTING, MOBILE	1	HOUR	\$65.00	\$65.00
00058	GRADER WITH 12' BLADE WITH OPERATOR	1	HOUR	\$175.00	\$175.00
00059	HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$165.00	\$165.00
00060	HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$175.00	\$175.00
00061	SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS WITH OPERATOR	1	HOUR	\$195.00	\$195.00
00062	PICKUP TRUCK	1	HOUR	\$35.00	\$35.00
00063	FLATBED TRUCK	1	HOUR	\$45.00	\$45.00
00064	LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT WITH OPERATOR	1	HOUR	\$80.00	\$80.00
00065	WATER TRUCK WITH OPERATOR	1	HOUR	\$125.00	\$125.00
00066	SERVICE TRUCK WITH OPERATOR	1	HOUR	\$125.00	\$125.00
00067	FRONT-END LOADER, 950 OR SIMILAR WITH OPERATOR	1	HOUR	\$165.00	\$165.00
00068	FRONT-END LOADER, 966 OR SIMILAR WITH OPERATOR	1	HOUR	\$175.00	\$175.00
00069	FRONT-END LOADER, 980 OR SIMILAR WITH OPERATOR	1	HOUR	\$195.00	\$195.00
00070	FRONT-END LOADER/BACKHOE 1.0-1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR	\$145.00	\$145.00
00071	SOIL COMPACTOR, UP TO 80 HP WITH OPERATOR	1	HOUR	\$125.00	\$125.00
00072	SOIL COMPACTOR, 81 + HP WITH OPERATOR	1	HOUR	\$135.00	\$135.00
00073	TEMPORARY OFFICE TRAILER	1	DAY	\$250.00	\$250.00
00074	TRUCK SCALE	1	MONTH	\$4,000.00	\$4,000.00

TOTAL CAT B – EMERGENCY SERVICES \$10,042.50

Storm Debris Removal and Recovery 2021

Exhibit C

Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00075	PROJECT COORDINATOR	1	HOUR	\$75.00	\$75.00
00076	FIELD HAZ MATERIAL MANAGER	1	HOUR	\$95.00	\$95.00
00077	HM CONTAIN AREA MANAGER	1	HOUR	\$95.00	\$95.00
00078	FIELD PROJECT SUPERVISOR	1	HOUR	\$75.00	\$75.00
00079	HM AREA SUPERVISOR	1	HOUR	\$75.00	\$75.00
00080	FIELD PROJECT FOREMAN	1	HOUR	\$75.00	\$75.00
00081	HM CONTAINMENT AREA FOREMAN	1	HOUR	\$75.00	\$75.00
00082	FIELD HM TECHNICIAN	1	HOUR	\$95.00	\$95.00
00083	HM CONTAIN AREA TECHNICIAN	1	HOUR	\$95.00	\$95.00
00084	HEALTH & SAFETY SPECIALIST	1	HOUR	\$95.00	\$95.00
00085	PROJECT ENGINEER	1	HOUR	\$125.00	\$125.00
00086	PROJECT GEOLOGIST	1	HOUR	\$125.00	\$125.00
00087	CHEMIST	1	HOUR	\$150.00	\$150.00
00088	REGULATORY MANAGER	1	HOUR	\$95.00	\$95.00
00089	EQUIPMENT OPERATOR	1	HOUR	\$60.00	\$60.00
00090	ASBESTOS ABATEMENT SUPERVISOR	1	HOUR	\$95.00	\$95.00
00091	ASBESTOS ABATEMENT WORKER	1	HOUR	\$95.00	\$95.00
00092	ASBESTOS INSPECTOR	1	HOUR	\$95.00	\$95.00
00093	TRUCK DRIVER	1	HOUR	\$60.00	\$60.00
00094	ADMINISTRATIVE ASSISTANT	1	HOUR	\$30.00	\$30.00
00095	CLERICAL	1	HOUR	\$30.00	\$30.00
00096	PICKUP TRUCK	1	DAY	\$250.00	\$250.00
00097	PICKUP TRUCK EXTENDED CAB	1	DAY	\$350.00	\$350.00
00098	PICKUP TRUCK 4 X 4	1	DAY	\$390.00	\$390.00
00099	PICKUP TRUCK 1 TON	1	DAY	\$425.00	\$425.00
00100	BOX TRUCK	1	DAY	\$475.00	\$475.00
00101	PASSENGER CAR	1	DAY	\$250.00	\$250.00
00102	20' RESPONSE TRAILER	1	DAY	\$250.00	\$250.00
00103	36' RESPONSE TRAILER	1	DAY	\$395.00	\$395.00
00104	OFFICE TRAILER	1	DAY	\$495.00	\$495.00
00105	FLATBED TRAILER	1	DAY	\$350.00	\$350.00
00106	VEHICLE USE – PICKUPS, VANS, CARS	1	MILE	\$0.95	\$0.95
00107	VEHICLE USE – TRAILER, HEAVY TRUCKS	1	MILE	\$1.25	\$1.25
00108	12' WORKBOAT W/MOTOR	1	DAY	\$650.00	\$650.00
00109	12' WORKBOAT W/O MOTOR	1	DAY	\$350.00	\$350.00
00110	VACUUM TRUCK 3500 GALLON	1	DAY	\$395.00	\$395.00
00111	LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT. SCBA, 1 SCBA BOTTLE, GLOVES, AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	1	DAY	\$1,270.00	\$1,270.00

00112	LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACEMENT)	1	DAY	\$720.00	\$720.00
00113	LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT)	1	DAY	\$300.00	\$300.00
00114	SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	1	EACH	\$20.00	\$20.00
00115	CASCADE AIR SYSTEM PER EMPLOYEE	1	DAY	\$125.00	\$125.00
00116	AIR FILTRATION PANAL	1	DAY	\$20.00	\$20.00
00117	AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OR AIRLINE	1	DAY	\$325.00	\$325.00
00118	RESPIRATOR AIRLINE 50' SECTION	1	EACH	\$90.00	\$90.00
00119	RESPIRATOR CARTRIDGES	1	PAIR	\$60.00	\$60.00
00120	LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH	\$740.00	\$740.00
00121	LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH	\$200.00	\$200.00
00122	TYVEK	1	EACH	\$25.00	\$25.00
00123	PROSHIELD	1	EACH	\$10.00	\$10.00
00124	SARANEX	1	EACH	\$25.00	\$25.00
00125	ACID SUIT	1	EACH	\$100.00	\$100.00
00126	RAIN SUIT	1	EACH	\$20.00	\$20.00
00127	NEOPRENE GLOVES	1	PAIR	\$5.00	\$5.00
00128	NITRILE GLOVES	1	PAIR	\$2.00	\$2.00
00129	SILVERSHIELD GLOVES	1	PAIR	\$8.50	\$8.50
00130	PVC GLOVES	1	PAIR	\$10.00	\$10.00
00131	COTTON OR LATEX GLOVES	1	PAIR	\$5.00	\$5.00
00132	LEATHER WORK GLOVES	1	PAIR	\$3.00	\$3.00
00133	PVC BOOTS (HAZMAX)	1	PAIR	\$35.00	\$35.00
00134	BOOT COVERS	1	PAIR	\$5.00	\$5.00
00135	HEARING PROTECTION	1	PAIR	\$2.00	\$2.00
00136	HIGH HAZARD PERSONNEL DECONTAMINATION	1	DAY	\$75.00	\$75.00
00137	LOW HAZARD PERSONNEL DECONTAMINATION	1	DAY	\$50.00	\$50.00
00138	PORTABLE EYEWASH STATION	1	DAY	\$250.00	\$250.00
00139	FIRST AIR STATION	1	DAY	\$350.00	\$350.00
00140	PERSONNEL RETRIEVAL SYSTEM	1	DAY	\$55.00	\$55.00
00141	PERSONNEL RETRIEVAL HARNESS	1	DAY	\$30.00	\$30.00
00142	COMBUSTION GAS INDICATOR	1	DAY	\$95.00	\$95.00
00143	TOXIC GAS INDICATOR	1	DAY	\$125.00	\$125.00
00144	PHOTOIONIZATION DETECTOR	1	DAY	\$125.00	\$125.00
00145	HAZCAT KIT	1	DAY	\$250.00	\$250.00
00146	DETECTOR TUBES	1	TEN PACK	\$59.00	\$59.00
00147	PH PAPER	1	PACK	\$10.00	\$10.00
00148	SPILL CLASSIFIER	1	STRIP	\$25.00	\$25.00
00149	PERSONNEL AIR SAMPLING PUMP	1	DAY	\$150.00	\$150.00
00150	ASBESTOS BULK SAMPLE	1	EACH	\$50.00	\$50.00
00151	HAND AUGER STAINLESS STEEL	1	DAY	\$200.00	\$200.00
00152	MECHANIZED BROOM	1	HOUR	\$75.00	\$75.00

00153	BACKHOE WITH OPERATOR	1	DAY	\$1,250.00	\$1,250.00
00154	BACKHOE EXTENDAHOE WITH OPERATOR	1	DAY	\$1,250.00	\$1,250.00
00155	TRACKHOE 490 OR EQUIVALENT WITH OPERATOR	1	DAY	\$1,250.00	\$1,250.00
00156	BULLDOZER D4 OR EQUIVALENT WITH OPERATOR	1	DAY	\$1,250.00	\$1,250.00
00157	12 TON LOWBOW WITH OPERATOR	1	DAY	\$600.00	\$600.00
00158	50 TON LOWBOY WITH OPERATOR	1	DAY	\$700.00	\$700.00
00159	SKID STEER (BOBCAT) WITH OPERATOR	1	DAY	\$1,200.00	\$1,200.00
00160	DUMP TRUCK WITH OPERATOR	1	HOUR	\$900.00	\$900.00
00161	HAND OPERATED TRANSFER PUMP	1	DAY	\$50.00	\$50.00
00162	1" DIAPHRAGM PUMP	1	DAY	\$150.00	\$150.00
00163	2" DIAPHRAGM PUMP	1	DAY	\$200.00	\$200.00
00164	2" DIAPHRAGM PUMP SS	1	DAY	\$250.00	\$250.00
00165	3" DIAPHRAGM PUMP	1	DAY	\$300.00	\$300.00
00166	1" SUCTION OR DISCHARGE HOSE	1	DAY	\$95.00	\$95.00
00167	2" SUCTION OR DISCHARGE HOSE	1	DAY	\$150.00	\$150.00
00168	3" SUCTION OR DISCHARGE HOSE	1	DAY	\$195.00	\$195.00
00169	2" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY	\$195.00	\$195.00
00170	3" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY	\$195.00	\$195.00
00171	SMALL COMPRESSOR	1	DAY	\$650.00	\$650.00
00172	185 CFM COMPRESSOR	1	DAY	\$650.00	\$650.00
00173	AIRHOSE SECTION	1	DAY	\$125.00	\$125.00
00174	PORTABLE LIGHT STAND	1	DAY	\$650.00	\$650.00
00175	4000-5000-WATT GENERATOR	1	DAY	\$650.00	\$650.00
00176	ELECTRICAL CORD SECTION (50')	1	DAY	\$25.00	\$25.00
00177	SPIKE BAR	1	DAY	\$35.00	\$35.00
00178	AIRLESS SPRAYER	1	DAY	\$65.00	\$65.00
00179	PRESSURE WASHER	1	DAY	\$195.00	\$195.00
00180	WATER HOSE SECTION (GARDEN)	1	EACH	\$25.00	\$25.00
00181	CUTTING TORCH	1	DAY	\$100.00	\$100.00
00182	WAIRE WELDER	1	DAY	\$100.00	\$100.00
00183	AIR BLOWER	1	DAY	\$50.00	\$50.00
00184	HEPA VAC	1	DAY	\$100.00	\$100.00
00185	BARREL CART	1	DAY	\$35.00	\$35.00
00186	WHEELBARROW	1	DAY	\$35.00	\$35.00
00187	OIL DRY SPREADER	1	DAY	\$20.00	\$20.00
00188	TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	1	DAY	\$350.00	\$350.00
00189	DRILL WITH BITS	1	DAY	\$50.00	\$50.00
00190	GROUNDING CABLE AND ROD	1	DAY	\$50.00	\$50.00
00191	CIRCULAR SAW	1	DAY	\$50.00	\$50.00
00192	HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	1	DAY	\$50.00	\$50.00
00193	TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	1	DAY	\$50.00	\$50.00
00194	WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	1	DAY	\$50.00	\$50.00
00195	STEP LADDERS	1	DAY	\$50.00	\$50.00
00196	EXTENSION LADDERS	1	DAY	\$60.00	\$60.00
00197	PHOTOGRAPHIC EQUIPMENT	1	DAY	\$100.00	\$100.00
00198	PORTA JOHN	1	DAY	\$150.00	\$150.00



00199	FLASHLIGHTS	1	EACH	\$15.00	\$15.00
00200	HANDHELD RADIOS	1	DAY	\$50.00	\$50.00
00201	DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	1	LUMP SUM	\$350.00	\$350.00
00202	5" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH	\$125.00	\$125.00
00203	8" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH	\$150.00	\$150.00
00204	3' X 12' ABSORBENT BOOM - UNIVERSAL	1	EACH	\$350.00	\$350.00
00205	ABSORBENT PADS BUNDLE - PETROLEUM	1	EACH	\$100.00	\$100.00
00206	ABSORBENT PADS BUNDLE - UNIVERSAL	1	EACH	\$100.00	\$100.00
00207	ABSORBENT CLAY BAG	1	EACH	\$35.00	\$35.00
00208	OIL DRY	1	EACH	\$25.00	\$25.00
00209	PEAT MOSS	1	EACH	\$40.00	\$40.00
00210	VERMICULITE	1	EACH	\$50.00	\$50.00
00211	SODA ASH BAG	1	EACH	\$60.00	\$60.00
00212	4 MIL 20 X 100 POLYETHYLENE	1	ROLL	\$225.00	\$225.00
00213	6 MIL 20 X 100 POLYETHYLENE	1	ROLL	\$250.00	\$250.00
00214	6 MIL BAGS	1	EACH	\$36.00	\$36.00
00215	DUCT TAPE	1	ROLL	\$12.00	\$12.00
00216	55- GALLON DRUMS	1	EACH	\$98.00	\$98.00
00217	55- GALLON DRUMS LINER 10 MIL	1	EACH	\$26.00	\$26.00
00218	FIBER DRUMS	1	EACH	\$125.00	\$125.00
00219	30- GALLON OVERPACK	1	EACH	\$90.00	\$90.00
00220	95 GALLON POLY OVERPACK	1	EACH	\$225.00	\$225.00
00221	DOT HAZARDOUS WASTE LABELS	1	EACH	\$10.00	\$10.00
00222	FIRE EXTINGUISHER	1	EACH	\$60.00	\$60.00
00223	CAUTION/HAZARD TAPE	1	EACH	\$30.00	\$30.00
00224	RESPIRATOR WIPES	1	EACH	\$5.00	\$5.00
00225	KAPPLER TAPE	1	ROLL	\$30.00	\$30.00

TOTAL CAT C - DISASTER RECOVERY SERVICES \$30,308.70

Storm Debris Removal and Recovery 2021

Exhibit C

Financial Criterion

Description	Response Points						Response	
	5	4	3	2	1	0		
<b>Letter from Surety</b> Able to provide letter from Surety indicating ability to bond to <b>AT LEAST</b> \$1,000,000.00 (Letter in submittal must state this).	Yes	<b>MAX POINTS POSSIBLE 5</b>					No	5
<b>Payment Terms</b> Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with payment terms less than 30 days	<b>MAX POINTS POSSIBLE 5</b>							
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	5	
<b>Billing Cycle</b> Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with ability to invoice less than 30 days	<b>MAX POINTS POSSIBLE 5</b>							
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	5	

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Storm Debris Removal and Recovery 2021

Exhibit C

Resource Criterion

Description	Response Points						Response
	10	8	6	4	2	0	
<b>Owned Equipment</b>							
Percentage of equipment <b>OWNED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer	100-80	79-60	59-40	39-20	19-10	9-0	6
<b>Rented Equipment</b>	<b>MAX POINTS POSSIBLE 2</b>				20 or less	21 or more	2
Percentage of equipment <b>RENTED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer							
<b>Number of Personnel</b>							
Number of Full-time Personnel employed by the Contractor available for use on this Contract (Operators & Managers)	<b>MAX POINTS POSSIBLE 6</b>		50 or more	25-49	10-24	0-9	6
<b>Disaster Experience</b>							
Total Number of projects participated and completed as Prime Contractor for Presidentially Declared events	<b>MAX POINTS POSSIBLE 6</b>		10 or more	9-6	5-2	1-0	6
<b>Local Participation</b>							
Percentage of staffing by Local Labor	<b>MAX POINTS POSSIBLE 6</b>		50 or more	49-30	29-10	9-0	6

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Storm Debris Removal and Recovery 2021

Exhibit C

Risk Factor Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Risk Factors</b>	<b>MAX POINTS POSSIBLE 30</b>						
Number of projects as Prime Contractor responding to presidentially declared disasters where the following risk factors were present:							
Flood Water	<input checked="" type="radio"/>						No 5
Lack of Electricity (use of Generators Employed)	<input checked="" type="radio"/>						No 5
Lack of Housing (Mobile Units were Commissioned)	<input checked="" type="radio"/>						No 5
Damaged Roads (Temporary Roads were Built)	<input checked="" type="radio"/>						No 5
Office Space (Mobile Units were Supplied)	<input checked="" type="radio"/>						No 5
Security (Provided Temporary Security Measures)	<input checked="" type="radio"/>						No 5

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Storm Debris Removal and Recovery 2021

Exhibit C

Technical Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Mobilization</b>	<b>MAX POINTS POSSIBLE 10</b>						
Percentage of removal crews mobilized in the following periods:							
In 24 Hour	100-80	79-60	59-40	39-20	19-10	9-0	4
In 72 Hour	100-80	79-60	59-40	39-20	19-10	9-0	5
<b>Type of Disaster</b>	<b>MAX POINTS POSSIBLE 9</b>						
Prime Contractor responding to Presidentially Declared Disasters for each Type of Disaster:							
Hurricane and/or Tropical Storm		Yes				No	3
Flood		Yes				No	3
Tornado		Yes				No	3
<b>Type of Debris Removal</b>	<b>MAX POINTS POSSIBLE 6</b>						
Prime Contractor responding to Presidentially Declared Disasters for each Type of Debris:							
Vegetative Debris				Yes		No	2
Construction & Demolition Debris				Yes		No	2
Hazardous Waste				Yes		No	2
<b>Quantity of Debris Removed</b>	<b>MAX POINTS POSSIBLE 12</b>						
Number of Projects as Prime Contractor responding to Presidentially Declared Disasters for removal of the following volumes of debris:							
0-99,999 CY		10 or more	9-6	5-2	1-0		3
100,000-499,999 CY		10 or more	9-6	5-2	1-0		3
500,000-1,000,000 CY		10 or more	9-6	5-2	1-0		3
Over 1,000,000 CY		10 or more	9-6	5-2	1-0		3
<b>Approach and Methodology</b>	<b>MAX POINTS POSSIBLE 8</b>						
Prime Contractor responding to Presidentially Declared Disasters demonstrating the use of the following:							
Use of a Burn Site		Yes				No	4
Chipping/Reduction Experience		Yes				No	4

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November 11, 2021

St. Charles Parish Council  
Parish of St. Charles  
15045 River Road  
Hahnville, LA 70057

Re: DRC Emergency Services, LLC  
Project: Storm Debris Removal and Recovery 2021, Project 210801

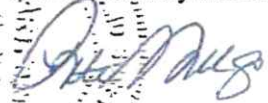
To Whom It May Concern:

Travelers Casualty and Surety Company of America (Travelers) has issued surety bonds for DRC Emergency Services, LLC (DRC). In this capacity we have become very familiar with their management, financial and performance capabilities. Through Travelers, we have established a bonding program with a single project limit of \$500,000,000 as long as these projects fit within an aggregate program of \$1 Billion. Travelers is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is currently rated A++ (Superior) with a Financial Size Category of XV by A. M. Best.

It is our understanding that DRC Emergency Services, LLC intends to submit a proposal to you. Based on the bonding requirements in this Request for Proposal, Travelers is agreeable to issue the required 100% performance and payment bonds, of at least \$1,000,000, paid in full, on behalf of DRC, upon a valid Contract/Notice to Proceed/Task Order as required by contract, subject to Traveler's acceptable review of contract terms, contract amount, bond forms, and financing and other pertinent underwriting information at the time the bonds are requested. Please understand that any arrangement for any bonds is a matter between DRC and Travelers. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with DRC has been excellent, and we highly recommend them to you.

Sincerely,  
Travelers Casualty and Surety Company of America

  
Rita G. Gulizo  
Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

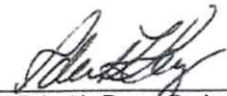
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rita G Guilzo** of **NEW ORLEANS**, Louisiana, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **November**, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
GENERAL SPECIFICATIONS**

1.0 GENERAL

- 1.1 The purpose of this contract is to provide disaster debris removal and recovery service assistance to the PARISH when affected by a natural or manmade disaster during the term of this contract. The CONTRACTOR will remove, reduce and dispose of all eligible debris from the Rights-of-Way (ROW), PARISH owned property, and eligible private property within St. Charles Parish. This does not include the Rights-of-Way of State and Federal Highways. These ROWs are the sole responsibility of the Louisiana Department of Transportation and Development. The areas to be included as part of this contract are all roads and municipal roads and streets located within St. Charles Parish. These roads and streets are shown on the Louisiana Department of Transportation and Development Emergency Relief Funding Eligibility Map for St. Charles Parish available at:

[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Multimodal/Data\\_Collection/Mapping/Emergency%20Relief%20Funding%20Eligibility%20Maps/StCharles\\_Emergency\\_Funding.pdf](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Multimodal/Data_Collection/Mapping/Emergency%20Relief%20Funding%20Eligibility%20Maps/StCharles_Emergency_Funding.pdf)

**The eligible roads and street are shown as “FEMA Local Roads” in the legend. Those designated as “FHWA State Routes, FEMA State Routes, and FHWA Local Roads” are not eligible and not included in this scope of work.**

2.0 SERVICES

- 2.1 The CONTRACTOR shall provide for disaster debris removal and recovery services in accordance with this contract.
- 2.2 Debris that is collected and requires a permit for disposal shall be taken to an existing permitted dumpsite according to Parish requirements and permits.
- 2.3 Work shall consist of clearing and removing any and all **eligible** debris from the public right-of-way (ROW) of streets and roads, as directed by the PARISH. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling the debris to the approved dumpsite or landfill; 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled or dumped under this contract.
- 2.4 Debris removal shall include all eligible debris found on the ROW within the area designated by the PARISH. The PARISH may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The CONTRACTOR shall make as many passes through the designated area as



required by the PARISH. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the PARISH. Any eligible debris, such as fallen trees, which extends on to the ROW from private property, shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto any private property during the performance of the contract without prior authorization from the Parish.

- 2.5 Vegetative debris shall be removed from curbside / roadside / or eligible private property and taken to the nearest approved landfill. Tipping Fees shall be paid by the Parish.
- 2.6 Construction and Demolition (C&D) debris shall be removed from curbside / roadside / or eligible private property and taken to the nearest approved landfill. Tipping Fees shall be paid by the Parish.
- 2.7 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, Local Government or Agencies, or of any Public Utilities.
- 2.8 The PARISH reserves the right to inspect the site, verify quantities, and review operation at any time.
- 2.9 All work shall be accomplished in a safe manner.

### 3.0 ADMINISTRATIVE REQUIREMENTS

- 3.1 **Parish Furnished Resources.** The St. Charles Parish Director of Public Works shall appoint the Parish Contract Manager as the Parish Project Manager for this contract and he/she will provide oversight of the activities conducted hereunder. Notwithstanding the CONTRACTOR's responsibility for management during the performance of this contract, the assigned Project Manager shall be the principal point of contact on behalf of the PARISH and will be the principal point of contact for CONTRACTOR concerning CONTRACTOR's administrative performance under this contract. Regarding the CONTRACTOR's technical performance under this contract, the principal point of contact will be the PARISH's debris removal and recovery services program manager, designated as "Engineer" in the Contract Documents. The Engineer shall be the sole point of contact regarding performance under the Technical Specifications of this contract.
- 3.2 **Taxes.** The CONTRACTOR is responsible for payment of all applicable taxes from the funds to be received under this contract.

- 3.3 **Permits.** All permits or licenses required for completion of the Work shall be the CONTRACTOR's responsibility. In any case, it is the sole responsibility of the CONTRACTOR to verify that any required local permits for debris removal and/or any other recovery related services have been obtained prior to mobilizing to any site for debris removal or recovery related activities.

#### 4.0 COMPENSATION PERIOD FOR PERFORMANCE

- 4.1 **Payment Terms.** Payment for the removal of debris, including all costs associated with loading, hauling and dumping at the designated site, will be paid for in accordance with the Contract Schedule of Prices.

CONTRACTOR in accordance with the Pricing Schedule set forth may invoice the PARISH bi-weekly. The invoice will be pre-audited against the terms of the agreement. Upon successful audit review, payment to the contract is authorized and Payments will be made by the PARISH. Invoices shall include the contract and order number, using department and product or service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Note: On FEMA funded projects, payment to CONTRACTOR may be negotiated to delay payment to CONTRACTOR until receipt of payment from FEMA.

- 4.2 **Retainage.** Retainage of 10% of the total price (up to \$500,000) will be withheld until forty-five (45) days after formal acceptance of the work. If the total price of the project exceeds \$500,000, retainage of 5% of the total price will be withheld until forty-five (45) days after formal acceptance of the work.

- 4.3 **Ability to Withhold Payments.** The PARISH may withhold payments to the CONTRACTOR as may be necessary to protect itself from (1) loss for defective or inferior work; (2) damage to the property of St. Charles Parish or the property of others caused by the CONTRACTOR; (3) failure of the CONTRACTOR to provide deliverables on a schedule to be determined by the PARISH and CONTRACTOR during negotiations; (4) failure of the CONTRACTOR to meet performance measures agreed upon by the CONTRACTOR and the PARISH during negotiations; (5) failure by the CONTRACTOR to make payments properly to subcontractors or to pay for labor, materials or equipment; and (6) failure by the CONTRACTOR to pay applicable taxes due on this project.

CONTRACTOR shall promptly correct all work rejected by the PARISH as failing to conform to the Contract Documents. CONTRACTOR shall bear all costs of correcting such rejected work.

- 4.4 **Consumer Price Index.** The unit prices can be adjusted upward or downward on January 1, 2019, and annually thereafter to reflect the change in the cost of

doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the remainder of the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before ninety (90) days prior to January 1, 2019, and each succeeding year thereafter the CONTRACTOR will compute the most recent percent increase or decrease in the CPI which is then available and the unit prices, as previously adjusted, will be further adjusted if necessary. The CONTRACTOR shall furnish the PARISH at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the unit prices for any one year exceed five (5%) percent. The unit prices, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2019, each year thereafter.

## 5.0 TERMINATION

- 5.1 **Termination for Cause.** See Exhibit D Compliance Provisions for Federally Assisted Contracts and Subcontracts
- 5.2 **Termination for Convenience.** See Exhibit D Compliance Provisions for Federally Assisted Contracts and Subcontracts
- 5.3 **Termination for Orders issued by Governmental Agencies or Courts.** If a governmental agency with jurisdiction over the scope of services to be provided herein, or a court suspends or terminates the PARISH's authority to issue Work Orders for reasons beyond the control of the PARISH, then the contract shall be suspended or terminated.
- 5.4 **Payment following Termination.** The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## 6.0 JURISDICTION

- 6.1 The Request for Proposals and any resulting contract shall be governed by the Laws of the State of Louisiana.
- 6.2 **Exclusive Jurisdiction and Venue:** For all claims arising out of or related to this contract, the CONTRACTOR hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (A) pleas of jurisdiction based upon the

CONTRACTOR's residence and (B) right of removal to federal court based upon diversity of citizenship.

## 7.0 PERFORMANCE SCHEDULE AND CONTRACT TERM

- 7.1 The contract will be a standby contract for use in dealing with response to emergency situations. Work related to the contract shall commence upon an emergency declaration for St. Charles Parish being issued by the President of the United States of America for public assistance and issuance of a Work Order and Notice to Proceed by the Parish President or his designee. Work may be authorized by specific item identified in the Scope of Work.
- 7.2 The term of this Agreement shall be for a three (3) year period beginning **April 1, 2022**, and ending on **December 31, 2024**. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended annually. Maximum allowable time for completion of each Work Order will be 60 days from Notice to Proceed.
- 7.3 The CONTRACTOR shall commence performance within twenty-four (24) hours of receipt of a Work Order and Notice to Proceed issued by the Parish President or his designee.
- 7.4 Regular working hours are defined as 7:00 a.m. to 6:00 p.m., Monday through Saturday. Requests to work during other than regular working, or during any legal holiday, must be submitted to the Engineer at least 72 hours in advance of the period of such work requested for. Emergency work may be done without prior approval.
- 7.5 Liquidated Damages: The PARISH and CONTRACTOR recognize that the PARISH will suffer direct financial loss if work is not completed within the time specified in the individual Work Orders, plus any time extensions allowed. Accordingly, CONTRACTOR agrees to forfeit and pay the PARISH as liquidated damages for delay the amount of Five Hundred (\$500.00) dollars for each calendar day that expires after the Work Order deadline until the work is completed. These amounts represent a reasonable estimate of PARISH's expenses for extended delays for inspection, engineering services and administrative costs associated with such delay.
- 7.6 Work Order extensions must be requested by the CONTRACTOR in writing to the PARISH and Engineer identified by the PARISH.

## 8.0 EQUIPMENT

- 8.1 All trucks and other equipment must be in compliance with applicable Federal, State, and Local Rules and Regulations. Any trucks used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate and tarp that will effectively contain the debris during the transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed of 2" by 6" boards or greater and notto extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the PARISH or its representative. The CONTRACTOR shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** Equipment will be inspected prior to use by theCONTRACTOR.
- 8.2 Trucks and other heavy equipment designed for use under this contract shall be equipped with two signs: one attached to each side. The PARISH will furnish these signs to the CONTRACTOR. The signs remain the property of the PARISH and will be returned to the PARISH at the conclusion of the each project.
- 8.3 Prior to commencing debris removal operations, the CONTRACTOR shall present to the PARISH's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailerwith permanent marking. Each truck or trailer will also be numbered for identification with permanent marking.
- 8.4 Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the period of activated contract. Under no circumstances will the CONTRACTOR mix the debris hauled for others with debris hauled under this contract.
- 8.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) with the exception of dump trucks and non-rubber tired equipment must be approved by the PARISH.

## 9.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by Section 01035, ChangeOrders. No oral understanding or agreement not incorporated in the Contract Documents is binding on any parties.

## 10.0 OTHER CONSIDERATIONS

10.1 The CONTRACTOR shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the CONTRACTOR's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

10.2 The CONTRACTOR must be duly licensed in accordance with State of Louisiana's Statutory Requirements to perform the work. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the PARISH.

10.3 The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signal, equipment, and other devices necessary to meet Federal, State, and Local Requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner.

## 11.0 MISCELLANEOUS

11.1 The CONTRACTOR warrants and personally guarantees that he/she had the requisite and necessary authority to enter and sign this contract on behalf of the entity.

## 12.0 WARRANTIES AND REPRESENTATION

12.1 This contract is binding upon and insures to the benefit of the PARISH and the CONTRACTOR, and the CONTRACTOR'S successors and assigns.

- 12.2 The CONTRACTOR shall comply with all Federal, State, and local laws and regulations. Subcontractors used in the performance of this contract have the same qualifications.

### 13.0 NOTICES

- 13.1 Notices of conditions or situations affecting the work to be performed under this contract shall be given in writing between designated personnel of the CONTRACTOR and the PARISH.

- 13.2 All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below:

If to the Contractor: Contract information

If to the Parish: Contract Monitor  
St. Charles Parish Dept. of Public Works  
100 River Oaks Dr.  
Destrehan, La. 70047

### 14.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 14.1 When the CONTRACTOR's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

- 14.2 Corrective Actions: If deficiencies are identified, the CONTRACTOR must take action to correct those deficiencies using one, or in some cases a combination of, the following:

- A. Stop Unsafe Work. The PARISH's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

- B. Issue a Stop Work Order. If the PARISH's authorized agent determines the deficiency is serious, the PARISH can issue a stop work order.

- C. Reduced Value Deduction. The PARISH may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the PARISH or another contractor rather than the CONTRACTOR under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain

deficiencies will be made using approved methods. The contract may be terminated. The PARISH may discuss corrective actions with the CONTRACTOR to prevent further occurrences.

- 14.3 The PARISH's authorized agent will notify the CONTRACTOR, in writing, of any observed noncompliance with the aforementioned Federal, State or Local Laws or Regulations. Such notice, when delivered to the CONTRACTOR at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the PARISH's authorized agent of proposed corrective action, and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the PARISH's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the CONTRACTOR.

## 15.0 USE OF SUBCONTRACTORS

- A. Each CONTRACTOR shall serve as the single prime CONTRACTOR for all work performed pursuant to its contract. That prime CONTRACTOR shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into SUBCONTRACTOR arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime CONTRACTOR acknowledges total responsibility for the entire contract.
- B. If it becomes necessary for the prime CONTRACTOR to use SUBCONTRACTORS, the PARISH urges the prime CONTRACTOR to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any SUBCONTRACTOR used by the prime should be identified to the PARISH Project Manager. The CONTRACTOR is limited to two tiers below its company.
- C. Information required of the prime CONTRACTOR under the terms of this RFP, is also required for each SUBCONTRACTOR and the SUBCONTRACTORS must agree to be bound by the terms of the contract. The prime CONTRACTOR shall assume total responsibility for compliance.
- D. The CONTRACTOR shall include all SUBCONTRACTORS as insured's under its policies or shall insure that all SUBCONTRACTORS satisfy the same insurance requirements Stated herein for the CONTRACTOR.



## 16.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
- B. CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or SUBCONTRACTORS and shall fully indemnify and hold harmless the PARISH from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by CONTRACTOR, its agents, employees, partners or SUBCONTRACTORS in the performance of this contract, without limitation; provided, however, that the CONTRACTOR shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the PARISH.
- C. CONTRACTOR will indemnify, defend and hold the PARISH harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the PARISH in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the PARISH shall give the CONTRACTOR: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR's sole expense, and (iii) assistance in the defense of any such action at the expense of CONTRACTOR. Where a dispute or claim arises relative to a real or anticipated infringement, the PARISH may require CONTRACTOR, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- D. The CONTRACTOR shall not be obligated to indemnify that portion of a claim or dispute based upon: i) PARISH's unauthorized modification or alteration of a Product, Material, or Service; ii) PARISH's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by CONTRACTOR; iii) PARISH's use in other than the specified operating conditions and environment.

- E. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if CONTRACTOR believes that it maybe enjoined, CONTRACTOR shall have the right, at its own expense and sole discretion as the PARISH's exclusive remedy to take action in the following order of precedence: (i) to procure for the PARISH the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of atleast equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the PARISH up to the dollar amount of the Contract.
  
- F. For all other claims against the CONTRACTOR where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, CONTRACTOR's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the CONTRACTOR under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the CONTRACTOR is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
  
- G. The PARISH may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due CONTRACTOR, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## 17.0 ASSIGNMENT

Assignment of contract, or any payment under the contract, requires the advanced written approval of St. Charles Parish.

## 18.0 NO GUARANTEE OF QUANTITIES

- A. The right is reserved by the PARISH to increase or decrease the amount, at the unit prices stated in the proposal.

- B. Neither the PARISH nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

#### 19.0 AUDIT OF RECORDS

The St. Charles Parish, Louisiana auditor, federal auditors and auditors of other agencies shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable PARISH and Federal Law. Records shall be made available during normal working hours for this purpose.

#### 20.0 CIVIL RIGHTS COMPLIANCE

The CONTRACTOR agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and CONTRACTOR agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CONTRACTOR agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

#### 21.0 RECORD RETENTION

The CONTRACTOR shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

#### 22.0 RECORD OWNERSHIP

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

#### 23.0 CONTENT OF CONTRACT/ ORDER OF PRECEDENCE

In the event of an inconsistency between the contract, the RFP and/or the CONTRACTOR's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the CONTRACTOR's Proposal.

#### 24.0 CONTRACT CHANGES

- A. No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the PARISH.
- B. Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or CONTRACTOR change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### 25.0 SUBSTITUTION OF PERSONNEL

The PARISH intends to include in any contract resulting from this RFP the following condition: Substitution of Personnel: If, during the term of the contract, the CONTRACTOR or SUBCONTRACTOR cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the PARISH for approval prior to any management personnel substitution. It shall be acknowledged by the CONTRACTOR that every reasonable attempt shall be made to assign the personnel listed in the CONTRACTOR's proposal.

#### 26.0 GOVERNING LAW

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### 27.0 CLAIMS OR CONTROVERSIES

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

#### 28.0 PROPOSER'S CERTIFICATION OF OMB A-133 COMPLIANCE

**Certification of no suspension or debarment.** By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any

SUBCONTRACTORS, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

29.0 INSURANCE

The Contractor shall maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. Evidence shall be submitted in contractor's proposal that insurance, in the amounts below, shall be provided if a contract is awarded. All insurance shall be by insurers and for policy limits acceptable to the Parish. **Before commencement of work hereunder(issuance of Notice to Proceed) the Contractor agrees to furnish the Parish Certificates of Insurance or other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force.** The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

Furthermore, the Parish shall be named as an additional insured on these policies. For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<b>Coverages</b>	<b>Limits of Liability</b>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability except Automobile	\$1,000,000 each occurrence
Property Damage Liability except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
TECHNICAL SPECIFICATIONS  
SECTION 01010 - SUMMARY OF WORK**

1.01 PROJECT DESCRIPTION

- A The purpose of this contract is to provide disaster debris removal and recovery service assistance to the PARISH when affected by a natural or manmade disaster during the term of this contract. The CONTRACTOR will remove, reduce and dispose of all eligible debris from the Rights-of-Way (ROW), PARISH owned property, and eligible private property within St. Charles Parish. This does not include the Rights-of-Way of State and Federal highways. These ROWs are the sole responsibility of the Louisiana Department of Transportation and Development. The areas to be included as part of this contract are all roads and municipal roads and streets located within St. Charles Parish. These roads and streets are shown on the Louisiana Department of Transportation and Development Emergency Relief Funding Eligibility Map for St. Charles Parish available at:

[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Multimodal/Data\\_Collection/Mapping/Emergency%20Relief%20Funding%20Eligibility%20Maps/StCharles\\_Emergency\\_Funding.pdf](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Multimodal/Data_Collection/Mapping/Emergency%20Relief%20Funding%20Eligibility%20Maps/StCharles_Emergency_Funding.pdf)

**The eligible roads and street are shown as “FEMA Local Roads” in the legend. Those designated as “FHWA State Routes, FEMA State Routes, and FHWA Local Roads” are not eligible and not included in this scope of work.**

- B The PARISH anticipates issuance of a Notice to Proceed immediately following an event. Mobilization of CONTRACTOR’s advance resources to initiate recovery is expected to follow within twenty-four (24) hours.
- C The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, Local government or agencies, or of any public utilities.

1.02 WORK RELATED CONDITIONS

The following is a listing of services and/or tasks to be provided by CONTRACTOR to PARISH upon receipt by CONTRACTOR of a Notice to Proceed:

A Mobilization

CONTRACTOR will strive to mobilize the management, equipment, operators, and laborers required to begin debris removal operations.

CONTRACTOR shall be capable of mobilizing twenty (20) crews within seventy two (72) hours of receipt of a Work Order and Notice to Proceed. A crew shall consist of, at a minimum: 2-3 trucks, a loader, two (2) flag persons, a truck driver, an operator, and two (2) laborers with rakes and/or gas powered blowers for cleanup of any leaves or debris discharged in the course of picking up the bulk debris items.

The PARISH will have several Debris Management Sites (DMS) for its own use. If they are available and with PARISH permission, CONTRACTOR may stockpile at one of these DMS's temporarily until crews become fully operational. Any use of SCP DMS is totally at CONTRACTOR's expense.

The PARISH may at its sole discretion reduce the number of crews required to mobilize within the initial twenty-four (24) hour period.

B. Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes to the public right-of-way as identified by and directed by the PARISH. This operational aspect of the scope of services shall be for the first 70 hours of work or until all streets and roads have been cleared. Once this task is accomplished, the following tasks will begin as required.

C. Debris Removal from Public Rights-of-way and PARISH DMS

As identified by and directed by the PARISH, the CONTRACTOR shall accomplish the pick-up, loading and hauling of all eligible debris from public property, rights-of way, and PARISH DMS sites. CONTRACTOR shall maintain all work sites to appropriate use standards, safety standards, and regulatory requirements.

The PARISH may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The CONTRACTOR shall make as many passes through the designated area as required by the PARISH. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the PARISH. Any eligible debris, such as fallen trees, which extends on to the ROW from private property, shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto any private property during the performance of the contract without prior

authorization from the Parish.

D. Demolition of Structures, Debris Removal from Private Property (Rights-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR as identified by and directed by the PARISH, will accomplish the pick-up and hauling of debris from private property. Upon receipt of the completed right of entry form, hold harmless agreement, and execution of the non-duplication of benefits agreement from the PARISH, the CONTRACTOR shall also demolish those residences and personal property, as identified by the PARISH. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The PARISH feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. The CONTRACTOR shall maintain debris worksites to appropriate use standards, safety standards, and regulatory requirements.

E. CONTRACTOR Debris Management Sites (DMS)

To the extent requested by CONTRACTOR, the PARISH will assist and cooperate in the identification of other areas within the work area to be utilized and permitted as DMS's by the CONTRACTOR. CONTRACTOR is responsible for DMS site preparation, including but not limited to, work and materials necessary to build and maintain roads for one way ingress and egress, or any roads throughout the site, any environmental requirements to include but not limited to, wind-born debris control fencing, silt fencing or water retention berms; securing permits from LADEQ, and all cost associated with its set up.

F. CONTRACTOR DMS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. The DMS will be restored to its pre-use condition.

This shall include baseline soil and groundwater testing, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS; copies of these reports must be submitted to the Parish within 48 hrs. of the receipt of the results.

G. Hazardous Hangers, Trees & Stumps (Removal, Back-fill, Haul)

As directed by the PARISH, the CONTRACTOR shall remove all hazardous hangers, trees and stumps, as identified by the PARISH, and haul each stump to



the designated disposal location. All hangers shall be inspected by the PARISH and CONTRACTOR's inspector and document the appropriate reason for removal. Each tree shall be inspected by the PARISH and the CONTRACTOR's inspector and document the appropriate size category for invoicing (see Exhibit C for size categories and prices). Each stump shall be inspected by the PARISH and the CONTRACTOR'S inspector and document the appropriate category of size for invoicing (see Exhibit C for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the PARISH and the CONTRACTOR. Documentation for the removal of Hazardous Hangers, Trees & Stumps must be in accordance with FEMA policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps.

H. Recycling

CONTRACTOR shall develop recycling protocols if requested by the PARISH.

I. Ancillary Equipment and Services

As directed by the PARISH, prior to or following an Event, the CONTRACTOR shall provide such ancillary equipment and/or services as may be requested and provided for in the contract such as temporary housing, mobile kitchen facilities, catering services, generators, etc. and services as listed in Scope of Work in Exhibit C, Schedule of Prices.

J. Documentation and Inspections

All storm debris shall be subject to inspection by the PARISH or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and federal laws. The CONTRACTOR will, at all times, provide the PARISH access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work and materials.

The CONTRACTOR and the PARISH or their designee will have in place personnel to verify the contents and measurements of the vehicles and loads entering the disposal site. Records will be maintained of every vehicle entering the site, its capacity and verification that the vehicle leaving the disposal site is in fact empty. The CONTRACTOR and the PARISH or Parish designee will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the PARISH will have in place along the pickup routes, personnel to verify the contents, location, date and time of the vehicles departing for the disposal site. Prior to use the CONTRACTOR and the PARISH will establish and record the capacity and tare weight and will perform a safety inspection of each haul truck.

The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other forms and data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The CONTRACTOR will assist the PARISH in preparation of Federal (FEMA) and State reports by supplying correct and final invoices on a timely basis and will document compliance to all agency requirements: DEQ, etc.

K Priority of Work Areas

The PARISH will establish the priority of and shall approve the work areas in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Routes may require multiple passes to render them acceptable to PARISH. CONTRACTOR shall make such allowances in his proposal. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the PARISH.

L Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only, unless agreed upon otherwise in writing by both parties. Hauling of eligible debris to the disposal site will be allowed during visible daylight hours only between dawn and dusk unless agreed upon otherwise in writing by both parties. The CONTRACTOR may work during these hours seven (7) days per week including holidays. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

M. Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of any debris management process in accordance with all- applicable federal, state and local laws, standards and regulations. To the maximum extent possible, CONTRACTOR shall segregate recyclables, vegetative debris, construction and demolition debris (C&D), white goods and hazardous wastes curbside. Unless otherwise agreed by the PARISH and CONTRACTOR the final disposal locations for each type waste shall be as follows:

- Vegetative Debris (Green Waste) – River Birch Landfill, Avondale, LA or other approved site.

- Construction and Demolition (C&D) Debris -River Birch Landfill; Avondale, LA or other approved site.
- White Goods – Southern Scrap and Recycling; New Orleans Facility, or other approved site.

Any information regarding change of the location of final disposal shall be in the form of a Memorandum for the Record. The CONTRACTOR and the PARISH inspector assigned to the disposal process shall maintain disposal records and documentation.

N. White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the PARISH Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable federal, state and local laws.

Any white goods that may contain Freon or other hazardous materials, such as refrigerators, freezers, or air conditioners, shall have them removed by the CONTRACTOR prior to disposal, in accordance with applicable regulatory requirements.

O. Disposal Tipping Fees

Disposal tipping fees for items will be paid by St. Charles Parish. The debris shall be taken to a landfill designated by St. Charles Parish and shall be the CONTRACTOR's responsibility to deliver the proper debris in the proper condition to be taken and disposed at the disposal site.

### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR will provide debris removal staff with the means to communicate (cell phones, satellite phones, radio, etc.) to communicate with their supervisors or the Debris Management Center as may be necessary.
- B. CONTRACTOR will provide temporary office space and temporary sanitary facilities as necessary.
- C. **Point of Contact.** The St. Charles Parish Contract Monitor is the designated Parish Project Manager for this contract and he/she will provide oversight of the activities conducted hereunder. Notwithstanding the CONTRACTOR's responsibility for management during the performance of this contract, the assigned Project Manager shall be the principal

point of contact on behalf of the PARISH and will be the principal point of contact for CONTRACTOR concerning CONTRACTOR's administrative performance under this contract. Regarding the CONTRACTOR's technical performance under this contract, the principal point of contact will be the PARISH's debris removal and recovery services program manager, designated as "Engineer" in the Contract Documents. The Engineer shall be the sole point of contact regarding performance under the Technical Specifications of this contract.

- D. **Taxes.** The CONTRACTOR is responsible for payment of all applicable taxes from the funds to be received under this contract.
- E. **Permits.** All permits and licenses required for completion of the Work shall be the CONTRACTOR's responsibility. In any case, it is the sole responsibility of the CONTRACTOR to verify that any required local permits for debris removal and/or any other recovery related services have been obtained prior to mobilizing to any site for debris removal or recovery related activities.

#### 1.04 MONITORING OF TRUCK LOADING AND UNLOADING

- A. The loading and unloading of trucks will be monitored by the ENGINEER and according to guidelines established in FEMA 327 Public Assistance Debris Monitoring Guide. Each truck will have a ticket for each load that identifies the truck, its capacity, date, time and place loaded and then unloaded, type of debris, and estimated volume of debris in the truck. A log will also be maintained by the ENGINEER for each load ticket.
- B. Within the first week of operations, a truck filled to the top will be unloaded, graded and measured to correctly assess what volume was in the truck. The PARISH, FEMA, ENGINEER and CONTRACTOR will be there and will establish the standard of measurement of volume if it is not done by scale and weight.

#### 1.05 SAFETY

- A. All CONTRACTOR personnel must wear required safety equipment whenever at either loading or unloading sites. The following are mandatory: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.
- B. The CONTRACTOR will maintain a telephonic contact list at each loading site and debris management site of the CONTRACTOR's supervisor, PARISH's Project Manager and nearest fire, police, and emergency medical facilities.

- C. The CONTRACTOR will ensure that CONTRACTOR personnel, including all SUBCONTRACTORS, adhere to all debris management site safety requirements.

#### 1.06 OTHER CONSIDERATIONS

- A. The CONTRACTOR shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the CONTRACTOR's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- B. The CONTRACTOR must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the PARISH Debris Manager before commencing work.
- C. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR's or any SUBCONTRACTOR's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost.
- D. The CONTRACTOR shall be responsible for paying any and all costs associated with violations of law or regulation relative to CONTRACTOR's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on St. Charles Parish 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 CONTRACTOR, its SUBCONTRACTORS, or any other persons, corporations or legal entities retained by the CONTRACTOR under this contract.
- E. The CONTRACTOR must attend all meetings required by Debris Manager to evaluate the performance of all debris removal, monitoring or to discuss any open contract issues.
- F. The CONTRACTOR must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

#### 1.07 BASIS OF COMPENSATION

- A. The following shall govern costs for services to be provided by CONTRACTOR to the PARISH upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price other than an hourly rate denote the cost per unit specified to provide the appropriate services of debris removal.
- B. **Payment Terms.** Payment for the removal of debris, including all costs associated with loading, hauling and dumping at the designated site, will be paid for in accordance with the Contract Schedule of Prices. Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.
- C. **Retainage.** Retainage of 10% of the total price (up to \$500,000) will be withheld until forty-five (45) days after formal acceptance of the work. If the total price of the project exceeds \$500,000, retainage of 5% of the total price will be withheld until forty-five (45) days after formal acceptance of the work.
- D. **Ability to Withhold Payments.** The PARISH may withhold payments to the CONTRACTOR as may be necessary to protect itself from (1) loss for defective or inferior work; (2) damage to the property of St. Charles Parish or the property of others caused by the CONTRACTOR; (3) failure of the CONTRACTOR to provide deliverables on a schedule to be determined by the PARISH and CONTRACTOR during negotiations; (4) failure of the CONTRACTOR to meet performance measures agreed upon by the CONTRACTOR and the PARISH during negotiations; (5) failure by the CONTRACTOR to make payments properly to subcontractors or to pay for labor, materials or equipment; and (6) failure by the CONTRACTOR to pay applicable taxes due on this project.

CONTRACTOR shall promptly correct all work rejected by the PARISH as failing to conform to the Contract Documents. CONTRACTOR shall bear all costs of correcting such rejected work.

- E. The unit prices set forth in Exhibit C may be adjusted on **January 1, 2023** and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before (90) days prior to January 1, 2023 and each succeeding year thereafter the Contractor may compute the

most recent percent increase or decrease in the CPI which then can be used for adjustment. The Contractor shall furnish the Parish at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the fee for any one year exceed five (5%) percent. The fees, as adjusted, will automatically become effective on the first day of the next anniversary, January 1, 2022, and each year thereafter.

#### 1.08 TERMINATION

- A. **Termination for Cause.** See Exhibit D Compliance Provisions for Federally Assisted Contracts and Subcontracts
- B. **Termination for Convenience.** See Exhibit D Compliance Provisions for Federally Assisted Contracts and Subcontracts
- C. **Termination for Orders issued by Governmental Agencies or Courts.** If a governmental agency with jurisdiction over the scope of services to be provided herein, or a court suspends or terminates the PARISH's authority to issue Work Orders for reasons beyond the control of the PARISH, then the contract shall be suspended or terminated.
- D. **Payment following Termination.** The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 1.09 JURISDICTION

- A. The Request for Proposals and any resulting contract shall be governed by the Laws of the State of Louisiana.
- B. Exclusive Jurisdiction and Venue: For all claims arising out of or related to this contract, the CONTRACTOR hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (A) pleas of jurisdiction based upon the CONTRACTOR's residence and (B) right of removal to federal court based upon diversity of citizenship.

#### 1.10 PERFORMANCE SCHEDULE AND CONTRACT TERM

- A. The contract will be a standby contract for use in dealing with response to emergency situations. Work related to the contract shall commence upon an

emergency declaration for St. Charles Parish being issued by the President of the United States of America for public assistance and issuance of a Work Order and Notice to Proceed by the Parish President or his designee. Work may be authorized by specific item identified in the Scope of Work.

- B. The contract term shall commence on **January 1, 2022**, and expire on **December 31, 2024**. Maximum allowable time for completion of each Work Order will be 60 days from Notice to Proceed. Upon mutual consent of the PARISH and the CONTRACTOR, the contract term may be extended annually.
- C. The CONTRACTOR shall commence performance within twenty-four (24) hours of receipt of a Work Order and Notice to Proceed issued by the Parish President or his designee.
- D. Regular working hours are defined as 7:00 a.m. to 6:00 p.m., Monday through Saturday. Requests to work during other than regular working, or during any legal holiday, must be submitted to the Engineer at least 72 hours in advance of the period of such work requested for. Emergency work may be done without prior approval.
- E. Liquidated Damages: The PARISH and CONTRACTOR recognize that the PARISH will suffer direct financial loss if work is not completed within the time specified in the individual Work Orders, plus any time extensions allowed. Accordingly, CONTRACTOR agrees to forfeit and pay the PARISH as liquidated damages for delay the amount of Five Hundred (\$500.00) dollars for each calendar day that expires after the Work Order deadline until the work is completed. These amounts represent a reasonable estimate of PARISH's expenses for extended delays for inspection, engineering services and administrative costs associated with such delay.
- F. Work Order extensions must be requested by the CONTRACTOR in writing to the PARISH and Engineer identified by the PARISH.

#### 1.11 WARRANTIES AND REPRESENTATION

- A. This contract is binding upon and insures to the benefit of the PARISH and the CONTRACTOR, and the CONTRACTOR'S successors and assigns.
- B. The CONTRACTOR shall comply with all Federal, State, and local laws and regulations. Subcontractors used in the performance of this contract have the same qualifications.



## 1.12 NOTICES

- A. Notices of conditions or situations affecting the work to be performed under this contract shall be given in writing between designated personnel of the CONTRACTOR and the PARISH.
- B. All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below.

All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below:

If to the Contractor: Contact Information

If to the Parish: Contract Monitor  
St. Charles Parish Dept. of Public Works  
100 River Oaks Dr.  
Destrehan, La. 70047

## 1.13 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- A. When the CONTRACTOR's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- B. Corrective Actions: If deficiencies are identified, the CONTRACTOR must take action to correct those deficiencies using one, or in some cases a combination of, the following:

Stop Unsafe Work. The PARISH's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

Issue a Stop Work Order. If the PARISH's authorized agent determines the deficiency is serious, the PARISH can issue a stop work order.

Reduced Value Deduction. The PARISH may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the PARISH or another contractor rather than the CONTRACTOR under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods. The contract may be terminated. The PARISH may discuss corrective actions with the CONTRACTOR to prevent further occurrences.

- C The PARISH's authorized agent will notify the CONTRACTOR, in writing, of any observed noncompliance with the aforementioned Federal, State or local laws or regulations. Such notice, when delivered to the CONTRACTOR at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the PARISH's authorized agent of proposed corrective action, and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the PARISH's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the CONTRACTOR.

**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**TECHNICAL SPECIFICATIONS**  
**SECTION 01015 - CONTROL OF WORK**

**1.01 PROGRESS**

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the period specified. If at any time such personnel appears to the PARISH to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, the PARISH may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment and the CONTRACTOR shall conform to such order. Failure of the PARISH to give such order shall in no way relieve the CONTRACTOR of his/her obligations to secure the quality of the work and the rate of progress required.

**1.02 PERFORMANCE REQUIREMENTS**

- A. Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, area to be worked the following day or days, weather report, problems and issues noted, problems and issues corrected are due no later than 9 am.
- B. On a daily, bi-weekly or weekly basis, Parish with both Debris Removal Contractor and Debris Monitoring Contractor shall meet and discuss strategic targets; establish new targets as needed, evaluate the progress of current targets and remove those which have been completed.
- C. Accounting protocols include a bi-monthly reconciliation of records with the PARISH, Debris Removal Contractor, and Debris Monitoring Contractor so that errors and omissions are handled expediently and that the quality of the accounting is established and reviewed. Each contractor will submit their invoices to the Parish, not to each other.

**1.03 PRIVATE LAND**

The CONTRACTOR shall not enter or occupy private land outside of easements or properties considered in the Contract Documents, except by written permission of the land owner and the PARISH. The CONTRACTOR shall as a minimum, restore the areas of the work to its original condition.

#### 1.04 PERFORMANCE MEASUREMENT/EVALUATION

Restoration of the affected areas of the Parish to environmentally safe and economically viable conditions with the work done in compliance to the contract and applicable statues and codes that effect eligibility for reimbursement from applicable State and Federal Agencies is the valuable final product against which performance will be measured.

#### 1.05 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his/her own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during the project shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the ENGINEER. If the excavation becomes a hazard, the ENGINEER may require special procedures such as limiting the size of the open excavation, prohibiting stacking excavated material in the street, and requiring that the excavation shall not remain open overnight.
- B. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

#### 1.06 CARE AND PROTECTION OF PROPERTY

- A. The CONTRACTOR shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR, such property shall be restored by the CONTRACTOR, at his/her expense, to a condition similar or equal to that existing before the damage was done, or he/she shall make good the damage in other manner acceptable to the ENGINEER.
- B. CONTRACTOR shall secure the work area to provide a safe work site. The CONTRACTOR shall exercise due care to minimize any damage to trees, shrubs, landscaping and general property. CONTRACTOR shall repair any damage caused by the CONTRACTOR in a timely manner. Any damage to private or public property shall be repaired at the CONTRACTOR's expense.

- C. Prior to mobilization to the site, the CONTRACTOR shall notify ENGINEER in writing or by photographs with written description of damage of any pre-existing damage on adjacent public or private property. The CONTRACTOR shall repair all roadways, sidewalks, utilities, fences, drainage structures and other features not designated for demolition or removal, which are damaged by CONTRACTOR operations, including same damages to adjacent public and private properties. This will include re-sloping damaged surfaces to original grade and re-sodding.
- D. The CONTRACTOR shall respond to damage claims within seven (7) days upon receipt of same and shall settle valid claims within thirty (30) days. PARISH shall have final authority over damage assessment and dispute resolution. Payment to the CONTRACTOR may be withheld if repairs are not made within thirty (30) days of notification of property damage.
- E. The CONTRACTOR shall coordinate with the ENGINEER to ensure that a Resident Inspector is present during damage repairs. The CONTRACTOR shall provide the ENGINEER with a minimum 24-hour advance notice of any concrete pours.

#### 1.07 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The CONTRACTOR shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables, whether or not they are shown on the Drawings. The CONTRACTOR shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the CONTRACTOR's operations shall be repaired by him/her at his/her expense.
- B. Assistance will be given the CONTRACTOR in determining the location of existing services. The CONTRACTOR, however, shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). All costs or charges resulting from damage thereto shall be paid by the CONTRACTOR.

#### 1.08 WATER FOR STRUCTURE, SLAB, AND OTHER REMOVAL PURPOSES

- A. In locations where public water supply is available, the CONTRACTOR may purchase water for any and all purposes needed to complete the work as specified.
- B. The express approval of the local municipality and utility owner shall be obtained in writing. Hydrants shall only be operated under the supervision of the local

municipality and utility owner's proper division personnel.

#### 1.09 CLEANUP

- A. During the course of the work, the CONTRACTOR shall keep the site of his/her operations in as clean and neat a condition as is possible. He/She shall dispose of all residue resulting from the work associated with the project.
- B. During and upon completion of the work, CONTRACTOR shall promptly remove tools and equipment, surplus materials, rubbish, debris, and dust, and shall leave affected areas by the WORK in a clean, approved condition. He/She shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from his/her operations and shall leave the entire site of the work in a neat and orderly condition.
- C. Adjacent structures and properties shall be cleaned of dust, dirt and debris caused by CONTRACTOR's activities, as required by PARISH or governing authorities, and adjacent areas shall be returned to the condition existing prior to start of the WORK.
- D. CONTRACTOR shall clean and sweep the street and road daily or at the end of the WORK on the property, whichever is more frequent.

#### 1.10 RESTORATION

- A. The CONTRACTOR is required to restore all areas outside the work site to conditions that existed prior to any activities associated with the project. Restoration shall be at the CONTRACTOR's own expense.
- B. The CONTRACTOR shall document any existing damage and provide documentation to ENGINEER in advance of equipment mobilization to the site.
- C. Existing public and private driveways and sidewalks damaged by the contractor's activities shall be replaced to the current municipality standards or at the direction of the ENGINEER if the municipality does not provide standards.
- D. Existing signs, lampposts, fences and mailboxes outside the worksite which may be damaged by the CONTRACTOR or removed by the CONTRACTOR during the course of the work shall be reinstalled in a vertical position at the same location from which they were removed. Damaged items shall be replaced with an item equal to or better than the damaged items, at no cost to the PARISH. A concrete anchor shall be provided as necessary, at no additional cost, to ensure a rigid alignment.

- E. Curbing which is damaged during the project shall be replaced with curbing of equal quality and dimension.
- F. The CONTRACTOR shall limit the area disturbed by the removal activities to maximum extent practicable, with the major areas of disturbance largely being confined to the footprint of the slabs and other pavement removed. If, in the opinion of the ENGINEER, the CONTRACTOR disturbs more area than is necessary to perform the Work, the Contractor may be required to sod areas needlessly disturbed.

#### 1.11 HORTICULTURE REQUIREMENTS

- A. The CONTRACTOR shall be responsible for damage to any Parish tree within the project area and liable to the Parish for compensation of damage.
- B. The PARISH shall provide the CONTRACTOR a Louisiana Licensed Arborist to direct any necessary tree trimming, root pruning, or removal of any tree or stump on Parish property.
- C. The CONTRACTOR must obtain permission from the PARISH prior to working on any Parish Trees.
- D. The attachment of signs, barricades, equipment or materials in any manner to any tree is prohibited.
- E. Excavation within the dripline of any Parish tree is permitted only under existing roadbeds unless written approval is received from the PARISH. All other excavation within the dripline of any Parish trees will be inspected by PARISH's inspector or the ENGINEER prior to beginning any demolition or removal activities.
- F. No more than two (2") inches of cut or fill is permitted within the dripline of any municipality-owned tree except under existing roadbeds. Cut material must be hand excavated.
- G. Storage is never permitted within the driplines of any tree. The use of neutral grounds and other Parish property for the storage of materials, supplies, equipment or vehicles is permitted only with specific written authorization from the PARISH.
- H. The erection of barricades around the perimeter of tree driplines may be required. The CONTRACTOR is responsible for maintaining the temporary barricades until completion of the project. Tree protection fencing and posts shall be removed upon substantial Completion and become the property of the

CONTRACTOR. The minimum barricade requirements shall be the following:

- Green painted steel posts, with at least four (4) feet above ground, three (3) feet in ground, set no more than six (6) feet on center with orange plastic fencing attached from top to bottom, running post to post completely encircling the tree.
- I. Tree trimming is defined as the cutting of tree branches. The PARISH's inspector will consult the CONTRACTOR and the licensed arborist to determine the extent of trimming allowable. Tree trimming will only be performed on tree branches conflicting with any demolition or removal activities. No trimming will be allowed that will alter the natural form of a tree. Tree trimming must be completed prior to beginning any demolition or removal activities.
- J. Root pruning is defined as the cutting or grinding of roots. The PARISH's inspector will consult with the CONTRACTOR and the licensed arborist to determine the extent of root pruning allowable.
- K. Root trenching is defined as cutting of roots using a trenching machine. Root trenching is not allowed.
- L. Tree roots that are cut during excavation under a tree dripline and under areas of existing pavement and curbs shall be clean cut at the direction of the licensed arborist prior to backfilling the excavation.
- M. All trees that are trimmed and /or root pruned must be deep root aerated and injected with fertilizer, mycor treatment, and treated with Termidor Termiticide.
- N. Lawn or landscaped areas, outside of the work site, that are damaged during the project shall be repaired to match the pre-disaster debris removal or pre- recovery activity condition to the satisfaction of the land owner and the PARISH. The work site shall be backfilled, compacted, and leveled to match the adjacent grade, if applicable.
- O. There shall be no direct payment for compliance with the horticulture requirements as specified above or as required at the direction of the PARISH.

#### 1.12 RESTORATION WORK SCHEDULE

Surface pavement restoration, when applicable, shall proceed immediately after completion of all work elements at each site.

#### 1.13 NOTIFICATION BY THE CONTRACTOR



Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. This notification timetable may be accelerated under emergency circumstances as defined by the PARISH or ENGINEER.

#### 1.14 SALVAGE

The sites and contents are considered to have no salvage value unless it is determined that same have an archeological or historical value and should be salvaged or the CONTRACTOR desires to salvage. Determination to salvage will be made by the ENGINEER. CONTRACTOR initiated salvage, if approved by the ENGINEER, shall not delay the site specific work.

#### 1.15 EQUIPMENT

- A. All trucks and other equipment shall be in compliance with all applicable federal, state and local rules and regulations. All trucks and other equipment shall comply with all DOTD and LDEQ rules and regulations.
- B. Trucks designated for use under this Contract shall be equipped with two signs (adhesive placards), one attached to each side. Magnetic signs are not permissible. The CONTRACTOR shall provide these signs to the specification of the ENGINEER. Each truck or trailer shall be registered with the ENGINEER. The placard shall be marked with the truck number/crew number and clearly visible.
- C. Equipment and trucks will not be allowed to park over-night on any streets near the site.
- D. The CONTRACTOR shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent right-of-ways, including all landscaped areas. The CONTRACTOR shall repair any damage caused by the CONTRACTOR's equipment in a timely manner at no expense to the PARISH as directed by the ENGINEER. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private or public property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the CONTRACTOR.

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
TECHNICAL SPECIFICATIONS  
SECTION 01025 – MEASUREMENTS AND PAYMENTS**

1.01 GENERAL REQUIREMENTS

- A. Measurement and payment shall be as specified in this Section.
- B. The CONTRACTOR will be paid for the removal, loading, transporting and disposal of eligible debris in accordance with the Schedule of Prices in Section 00300 and in accordance with the guidelines established in FEMA Policies, Regulations, Guide Documents, and Fact Sheets. Measurement of quantities for removal will be completed by the PARISH or its representative herein after referred to as ENGINEER. The quantity of debris removed under this Contract may vary significantly from the estimated quantities listed on the Schedule of Prices. The CONTRACTOR shall not be entitled to a Change Order to increase the contract unit process for either an increase or decrease in the quantity of work performed under this Contract. The CONTRACTOR shall not be entitled to any compensation in addition to the unit prices stated on the Proposal Form.
- C. General scope of work under each pay item includes all labor and materials required for accessing, removal, loading, transportation, and disposal as outlined in these specifications.
- D. The total price proposed shall cover all work required by the Contract Documents for the completion of the pay items identified in the Schedule of Prices, unless modified by the PARISH. All costs in connection with the proper and successful completion of the Work, including mobilization and demobilization from each approved site, furnishing all materials, equipment, supplies, and appurtenances; providing all plans, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work in accordance with these Contract Documents, shall be included in the unit prices proposed. All work not specifically set forth as a pay item in the Schedule of Prices shall be considered a subsidiary obligation of the CONTRACTOR and as such, all costs in connection therewith shall be included in the proposed prices.
- E. All estimated quantities for unit price pay items stipulated in the Schedule of Prices are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit prices items may differ from the estimated quantities. The CONTRACTOR shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in the work performed under this Contract. The CONTRACTOR shall not be entitled to any compensation in

addition to the unit prices state herein.

- F. All measurements and payments will be based on completed eligible work performed in strict accordance with the Contract Documents and in accordance with contract unit prices and the Schedule of Prices and not to exceed the amount specified in the Work Order(s). Incidental work and items not listed in the contract unit price schedule will not be paid separately for, but will be included in the payment for the listed item or items to which such incidental work applies. Measurement and payment for bid items shall be full compensation for all labor, equipment, materials, testing and incidentals necessary to perform the Work in accordance with the Contract Documents, and shall include all else incidental thereto for which separate payment is not provided under other items.

#### 1.02 MONITORING OF CONTRACTOR'S ACTIVITIES

CONTRACTOR shall be required to have PARISH inspectors in the field with each crew to record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a particular work site. These signed records, signed daily, shall be the basis for the CONTRACTOR's invoice to the PARISH.

#### 1.03 DEBRIS REMOVAL

Eligible debris removal work under this contract must meet the following criteria: the debris was generated by the disaster event; the debris is located within a designated disaster area on an eligible improved property or right-of-way; and, the debris removal is the legal responsibility of the PARISH.

#### 1.04 EMERGENCY PROTECTIVE MEASURES

The initial response phase of the debris operation may begin during the disaster event. Crews may be activated to clear debris on emergency access roads; usually this is vegetative debris that is cut and tossed to the rights-of-way. The purpose is to eliminate an immediate threat to lives, and public health and safety. The transition period from initial clearance activities to debris removal depends on the magnitude of disaster impact. Typically the debris removal recovery phase begins after the emergency access routes are cleared and police, firefighters, and other first responders have the necessary access.

#### 1.05 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT

Hazardous waste is waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is

a waste that appears on one of the four hazardous waste lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity. Certified Hazardous waste technicians should handle, capture, recycle, reuse, and dispose of hazardous waste. The CONTRACTOR must comply with Federal, State, and local environmental requirement for handling hazardous waste.

#### 1.06 DEMOLITION AND DECOMMISSIONING, REMOVAL, AND DISPOSAL

The PARISH may need to enter private property to remove eligible debris or to demolish private structures made unsafe by disasters to eliminate immediate threats to life, public health, and safety. The demolition of unsafe privately owned structures and subsequent removal of demolition debris may be eligible when the following conditions are met: the structures were damaged and made unsafe by the disaster and the structures have been determined to be unsafe and pose an immediate threat to the public by the PARISH.

#### 1.07 MEASUREMENT AND PAYMENT

##### PAY ITEM NO. 00001 VEGETATIVE DEBRIS REMOVAL, HAULING AND REDUCTION

###### A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the removal, hauling and reduction for vegetative debris identified in the Work Order(s). Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Measurement for payment shall consist of the total volume on a cubic yard basis for debris identified by the ENGINEER during the disposal process. Upon removal, the CONTRACTOR will be issued a haul ticket at the site of removal. The ENGINEER will collect the haul ticket at the disposal site and certify receipt and volume of the debris received.

###### B. PAYMENT:

Payment for this item shall be made at the unit price proposed per cubic yard and in accordance with these Specifications. Vegetative debris includes vegetative debris located in locations identified in the Work Order(s). Price and payment shall be full compensation for materials, labor, equipment, Personal Protective Equipment (PPE), temporary measures, transportation, hauling, disposal, reduction and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Proposal Form.

##### PAY ITEM NO. 00002 C&D DEBRIS REMOVAL AND HAULING

###### A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the removal and hauling of construction and demolition (C&D) debris identified in the Work Order(s). C&D debris consists of damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. Measurement for payment shall consist of the total volume on a cubic yard basis for debris identified by the ENGINEER during the disposal process. Upon removal, the CONTRACTOR will be issued a haul ticket at the site of removal. The ENGINEER will collect the haul ticket at the disposal site and certify receipt and volume of the debris received.

**B. PAYMENT:**

Payment for this item shall be made at the unit price proposed per cubic yard and in accordance with these Specifications. Construction and demolition (C&D) debris includes C&D debris located in locations identified in the Work Order(s). Price and payment shall be full compensation for materials, labor, equipment, Personal Protective Equipment (PPE), temporary measures, transportation, hauling, disposal, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Proposal Form.

**PAY ITEM NO. 00003 WHITE GOODS PROCESSING AND HAULING**

**A. MEASUREMENT AND DESCRIPTION:**

This Pay Item is for the removal and hauling of white goods identified in the Work Order(s). White goods consists of discarded household appliances such as refrigerators, freezers, air conditions, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Measurement for payment for white goods processing and hauling shall be on a per each basis for each white good identified by the ENGINEER during the removal process. Upon removal, the CONTRACTOR will be issued a haul ticket at the site of removal. The ENGINEER will collect the haul ticket at the disposal site and certify receipt and quantity of total white goods received.

**B. PAYMENT:**

Payment for this item shall be made at the unit price proposed per each white good removed and in accordance with these Specifications. White goods include white goods located in locations identified in the Work Order(s). Price and payment shall be full compensation for materials, labor, equipment, Personal Protective Equipment (PPE), temporary measures, transportation, hauling,

disposal, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Proposal Form.

**PAY ITEM NOS. 00004 – 00006 HAZARDOUS STUMP REMOVAL, BACKFILLING, AND HAULING**

**A. MEASUREMENT AND DESCRIPTION:**

This Pay Item is for the removal, backfilling and hauling of hazardous stumps identified in the Work Order(s). Hazardous stumps must meet the following criteria: twenty-four (24) inches or larger in diameter measured twenty-four (24) inches above the ground and have 50 percent or more of the root-ball is exposed. Stumps measuring less than 24 inches in diameter will be paid under pay item nos. 00001 – 00002. Measurement for payment shall be on a per each basis for each stump identified by the ENGINEER or these specifications to be removed. The stump diameter shall be determined by dividing the circumference of the stump, measured at twenty-four (24) inches above the ground, by 3.14, rounded to the nearest inch. Upon removal and completion of backfill to existing grade, the CONTRACTOR will be issued a haul ticket at the site of removal. ENGINEER will collect the haul ticket(s) at the disposal site and certify receipt and quantity of total stumps received.

**B. PAYMENT:**

Payment for this item shall be made at the unit price proposed per each stump removed, backfilled, and disposed of in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, extract, backfill (using river sand or other approved material) and dispose of stumps identified by the ENGINEER to be removed. No payment will be made for stump removal without haul tickets signed by the ENGINEER's or PARISH's Representative at the disposal site.

**PAY ITEM NOS. 00007 – 00010 HAZARDOUS TREE REMOVAL AND HAULING**

**A. MEASUREMENT AND DESCRIPTION:**

This Pay Item is for the removal and hauling of hazardous trees identified in the Work Order(s). Hazardous Tree are trees leaning such that they are in imminent state of falling over and trees with broken canopies that may pose an immediate threat to life, public health, safety, and improved property. Trees must be six inches or larger in diameter, measured 4.5 feet above the ground. Measurement for payment shall be on a per each basis for each tree identified by the ENGINEER or these specifications to be removed. The tree diameter shall be

determined by dividing the circumference of the stump, measured at 4.5 feet above the ground, by 3.14, rounded to the nearest inch. Upon removal, the CONTRACTOR will be issued a haul ticket at the site of removal. ENGINEER will collect the haul ticket(s) at the disposal site and certify receipt of tree debris received.

B. PAYMENT:

Payment for this item shall be made at the unit price proposed per each tree removed, flush cut, and disposed of in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, flush cut at ground level and dispose of trees identified by the ENGINEER to be removed. No payment will be made for tree removal without haul tickets signed by the ENGINEER's or PARISH's representative at the disposal site.

PAY ITEM NO. 00011 HAZARDOUS LIMB REMOVAL

A. MEASUREMENT AND DESCRIPTION:

Measurement for payment for hazardous tree limb removal shall be on a per tree basis for each tree identified by the ENGINEER or these specifications to have limbs that need to be removed. Hazardous limbs are broken limbs two inches or larger in diameter measured at the point of break that pose an immediate threat to life, public health, or safety, or pose an immediate threat of significant damage to improved property. Upon removal, the CONTRACTOR will be issued a haul ticket at the site of removal certifying the total number of hazardous limbs removed and the total number of trees from which the aforementioned hazardous limbs were removed.

B. PAYMENT:

Payment for this item shall be made at the unit price proposed per each tree where limbs are removed and disposed of in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove and dispose of hazardous limbs per tree identified by the ENGINEER to be removed. No payment will be made for hazardous limb removal without haul tickets signed by the ENGINEER's or PARISH's representative at the disposal site.

PAY ITEM NOS. 00012 – 00013 DEMOLITION PLANNING, PREPARATION, AND COMPLETION

A. MEASUREMENT AND DESCRIPTION:

B. PAYMENT:

PAY ITEM NOS. 00016 – 00020 EMERGENCY PROTECTIVE MEASURES PERSONNEL

A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the use of emergency protective measures personnel during the first 70 hours of actual work following a declared disaster as identified in the Work Order(s). Emergency protective measures may be deployed during this period the PARISH determines there is not sufficient information on the scope of work necessary to complete debris collection and disposal Measurement for payment for emergency protective measures personnel shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

B. PAYMENT:

Payment for this item shall be at the unit price proposed per each unit where emergency protective measures are deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete emergency protective measures during the first 70 hours of actual work following a declared disaster as identified by the ENGINEER. No payment will be made for emergency protective measures personnel without daily logs signed by the ENGINEER's or PARISH's Representative.

PAY ITEM NOS. 00021 – 00056 EMERGENCY PROTECTIVE MEASURES EQUIPMENT

A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the use of emergency protective measures equipment during the first 70 hours of actual work following a declared disaster as identified in the Work Order(s). Emergency protective measures may be deployed during this period the PARISH determines there is not sufficient information on the scope of work necessary to complete debris collection and disposal Measurement for payment for emergency protective measures personnel shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

B. PAYMENT:

Payment for this item shall be at the unit price proposed per each unit where emergency protective measures equipment is deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials,



equipment, and all incidental work thereto necessary to complete emergency protective measures during the first 70 hours of actual work following a declared disaster as identified by the ENGINEER. No payment will be made for emergency protective measures equipment without daily logs signed by the ENGINEER's or PARISH's representative.

**PAY ITEM NOS. 00057 – 00077 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT PERSONNEL**

**A. MEASUREMENT AND DESCRIPTION:**

This Pay Item is for the use of hazardous materials remediation and abatement personnel following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement personnel may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement personnel. Measurement for payment for hazardous materials remediation and abatement personnel shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

**B. PAYMENT:**

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement personnel are deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement personnel without daily logs signed by the ENGINEER's or PARISH's representative.

**PAY ITEM NOS. 00078 – 00092 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT VEHICLES/TRANSPORTATION**

**A. MEASUREMENT AND DESCRIPTION:**

This Pay Item is for the use of hazardous materials remediation and abatement vehicles/transportation following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement vehicles/transportation may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement vehicles/transportation. Measurement for payment for

hazardous materials remediation and abatement vehicles/transportation shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

**B PAYMENT:**

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement vehicles/transportation is deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement vehicles/transportation without daily logs signed by the ENGINEER's or PARISH's Representative.

**PAY ITEM NOS. 00093 – 00123 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT PERSONAL PROTECTIVE EQUIPMENT**

**A. MEASUREMENT AND DESCRIPTION:**

This Pay Item is for the use of hazardous materials remediation and abatement personal protective equipment following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement personal protective equipment may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement personal protective equipment. Measurement for payment for hazardous materials remediation and abatement personal protective equipment shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

**B. PAYMENT:**

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement personal protective equipment is deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement personal protective equipment without daily logs signed by the ENGINEER's or PARISH's Representative.

PAY ITEM NOS. 00124 – 00133 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT MONITORING/SAMPLING EQUIPMENT

A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the use of hazardous materials remediation and abatement monitoring/sampling equipment following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement monitoring/sampling equipment may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement monitoring/sampling equipment. Measurement for payment for hazardous materials remediation and abatement monitoring/sampling equipment shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

B. PAYMENT:

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement monitoring/sampling equipment are deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement monitoring sampling equipment without daily logs signed by the ENGINEER's or PARISH's Representative.

PAY ITEM NOS. 00134 – 00142 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT HEAVY EQUIPMENT

A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the use of hazardous materials remediation and abatement heavy equipment following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement heavy equipment may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement heavy equipment. Measurement for payment for hazardous materials remediation and abatement heavy equipment shall be on a per unit basis according to the

Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

B. PAYMENT:

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement heavy equipment is deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement heavy equipment without daily logs signed by the ENGINEER's or PARISH's Representative.

PAY ITEM NOS. 00143 – 00155 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT RECOVERY EQUIPMENT

A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the use of hazardous materials remediation and abatement recovery equipment following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement recovery equipment may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement recovery equipment. Measurement for payment for hazardous materials remediation and abatement recovery equipment shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

B. PAYMENT:

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement recovery equipment is deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement recovery equipment without daily logs signed by the ENGINEER's or PARISH's Representative.

PAY ITEM NOS. 00156 – 00183 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT MISCELLANEOUS EQUIPMENT

A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the use of hazardous materials remediation and abatement miscellaneous equipment following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement miscellaneous equipment may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement miscellaneous equipment. Measurement for payment for hazardous materials remediation and abatement miscellaneous equipment shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

B. PAYMENT:

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement miscellaneous equipment is deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement miscellaneous without daily logs signed by the ENGINEER's or PARISH's Representative.

PAY ITEM NOS. 00184 – 00207 HAZARDOUS MATERIALS REMEDIATION AND ABATEMENT MATERIALS/DISPOSABLES

A. MEASUREMENT AND DESCRIPTION:

This Pay Item is for the use of hazardous materials remediation and abatement materials/disposables following a declared disaster as identified in the Work Order(s). Hazardous materials remediation and abatement materials/disposables may be deployed when the PARISH determines there is a condition that exists that requires the use of hazardous materials remediation and abatement materials/disposables. Measurement for payment for hazardous materials remediation and abatement materials/disposables shall be on a per unit basis according to the Schedule of Prices as identified by the ENGINEER or these specifications for such services to be deployed.

B. PAYMENT:

Payment for this item shall be made at the unit price proposed per each unit where hazardous materials remediation and abatement materials/disposables are deployed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete hazardous materials remediation and abatement as identified in the Work Order(s) for which separate payment is not provided under other items on the Proposal Form. No payment will be made for hazardous materials remediation and abatement materials/disposables without daily logs signed by the ENGINEER's or PARISH's Representative.

**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**TECHNICAL SPECIFICATIONS**  
**SECTION 01035 – CHANGE ORDERS**

1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Special Provisions and other Specifications, apply to this Section.

1.02 SUMMARY

This section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.03 MINOR CHANGES IN THE WORK

Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the ENGINEER via written Field Order.

1.04 CHANGE ORDER PROPOSAL REQUESTS

- A. PARISH-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the ENGINEER, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
- B. Proposal requests issued by the ENGINEER are for information only. Do not consider them as instruction either to stop work in progress, or to execute the proposed change.
- C. Unless otherwise indicated in the proposal request, within 7 days of receipt of the proposal request, submit to the ENGINEER for the PARISH's review an estimate of cost necessary to execute the proposed change.
- D. CONTRACTOR-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the CONTRACTOR may propose changes by submitting a request for a change to the ENGINEER.

1.05 ALLOWANCES

- A. Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place,

with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or CONTRACTOR's handling, labor, installation, overhead, and profit, within 20 days of receipt of the change order or construction change directive authorizing work to proceed. Claims submitted later than 20 days will be rejected.

#### 1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the PARISH and CONTRACTOR are not in total agreement on the terms of a Change Order Proposal Request, the ENGINEER may issue a Construction Change Directive, instructing the CONTRACTOR to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

#### 1.07 CHANGE ORDER PROCEDURES

Upon the PARISH's approval of a Change Order Proposal Request, the ENGINEER will issue a Change Order for signatures of the PARISH's representative and CONTRACTOR, as provided in the General Conditions of the Contract.



**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**TECHNICAL SPECIFICATIONS**  
**SECTION 01094 - DEFINITIONS**

1.01 GENERAL DEFINITIONS

- A. General: Except as specifically state otherwise, the following definitions supplement definitions of the Contract, General Conditions, Special Provisions and other general contract documents, and apply generally to the Work.
- B. Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled", and "specified" have same meaning as "indicated", and are used to assist the reader in locating particular information.
- C. Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Engineer", unless otherwise indicated.
- D. Approved by Engineer: In no case releases Contractor from responsibility to fulfill requirements of contract documents.
- E. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.
- F. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing anchoring, applying, work into dimension, finishing, curing, protecting, cleaning, and similar requirements.
- G. Provide: Furnish and install, complete and ready for intended use.
- H. Installer: Entity (firm or person) engaged to install work, by Contractor, or Subcontractor. Installers are required to be skilled in work they are engaged to install.
- I. Abbreviations, Plural Words: Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Asbestos Consultant. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.
- J. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services. The Engineer will provide a testing laboratory to perform material evaluation tests. Test (or

retests) which pass the criteria established by the Contract Documents will be paid for by the Owner, those tests (or retests) that do not, will be paid for by the Contractor. The Contractor will be responsible for paying the minimum service charge for any retests less the cost of an actual original test. Any cost or charges submitted to the Owner by the testing service for delay or waiting time shall be fully paid for by the Contractor.

- K. Overlapping/Conflicting Requirements: Most stringent (generally most costly) applies and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is applicable. Refer uncertainties to the Engineer for decision before proceeding.
- L. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed within reasonable limits. Refer uncertainties to the Engineer.
- M. Legal Holidays: Holidays which are observed by the State of Louisiana consisting of those days when state and municipal employees are not required to report to work.
- N. Disruptive Work Procedures: Work procedures or activities that are noisy, create odoriferous fumes, or produce a condition that will be disruptive to nearby residences or businesses.

## 1.02 DEBRIS REMOVAL AND RECOVERY SERVICES DEFINITIONS

- A. ASH—the residue produced by incineration of the burnable, Eligible Debris.
- B. BULKY HOUSEHOLD WASTE/GARBAGE— Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
- C. CONSTRUCTION AND DEMOLITION DEBRIS— Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
- D. CONTRACT ADMINISTRATOR—the Parish Administrator, or other person, designated in writing by the PARISH as the primary contact person for the CONTRACTOR.
- E. DISASTER—Any disaster for which the President issues a major disaster declaration and thereby authorizes the provision of Individual and/or Public

Assistance from the federal government. Cities, counties, and other local jurisdictions that are designated as part of a major disaster area and are eligible for federal aid as a result of the Presidential declaration are published by notice in the Federal Register by the Federal Emergency Management Agency (FEMA).

- F. ELIGIBLE DEBRIS— Debris that is produced or generated by declared, natural or manmade disasters, is placed at street side by residents and/or commercial establishments or cleared from rights-of-way located within the Parish of St. Charles and falls under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) white goods, 4) recyclables, 5) hazardous and/or toxic waste, and 6) any other disaster-generated debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.
- G. FINAL DISPOSITION SITES—a Parish-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a Parish-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
- H. GRANT COORDINATOR—the Parish Administrator, or other representative, who is designated (in writing) by the PARISH to be the primary contact person for the administration of the FEMA public assistant grants and shall act as liaison between FEMA and the PARISH. (as defined in Section VII.A.)
- I. HAUL TICKET—a serialized, four or five -part form used to record and document volumes of Eligible Debris collected by the CONTRACTOR.
- J. HAZARDOUS AND/OR TOXIC WASTE—includes but is not limited to debris, such as petroleum products, paint products, gas containers, electrical transformers and known or suspected hazardous materials, such as asbestos, lead-based paint, or other chemicals or toxic matter.
- K. HOT SPOTS—areas within the Parish of St. Charles where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
- L. INELIGIBLE DEBRIS—debris not generated by the declared, natural or manmade disaster and thus, outside the scope of this Contract.
- M. LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

- N. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges.
- O. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the PARISH to begin mobilization for disaster recovery work. The Parish Manager (or other designee(s) identified by the Parish Manager in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of the PARISH unless modified by a written list of persons authorized by the Parish Manager to issue such notice. Written notice to proceed may be delivered to CONTRACTOR via fax machine, overnight carrier or delivered in person to the CONTRACTOR representative. CONTRACTOR will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract. Said list will become an attachment to this contract.
- P. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris.
- Q. RECYCLABLES—includes but is not limited to materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires. These materials shall be transported to a recycling facility, a broker or an end user.
- R. RECYCLING FACILITY—a facility that recovers or reuses any Eligible Debris, such as metals, soils or construction materials that may have a residual monetary value for raw material in producing new products.
- S. RIGHT(S) OF WAY—public and/or private streets where residents have placed Eligible Debris at curbside in residential areas as is done with routine solid waste collection.
- T. TASK ORDER—written authorization issued to the CONTRACTOR by the PARISH to define a specific scope of work and the time period authorized for the completion of stated services.
- U. TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S)—a PARISH-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
- V. TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR—the Parish’s authorized representative designated to inspect and verify each load of

Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).

- W. TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR—the Parish’s authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the CONTRACTOR.
- X. TIPPING FEE—a fee based on weight, or volume, of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
- Y. WHITE GOODS—includes but is not limited to household appliances, such as ranges, washers, water heaters and other domestic or commercial-size appliances.
- Z. WOODY VEGETATIVE AND YARD DEBRIS—includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.
- AA. WORK ZONE—the designated area within the Parish of St. Charles that the Contract Administrator, or authorized representative, has assigned to the CONTRACTOR to perform Eligible Debris removal and hauling services.
- AB. WORK ZONE MONITOR—the Parish’s authorized representative designated to inspect and validate each load of Eligible Debris that is removed from the assigned Work Zones.

## 2.01 ACRONYMS

- A. C & D – Construction and Demolition
- B. CA – Contract Administrator
- C. CR – Contractor Representative
- D. FEMA – Federal Emergency Management Agency
- E. NTP – Notice to Proceed
- F. ROW – Right(s) of Way
- G. TDSRS – Temporary Debris Storage and Reduction Site(s)
- H. DMS – Debris Management Site

**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**TECHNICAL SPECIFICATIONS**  
**SECTION 01300 - SUBMITTALS**

1.01 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies the general methods and requirements of submissions applicable to Disaster Debris Removal and Recovery Services or Submittal Schedules for individual work orders and general project work plans. Detailed submittal requirements are specified in paragraph 1.02.
- B. All submittals shall be clearly identified by reference to Section Number, Paragraph, as applicable. Submittals shall be clear and legible and of sufficient size for presentation of data.

1.02 WORK PLANS

The CONTRACTOR shall submit within 5 days of Notice of Award to the ENGINEER for review and/or approval the following work plans. The CONTRACTOR shall not perform any work prior to the ENGINEER review and/or approval of this information.

- A. Health and Safety Plan—It is the sole responsibility of the CONTRACTOR to adhere to all Local, State, and Federal Health and Safety Regulations and Guidelines.
- B. CONTRACTOR Work Plan—must include a list of major equipment, operator's qualifications, licenses and permits. Must include all disposal sites, recycle and/or reuse plans, weather considerations, work day limits and any other information related to implementation and completion of the work including quality control and quality assurance. The Work Plan's components shall address, but not be limited to, the following items: evaluation of work sites for the presence of regulated and hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned and demolition waste, ACM management and/or abatement (if RACM present) assessment and abatement crew licenses and certifications. Work Plan should provide disposal location and routes to and from sites. If CONTRACTOR is to utilize a TDSRS, details regarding the TDSRS must be included in the Work Plan to the satisfaction of ENGINEER.
- C. Project Organization Chart—must depict contractor and subcontractors and specific roles. It must show project manager, superintendent, lead operators and other key positions.
- D. Copies of All Permits and Licenses

E Equipment List

1.03 PRE-PROJECT SUBMITTALS (PER WORK ORDER)

- A Notice of impending commencement of any asbestos removal work for each facility in writing to:

The Louisiana Department of Environmental Quality (via Asbestos Notification of Demolition and Renovation Form AAC-2).

Louisiana Department of Environmental Quality OES – Air Permit Division,  
Manufacturing Section PO Box 4313, Baton Rouge, LA 70821-4313 Phone (225)  
219-3051 Fax (225) 219- 3156

An update notice (AAC-2) must be submitted as necessary, including when the amount of asbestos affected changes by at least 20 percent.

- B All required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials, supplies, etc. Include copies of notification, permits, etc. with submittal package.
- C Written description and/or sketch of the security procedures plan to be utilized.
- D Names of supervisory personnel and their qualifications and training. Include a copy of initial certification and any subsequent refresher certification documenting that the superintendent has successfully completed a state approved 40-hour project management and supervision course and has at least 2 years of experience.
- E Documentation that CONTRACTOR is a licensed asbestos abatement contractor in Louisiana, if applicable.
- F Individually signed forms for each and every worker to be utilized on the Project by the CONTRACTOR or SUBCONTRACTOR documenting that each is actively involved in a company employee medical surveillance program. Include a copy of physician's medical opinion concerning employee use of respirators.
- G Individually signed forms for each and every worker to be utilized on the Project by the CONTRACTOR or SUBCONTRACTOR documenting that each is actively involved in a company employee respiratory protection program and has had appropriate training in respiratory protection, including documentation of proper fit testing.
- H Individually signed and notarized Worker's Release forms for each and every

worker to be utilized on the project by the CONTRACTOR or SUBCONTRACTOR.  
(Special Form #1)

- I. Individually signed and notarized Worker Acknowledgment forms for each and every worker to be utilized on the project by the CONTRACTOR or SUBCONTRACTOR. (Special Form #2)
- J. All special equipment, techniques, etc. to be used on the site, per workorder.

#### 1.04 PRE-CONSTRUCTION VIDEO (NOT REQUIRED FOR ROW DEBRIS REMOVAL)

- A. Furnish all labor, materials and equipment to furnish color audio video recordings of the project site as specified herein PRIOR to starting construction and directly AFTER completion of construction along with periodic construction photographs.
- B. Furnish to the ENGINEER an original and one copy of a continuous color audio video recording the entire construction site. The recording shall be taken prior to any construction activity. The resident project representative MUST be present during all video recordings.
- C. The ENGINEER reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the ENGINEER shall be re-taped at no cost to the ENGINEER or to the OWNER. Under no circumstances shall construction begin until the ENGINEER has received and accepted the DVD(s) and has at least one week to review the video(s).
- D. The video recording and photography shall be performed by a qualified, established audio video recording firm knowledgeable in construction practices and experienced in the implementation of established inspection procedures.
- E. The video recording shall be sufficiently detailed in its coverage to establish the pre-construction condition of the property within the limits of construction and other areas that could possibly be disturbed by the CONTRACTOR in the course of construction operations. The video shall clearly show defects in sidewalks, drives, curbs, and roadway pavements including cracking, breaks, spalls, and displaced joints.
- F. The video for each work order shall be submitted to the ENGINEER a minimum of three days in advance of work in the work order.
- G. Furnish a continuous color audio/video DVD recording along the construction route, covering all areas within the public right-of-way and those adjacent to the



zone of construction.

- H. Coverage shall include, but not be limited to, all existing roadways, sidewalks, curbs, driveways, buildings and structures, above ground utilities, landscaping, trees, signage and other physical features located within the zone of influence of the construction. The coverage may be expanded if directed by ENGINEER.
- I. All recording will be done during daylight hours. No recording shall be performed if weather is not acceptable, such as rain, fog, etc.
- J. DVDs shall be professional grade DVD standard format.
- K. Each DVD shall begin with the OWNER's name, Contract name and number, CONTRACTOR's name, date and location information such as street name, direction of travel, viewing side, etc.
- L. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- M. Digital information will be as follows:
  - Upper left corner
    - Name of CONTRACTOR
    - Day, Date and Time
    - Name of Project
  - Lower left corner
    - Route of Travel
    - Viewing Side
    - Direction of Travel
    - Stationing
- N. Time must be accurate to within 1/10 of a second and continuously generated.
- O. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- P. All DVD's and their storage cases shall be properly identified by video index number, project title, work order number and general project location. Displayed on the storage case of each DVD shall be a log of that DVD's contents. That log shall describe (1) the various segments contained on that DVD in terms of the names and the sides of the streets or easements, (2) coverage start, direction and points, with corresponding DVD player counter numbers. A cumulative index

correlating the various segments of coverage to their corresponding DVDs shall be typed and supplied to the Owner.

- Q. The video system shall have the capability to transfer individual frames (still shots) of video electronically into hard copy prints or photographic negatives at no additional cost to the owner upon request.
- R. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- S. All DVDs and boxes shall have labels with the following information:
  - DVD Number
  - Owner's Name
  - Date of Recording
  - Project Name and Number
  - Work Order Number(s)
  - Locations and Standing Limit of Video

#### 1.05 INTERIM SUBMITTALS (PER WORK ORDER)

- A. Submit all workers training, doctor release, respirator and worker release forms for all new employees arriving on the project site following start of project.
- B. Documentation must be submitted and approved by ENGINEER prior to worker entering any work area.

#### 1.06 POST-JOB SUBMITTALS (PER WORK ORDER)

- A. All submittals required by the General Conditions.
- B. Alphabetized list of all employees utilized on project (including Birth Date) and date which each arrived on project.
- C. Receipts from landfill operator which acknowledge the CONTRACTOR's delivery(s) of waste material. Include date, quantity of material delivered, and signature of authorized representative of landfill on all receipts.
- D. A copy of daily logs showing the following: date, entering and leaving time, company or agency represented, and reason for entry for all persons entering the work area.

- E. Copies of employee air monitoring results relative to OSHA respiratory protection level compliance.

#### 1.07 CONTRACTOR'S RESPONSIBILITIES (PER WORK ORDER)

- A. Each work plan submitted by the CONTRACTOR shall have affixed to it the following Certification Statement including the CONTRACTOR's Company name and signed by the CONTRACTOR: "Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item the Contract requirements." Work Plan and related documents shall be submitted on 8.5 X 11 in paper and shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package.
- B. Submittals shall have the specification number, description and number sequence i.e. 001, 002, etc.
- C. Notify the ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and/or approval of work plans by the ENGINEER shall not relieve the CONTRACTOR from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the CONTRACTOR and the ENGINEER will have no responsibility therefore.
- E. No portion of the work requiring a Work Plan shall be started prior to the approval or qualified approval of such item. Work performed, materials purchased or on site construction/demolition accomplished which does not conform to approved submittals and data shall be at the CONTRACTOR's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- F. ENGINEER is not responsible for CONTRACTOR worker safety, job site safety or public safety at the work sites. The CONTRACTOR is solely responsible for development and implementation of a SAFETY PLAN addressing all aspects of safety during demolition, removal, and asbestos abatement activities.

#### 1.08 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in such sequence as to cause no delay in the Work or in the work of any other CONTRACTOR.

- B. Each submittal, appropriately coded, will be returned within 3 business days following receipt of submittal by the ENGINEER.
- C. Number of submittals required: Five (5), only one will be returned to CONTRACTOR.
- D. Submittals shall contain:
  - The date of submission and the dates of any previous submissions.
  - The Project title and number, and individual work order information.
  - CONTRACTOR identification.
  - The names of:
    - CONTRACTOR
    - SUBCONTRACTOR
  - Identification of the work plan.
  - Field dimensions, clearly identified as such.
  - Relation to adjacent or critical features of the work or materials.
  - Applicable standards
  - Identification of deviations from Contract Documents.
  - Identification of revisions on re-submittals.
  - An 8 in by 3 in blank space suitably sized for CONTRACTOR and ENGINEER stamps.

#### 1.09 REVIEW OF WORK PLAN

- A. The review of the Work Plan and any related submittals will be for general conformance with the design concept and Contract Documents. They shall not be construed:
  - as permitting any departure from the Contract requirements;
  - as relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
  - as approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- B. The CONTRACTOR remains responsible for details and accuracy, for coordinating the work with all other CONTRACTORS and for performing work in a safe manner.
- C. If the Work Plans as submitted describe variations and show a departure from the Contract requirements which ENGINEER finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, the ENGINEER may return the reviewed documents without noting an exception.

- D. Submittals will be returned to the CONTRACTOR under one of the following codes.

Code 1 "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

Code 2 "APPROVED AS NOTED" -This code is assigned when a confirmation of the notations and comments IS NOT required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

Code 3 "APPROVED AS NOTED/CONFIRM" -This combination of codes is assigned when a confirmation of the notations and comments ARE required by the CONTRACTOR. The CONTRACTOR may, at his own risk, release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the ENGINEER within 5 calendar days of the date of the ENGINEER's transmittal requiring the confirmation.

Code 4 "APPROVED AS NOTED/RESUBMIT" -This combination of codes is assigned when notations and comments are extensive enough to require a re-submittal of the package. This re-submittal is to address all comments, omissions and non-conforming items that were noted. Re- submittal is to be received by the ENGINEER within 5 calendar days of the date of the ENGINEER's transmittal requiring the re-submittal.

Code 5 "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

Code 6 "COMMENTS ATTACHED" is assigned where there are comments attached to the returned submittal which provide additional data to aid the CONTRACTOR.

Code 7 "RECEIPT ACKNOWLEDGED" -This code is assigned to acknowledge receipt of a submittal that is not subject to the ENGINEER's review and approval; and, is being filed for informational purposes only. This code is generally used in acknowledging receipt of means and methods of construction work plan, field conformance test reports, and Health and Safety plans.

Codes 1 through 5 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

- E. Re-submittals will be handled in the same manner as first submittals. On re-submittals the CONTRACTOR shall identify all revisions made to the submittals, either in writing on the letter of transmittal or on the Work Plan by use of revision triangles or other similar methods. The re-submittal shall clearly respond to each comment made by the ENGINEER on the previous submission. Additionally, the CONTRACTOR shall direct specific attention to any revisions made other than the corrections requested by the ENGINEER on previous submissions.
- F. Partial submittals may not be reviewed. The ENGINEER will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR and will be considered "Not Approved" until resubmitted. The ENGINEER may at his option provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.
- G. Repetitive Review
  - Work Plan and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at times convenient to the ENGINEER and at the CONTRACTOR's expense, based on the ENGINEER's then prevailing rates. The CONTRACTOR shall reimburse the Owner for all such fees invoiced to the Owner by the ENGINEER. Submittals are required until approved.
  - Any need for more than one resubmission, or any other delay in obtaining ENGINEER's review of submittals, will not entitle CONTRACTOR to extension of the Contract Time.
  - When the work plans have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.

## 1.10 DISTRIBUTION

Work Plans and related submittals shall be provided to the ENGINEER. Number of copies shall be as directed by the ENGINEER but shall not exceed five.

#### 1.11 PROJECT PHOTOGRAPHS

- A. The CONTRACTOR shall provide a minimum 4 digital photographs before starting work and after cleanup at each site within 30 days after acceptance of each individual property. The photographs shall be of such views and taken at such times as the ENGINEER directs.
- B. Each before and after photograph (8 total) shall be logged in an EXCEL Database. The each photograph in the database shall contain the following information:
- Parish Identification (ID) No.
  - Site Address
  - Work Date (s)
  - Short Description of View
  - Photo Number, Unique Identification Number and Date Taken written on the photo
  - Photographer's Name and Company

#### 1.12 PROJECT SCHEDULE

- A. The CONTRACTOR shall, within 5 days after the issuance of a Work Order provide and submit to the ENGINEER for approval, the Schedule he/she plans to maintain in order to successfully complete the work within the time allotted. This schedule shall be prepared using Microsoft Project Software, or approved equal. For small Work Orders involving less than 50 sites, the schedule may be provided in written or tabular form. In addition to all reasonably important construction activities, the schedule shall provide for the proper sequence of project activities considering the various waste types involved, including submittal preparation and review times.
- B. The schedule shall include as a minimum, the earliest starting and finish dates, latest starting and finish dates, and the total float for each task or item. The CONTRACTOR shall update (monitor) and rerun the schedule as needed and shall submit to the ENGINEER the Network and Computer printout, both in duplicate, at the same time the pay estimate is prepared.

### 1.13 GENERAL PROCEDURES FOR SUBMITTALS

Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related Sections, so that the installation will not be delayed by processing times including disapproval and re-submittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit submittals sufficiently in advance of the Work.



**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**TECHNICAL SPECIFICATIONS**  
**SECTION 01540 – PROTECTION OF WORK AND PROPERTY**

**1.01 PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the ENGINEER has witnessed or otherwise referenced their location and shall not move them until directed. Any property monuments, iron pins, etc., disturbed by the CONTRACTOR's actions will be restored at the CONTRACTOR's expense. Only licensed land surveyors will be utilized to restore property monuments, etc.

**1.02 RESPONSIBILITY FOR DAMAGE**

The CONTRACTOR shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition equal to or better than existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

**1.03 PAYMENT**

Under the provisions of this contract, no separate payment will be made for any labor or materials necessary under this section.

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
TECHNICAL SPECIFICATIONS  
SECTION 02050 - DEMOLITIONS**

**PART 1 GENERAL**

**1.01 LOCATION**

The scope of work included herein may vary contingent upon the specific work order assigned to each site within the geographical bid area.

**1.02 PROJECT DESCRIPTION**

The Parish of St. Charles desires to demolish and remove all structures and all associated water, sewer and drainage piping encountered, remove and dispose of all household hazardous waste, hazardous and toxic waste, petroleum products, electronic wastes, ozone depleting substances, white goods and small gasoline motorized equipment (structures, et al), remove trees and stumps and abate RACM when necessary as identified in site specific Work Order(s). All work performed under this Project/Contract shall be managed, coordinated, supervised and monitored by the PARISH's Agent (ENGINEER). The scope of each site specific work order may include, RACM demolition, RACM abatement, demolition, tree and stump extraction, loading, transportation and disposal (or recycling) of waste material to a permitted LDEQ site approved for each waste type.

**1.03 GENERAL SCOPE OF WORK**

- A. The CONTRACTOR shall provide all equipment, operators, flaggers and laborers for work as specified in the bid documents and subsequent Site Specific Work Order(s). The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain all equipment under this contract.
- B. The CONTRACTOR shall provide sufficient management, administration, supervision and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The CONTRACTOR is cautioned to provide its own personnel to provide the above functions and not the personnel of its SUBCONTRACTOR's. The CONTRACTOR will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state and local governments or agencies or any public utilities.
- C. The CONTRACTOR SHALL PROVIDE documentation that all utility disconnects are complete 24 hours PRIOR TO SCHEDULING DEMOLITION OR REMOVAL. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval and release from a designated demolition or removal site, issuance and receipt of a new work order from the

ENGINEER. The CONTRACTOR shall remove all dirt, mud and debris from the roadways resulting from its operations.

- D. CONTRACTOR shall notify the ENGINEER office by 4:00 pm each day of the number of crews that will be working the following day for the purpose of scheduling ENGINEER personnel assigned to CONTRACTOR's crews.
- E. The CONTRACTOR shall have the financial ability to fund the project and pay SUBCONTRACTORS on a timely basis until such time that invoicing is submitted, approved and payment is received from the PARISH by the CONTRACTOR. The CONTRACTOR shall provide an affidavit that all previous progress payments have been made to subcontractors.

#### 1.04 DEMOLITION AND REMOVAL

- A. The work shall consist of publicly and privately owned residential and/or commercial property demolition and debris removal of structures and/or concrete slabs as ordered on site specific Work Order(s). The scope of demolition and removals will include the demolition of specified residential property structures and the removal of concrete slabs and flatwork associated with the structure and may include attached and detached structures and the removal of specified residential property concrete slabs and flatwork. The scope of demolition and removal shall include the removal, transportation and proper disposal (or recycling) of the demolition debris and other debris on site as specified in the Measurement and Payments Section of the Specification in accordance with all applicable federal, state and local regulations governing demolition and removal, and the demolition of structures containing hazardous substances. Additional structures may include ancillary detached (NON-CONTIGUOUS TO THE PRINCIPAL DOMICILE) structures. Prior to demolition structures that are identified to have vinyl asbestos tile (VAT) or other asbestos containing material must be abated. All local, state and federal rules and regulations must be followed.
- B. LDEQ has established protocols including definitions to address asbestos containing materials and demolition, in order to comply with LESHAP Regulations, for demolition debris.
- C. It shall be the responsibility of the CONTRACTOR to determine if a structure is safe enough to have its employees and or SUBCONTRACTORS enter to remove waste debris items listed in Sub-Sections 4.02 -4.09 prior to the start of demolition. CONTRACTOR shall immediately notify the ENGINEER if he determines that the structure is deemed unsafe to enter. Contractor may be allowed to demolish by other means at no increase in cost to the PARISH.

- D. The CONTRACTOR and/or the SUBCONTRACTOR performing a RACM demolition of structures must have a Louisiana CONTRACTOR's License and an LDEQ Asbestos Certification and Accreditation to perform RACM demolitions and ACM Removal and Transportation. PROPOSERS ARE CAUTIONED TO UNDERSTAND LDEQ PROTOCOLS AND COSTS ASSOCIATED WITH ADVF FORMS. CONTRACTOR is responsible for all payments of fees, licenses, certifications, forms and related costs for compliance with LDEQ regulations. All personnel on site must have the applicable federal, state and local permits, licenses, certifications and accreditations to perform ACM, HHW, HTW, Freon extractions, plumbing and electrical disconnects. Copies of all permits, licenses certifications and accreditations must be provided to the ENGINEER prior to the start of work on each site.
  
- E. Trees and shrubs may be removed if the trees directly impede the demolition and removal or as directed by the ENGINEER, at no cost to the PARISH.

#### 1.05 DECOMMISSIONING OF HAZARDOUS SUBSTANCES AND OTHER WASTE

The work shall include the hazardous substance decommissioning of structures prior to or during demolition. Such decommissioning shall include removal, handling, and transportation and disposal of hazardous substances; including Asbestos, HHW, HTW, Medical Waste, Petroleum Products, E-Waste, Ozone Depleting Substances, White Goods, Tires, Small Motorized Equipment, and any other waste that would not be permitted for disposal at a C&D or MSW site according to federal, state and local regulations and laws. The CONTRACTOR will be responsible for complying with all applicable federal, state and local regulations and laws governing same.

#### 1.06 CONSTRUCTION AND DEMOLITION DEBRIS AND LOOSE VEGETATIVE DEBRIS

The work may include the removal of eligible demolition debris from property of the PARISH as specified on the Site Specific Work Order. Such work shall include the removal, loading, transportation and disposal or recycling of this debris in accordance with all applicable federal, state and local regulations and laws governing same.

#### 1.07 HAZARDOUS TREES AND LIMBS AND STUMPHOLES

- A. The work may include, if directed by the ENGINEER and shown on the work order, the removal of hazardous trees and stumps if they present a threat to public health and safety or interfere with the demolition of a structure or removal of slabs and flatwork. This work must be done under the approval, supervision or consultation of a Louisiana licensed arborist furnished by the CONTRACTOR. This work may include, but not be limited to, the following: removal of hazardous hanging limbs, removal of hazardous trees, extraction of stumps, backfilling of stump holes, and associated debris. The hazardous trees

and stumps to be cut and extracted will be identified in the site specific work order and may be rooted, downed in whole, snapped off above ground or identified for extraction or grinding.

- B. Stump holes shall be backfilled with river sand to promote positive drainage, prevent pooling of water, and seed the disturbed area with Bermuda grass. Note that stump holes include all cavities beyond the extraction/ grinding stump hole area. Leaning trees, hanging limbs, and stumps to be cut or extracted will be identified on the Site Specific Work Order or by the Engineer. The ENGINEER will designate and physically identify all eligible debris and work in this section.
- C. **A PARISH designated Louisiana licensed Arborist shall be made available if needed during tree cutting activities.**
- D. Trees less than 6 inches in diameter and stump holes for trees that were less than 24 inches in diameter are incidental and shall be removed at no additional cost to the PARISH. Trees, limbs, stumps and stump holes of any size which inhibit the CONTRACTOR to perform the required work on the site, shall be removed at the expense of the CONTRACTOR. Payment for the removal of the items and the required fill needed as described in the Specification are incidental and are to be included at no additional cost to the PARISH within the unit price for demolition of the structure as described in the Measurement and Payment Section of this Specification. Payment for hazardous trees, limbs, stumps and backfilling stump holes that are identified on the Work Order or by the ENGINEER and included as pay items on the BID FORM for removal shall be paid on a per unit price basis. The ENGINEER supervisor may direct and approve the CONTRACTOR to remove additional trees, limbs and stumps and the CONTRACTOR shall perform in accordance with the BID FORM and Measurement and Payment conditions.

#### 1.08 SWIMMING POOLS AND IN-GROUND FOUNTAINS

In-ground swimming pools are not included in the project scope with the exception of proper fencing around the structures unless otherwise specified by ENGINEER. In ground fountains shall be removed at CONTRACTORS expense as an incidental item. **Payment for fencing around swimming pools will be made on a per linear foot basis as described in the Measurement and Payment Section of this Specification.**

#### 1.09 DAMAGE

- A. CONTRACTOR shall secure the work area to provide a safe work site. The CONTRACTOR shall exercise due care to minimize any damages to trees, shrubs, landscaping, and general property. CONTRACTOR shall repair any damage caused by the CONTRACTOR in a timely manner. Any damage to private or

public property shall be repaired at the CONTRACTOR's expense.

- B. Prior to mobilization to the site, CONTRACTOR shall notify ENGINEER in writing or by photographs with written description of damage of any pre-existing damage on adjacent public or private property. The CONTRACTOR shall repair all roadways, sidewalks, utilities, fences, drainage structures and other features not designated for demolition or removal, which are damaged by CONTRACTOR operations, including same damages to adjacent public and private properties. This will include re-sloping damaged surfaces to original grade and re-sodding.
- C. The CONTRACTOR shall plan the work to minimize the impact on the neighborhood. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local Governments or Agencies, or of any public utilities.
- D. Trees outside the project site which might be damaged during work activities shall be left in-place, and shall be protected. Any such tree(s) damaged during the work under this Contract shall be replaced in kind.
- E. All repairs made necessary due to damage caused by CONTRACTOR shall be made to the satisfaction of the ENGINEER. All repairs to public property shall be made in accordance with the public entity's standards. If the affected public entity standard does not exist, ENGINEER will establish, with the affected public entity, standards for repairs.
- F. Public sidewalks ARE EXCLUDED from the scope of this work and shall not be removed or damaged. Saw-cutting may be required to protect sidewalks and should be performed at no additional cost.
- G. The CONTRACTOR shall respond to damage claims within seven (7) days upon receipt of same and shall settle valid claims within thirty (30) days. PARISH shall have final authority over damage assessment and dispute resolution. Payment to the CONTRACTOR may be withheld if repairs are not made within 30 days of notification of property damage.
- H. The CONTRACTOR shall limit the area disturbed by the removal activities to maximum extent practicable, with the major areas of disturbance largely being confined to the footprint of the slabs and other pavement removed. If, in the opinion of the ENGINEER, the CONTRACTOR disturbs more area than is necessary to perform the Work, the Contractor may be required to sod areas needlessly disturbed.
- I. In accordance with general standards around the New Orleans area, vibrations in excess of 0.25 ips (inches per second) are considered risk damaging to structures

in close proximity of the vibration source. The seismograph machine is usually set up within a 50 foot radius of the vibration source depending on field conditions. The Contractor is responsible for any damages resulting from excess vibrations.

#### 1.10 PERFORMANCE

- A. Except in extraordinary circumstances agreed upon between the PARISH and the CONTRACTOR, the CONTRACTOR shall commence performance upon issuance of Site Specific Work Orders within five (5) days after receipt of a Specific Work Order. The CONTRACTOR shall work during daylight hours. The CONTRACTOR shall make certain that once demolition of a structure or the removal of a slab has begun, contractor must continue until structure is removed completely. The CONTRACTOR will perform these measures at no additional cost to the PARISH.
- B. For RACM structures, in addition to the requirements above, all ACM temporarily stored or staged at the site shall be covered and labeled, fenced and ACM warning and caution tape shall be placed around the perimeter of the covered material in accordance with all LDEQ and EPA restriction and regulations. Additionally, ACM warning and caution tape shall remain around the perimeter of the property line.
- C. The CONTRACTOR shall produce a minimum Ramp-Up-Procedure Plan and submit such plan to the ENGINEER for approval. The CONTRACTOR shall proceed at a rate that will result in completing the work in a timely manner as specified. Not providing stable crew counts after mobilization can be grounds for default.

#### 1.11 MOBILIZATION

Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, rights of entry for ingress and egress, installing and maintaining temporary roads and drainage structures needed to access the project sites, the costs of bonds, required insurance and all other pre and post construction expenses necessary to perform this work. **Payment for the work in this section will be included as part of the unit prices stated in this proposal.**

#### 1.12 DISPOSAL, TEMPORARY STORAGE AND RECYCLING SITES

- A. The CONTRACTOR shall use the Parish designated disposal facility.
- B. CONTRACTOR shall furnish the following for each approved site before any load tickets will be issued:

- A tower, if required, with platform and cover of sufficient height as to allow the ENGINEER Dump Site Monitor, governmental agency representatives and the CONTRACTOR a clear line of sight into the dump bed of the vehicle or trailer to determine contents of the vehicle.
  - Portable Restrooms
  - All access requirements for safe and adequate ingress and egress, including traffic controls.
  - Adequate signage, cones and flagmen as required in order to ensure site safety in accordance with the CONTRACTORs safety plan.
- C. Until the property site is reclaimed by the CONTRACTOR, payment shall be withheld from the CONTRACTOR.

### 1.13 AIR QUALITY

The PARISH may provide perimeter air quality testing utilizing NESHAP/LESHAP guidelines for RACM demolitions and ACM abatement. It will be the responsibility of the CONTRACTOR to provide air quality testing for its personnel while working and follow all guidelines for safety as required by local, state and federal agencies, including but not limited to respiratory protection equipment according to OSHA Standards applicable to the conditions encountered at each site.

### 1.14 REQUIREMENT

- A. The CONTRACTOR shall demolish, remove, and dispose existing building slabs, foundations, driveways, miscellaneous paving, and associated water, sewer, and drainage piping as indicated, in accordance with the Contract Documents.
- B. It is the intent of these specifications for the CONTRACTOR to provide PARISH with a cleared and leveled site with only trees, identified shrubbery, and the public sidewalk to remain.

## **PART 2: SERVICES**

### 2.01 GENERAL

The CONTRACTOR shall provide all management, administration, supervision, labor and equipment necessary to complete this work identified in site specific Work Orders. The structures and contents are considered to have no salvage value unless it is determined that same have an archeological or historical value and should be salvaged or the CONTRACTOR desires to salvage. Determination to salvage will be made by the ENGINEER. CONTRACTOR initiated salvage, if approved by the ENGINEER, shall not delay the demolition of sites. All work including decommissioning and demolition shall commence only after issuances of a Site Specific Work Order from the ENGINEER.



## 2.02 PRE-DEMOLITION AND PRE-REMOVAL

- A. Prior to demolition of each structure the CONTRACTOR shall complete the following checklist with the approval of each item by the ENGINEER:
- Verify site specific Work Order information, including GPS and physical address location and provide work plan, and schedule for demolition and removal activities
  - Submit crew and subcontractor licenses and certifications to be utilized onsite
  - Ascertain there is no human or animal occupation in structures on site
  - Ascertain if a FEMA or other trailer must be removed prior to work commences
  - Ascertain if a tree is obstructing the demolition or removal process
  - Ascertain that the structure is marked for Demolition and/or Removal
  - Assess and report structural soundness
  - Hazardous Material assessment and report
  - Complete Hazard Analysis and submit
  - Hazardous Material removal, transportation and disposal
  - Assess and report on salvage and personal property
  - Remove salvage and personal property to the designated location as directed by the ENGINEER.
  - ACM Abatement, Transportation and Disposal, if required
  - Ascertain preexisting damage to sidewalk and adjacent properties by video inspection
  - Provide at least four (4) pre-demolition or pre-removal photos
  - Water and sewer lines located, marked, turned off & capped (Documentation of disconnect required)
  - Electrical and cable lines disconnected at the pole, meter removed and underground wire locations marked (CONTRACTOR to provide written proof of disconnect from service provider)
  - Natural gas lines located, marked, meter removed, turned off, disconnected and capped (CONTRACTOR to provide written proof of disconnect from service provider)
  - Freon extracted from refrigeration and HVAC units
  - All propane and other petrochemical tanks drained and transported to reclamation site
  - Trailers disconnected from all utilities
  - Designated and approved access onto the site
  - Secure site
  - Final walkthrough to ascertain no occupation of humans or animals
  - Provide at least four (4) post-demolition or post-removal photos

### 2.03 DECOMMISSIONING OF HAZARDOUS MATERIALS

If decommissioning of hazardous materials is required, the CONTRACTOR shall complete removal of hazardous substance waste streams in no more than two work days upon issuance of a Site Specific Work Order, unless the ENGINEER provides written authorization for increased work durations. ACM Abatement Removal Crew Certifications and Accreditations, size and composition shall be submitted to the ENGINEER in the proposal. Decommissioning of hazardous materials should be assumed to be required for all sites unless otherwise directed by ENGINEER.

### 2.04 DISCONNECTION OF UTILITIES

- A. This demolition and removal work includes providing all equipment, materials and labor, disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to septic tanks or sewer systems in accordance with local requirements. Disconnection of all utilities shall be coordinated by the CONTRACTOR with the appropriate local service providers. For locating and marking the locations of underground utilities, the CONTRACTOR shall coordinate with the appropriate local service providers and the appropriate local governing Engineering or other appropriate department.
- B. The CONTRACTOR shall contact the local governing Engineering Department, 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. Comply with L.R.S. 40.1749.13 which states that no person shall excavate, demolish, or remove without first ascertaining the location of underground utilities by serving electronic notice to a regional notification program. In the State of Louisiana, the regional notification program is Louisiana One Call which may be reached at [www.laonecall.com](http://www.laonecall.com). The CONTRACTOR is cautioned that Louisiana One Call tickets are only eligible for 10 days after the ticket is issued. The CONTRACTOR shall give a copy of all electronic correspondence from Louisiana One Call to the ENGINEER. 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 and decommissioned by perforating and filling with river sand after pumping out contents and disposing in accordance with all local, state and federal regulations. All water service line caps shall be tested for leaks prior to backfilling. The ENGINEER shall observe testing and sewer line capping prior to backfilling. All sewer and water service cut and capping shall be performed by a Louisiana Licensed Master Plumber. The CONTRACTOR shall have a Louisiana Licensed Master Plumber available and shall take reasonable care and ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping that are not included in the scope of work.

The CONTRACTOR shall be responsible for the repair of utilities damaged as the result of his negligence. The CONTRACTOR will not be liable for any preexisting damage to utilities.

- C. Water service line piping to be abandoned shall be prepared as indicated. Where existing buried piping is to be abandoned, the Contractor shall remove or cut a portion of piping away from the water meter on each side to make room for cap installation and cap the end leading onto the property. The remaining pipe that is connected to the water main line shall be capped at its end prior to backfill.
- D. Unless otherwise specified or noted in the Contract Documents, pipe caps shall be the same material as the water service line and have an inside diameter of the same size as the existing line.
- E. The water meters shall be catalogued by location, listing serial number, meter reading, and date of removal. All meters shall be cleaned and returned to the appropriate water service provider.

#### 2.05 VEHICLE, VESSEL, ETC., REMOVAL

If there is any private property items such as: automobiles, boats, campers, recreation vehicle discovered on-site prior to demolition and/or removal and/or during the pre-demolition and/or pre-removal walk thru the CONTRACTOR shall contact the ENGINEER immediately and delay starting until the private property is removed.

#### 2.06 PRE-DEMOLITION AND PRE-REMOVAL PROCEDURE

Demolition and/or removal shall not begin on structures, and/or slabs, without an ENGINEER and a CONTRACTOR's Representative present, a Sub-CONTRACTOR does not qualify as a CONTRACTOR's Representative. The CONTRACTOR shall check the sites immediately prior to any work to insure that the properties are vacated.

#### 2.07 DEMOLITION AND REMOVAL

- A. During demolition of all structures and the removal and loading of associated debris, water misting shall be used to control dust and inhibit potentially harmful emissions from becoming airborne. A water truck or the use of a local governing entity meter shall be required at each site. It shall be duly noted that fire hydrants may not be used without the express written consent of the governing authority and that the acquisition and supplying water shall be the responsibility of the CONTRACTOR. The amount of dust resulting from the work shall be controlled to prevent the spread of dust to occupied areas near the site and to avoid the creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in or create hazardous or objectionable conditions such as

runoff, flooding and pollution. It shall be the responsibility of the CONTRACTOR to utilize appropriate misting nozzles to apply water to the debris.

- B. The CONTRACTOR is responsible for the complete demolition and removal of all structures and slabs listed in the Work Order. Use of explosives is prohibited.
- C. Contractor shall not commence a demolition of a structure that cannot be completed before dark. No activities will be performed beyond daylight hours. All debris shall be taken to the designated approved disposal facilities shown on the Work Order as scheduled by the CONTRACTOR. The CONTRACTOR may store loaded trucks and containers overnight, however, it shall be the responsibility of the CONTRACTOR to assure that same are covered by an additional tarp and are sealed tightly by binding straps and shall have the ACM warning placards displayed in accordance with LDEQ LESHAP Regulations. The ACM warning placards should be magnetic and affixed to the truck or container during loading and unloading operations. ACM warning placards should not be affixed to the trucks and containers during transportation. Any costs associated with storage and compliance with LDEQ Asbestos Regulations including but not limited to ADVF Forms are the responsibility of the CONTRACTOR.
- D. Should the CONTRACTOR be unable to complete the demolition of a structure, or removal of a slab, measures shall be taken as described in Section 1.10 PERFORMANCE under this specification.
- E. The transportation of ACM Debris shall be in compliance with LDEQ LESHAP REGULATIONS. Truck drivers shall be required to initial, and have initialed by an ENGINEER, the loading tickets at the loading site and again when the debris is dumped. No excavation shall be done on the site during demolition and removal activities, and removal of existing soil shall only be incidental to the demolition and removal operations, such removal of soil must be replaced and the ground sloped for adequate drainage.

## 2.08 ABANDONMENT

- A. Existing pilings, equipment, piping, utilities, and appurtenances required to be abandoned shall be prepared by the CONTRACTOR as indicated.
- B. Pilings shall be cut at a depth of 2-ft below the finished grade of the property and abandoned in place.

## **PART 3: SUBMITTALS REQUIREMENTS – PRE-STARTUP**

### 3.01 CONTRACTOR SAFETY PLAN

It is the CONTRACTORs sole responsibility to comply with all local, State, and Federal Regulations regarding health and safety.

### 3.02 CONTRACTOR DECOMMISSIONING, DEMOLITION, AND REMOVAL PLAN

- A. The CONTRACTOR shall develop a Plan for the decommissioning of structures to be demolished and shall be in accordance with March 16, 2006 LDEQ Protocol (attached hereto and incorporated by reference). The Decommissioning Demolition, and Removal Plan's Components shall address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of sites for the presence of regulated and hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned and demolition waste, ACM Management and/or Abatement (if RACM present) Assessment and Abatement Crew Licenses, Certifications and Size. Plan should tell ENGINEER where disposal, routes to and from sites and any staging site details if any.
  
- B. Demolition and removal crew licenses, certifications, size and composition of each crew to include the trucks to be assigned to each crew. Management and Supervisory personnel experience, licenses and certifications and an organizational chart listing the names, positions and responsibilities of each manager and supervisor.

### 3.03 DAILY OPERATIONAL REPORT

The CONTRACTOR shall submit daily operational reports. A separate operational report is required for each property address. Any discrepancies found in the daily operational report shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the CONTRACTOR shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The CONTRACTOR shall include in the daily operational report the work completed that day, including building ID and address. Before and after photographs of all work completed shall be submitted for the respective Pre-Demolition and/or Pre-Removal or Post-Demolition and/or Post-Removal Checklist.

### 3.04 WORK SCHEDULE

The CONTRACTOR shall provide a work schedule including a time line for each Work Order. The work schedule shall include number of hours per day and days of week the CONTRACTOR anticipates working. The CONTRACTOR shall work a maximum of six (6)

days per week or as directed by the ENGINEER. No work shall be performed before 6AM and after 6PM.

### 3.05 SUBMITTALS

- A. The CONTRACTOR shall provide the following submittals to the ENGINEER for review and/or approval five days after notice of award:
- CONTRACTOR Work Plan
  - Organizational Chart
  - CONTRACTOR Quality Assurance/Quality Control Plan
  - Schedule of Work Copies of All Permits and Licenses required by the State of Louisiana Licensing Board of CONTRACTORS and ENGINEER
  - Asbestos Certification from LDEQ.
  - Copies of each Crew Licenses and Certifications
  - SUBCONTRACTOR Licenses and Certifications

## **PART 4: ENVIRONMENTAL PROTECTION, HISTORIC PRESERVATION, PROTECTION OF PROPERTY AND RESTORATION**

### 4.01 GENERAL

- A. While the CONTRACTOR shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during project activities, the CONTRACTOR shall also manage surface water runoff for compliance with applicable federal, state, and local requirements.
- B. For the purpose of this Contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this Contract. Environmental protection requires consideration of air, water and land and involves noise and solid waste management, as well as other pollutants. The CONTRACTOR and its SUBCONTRACTORS shall incorporate appropriate measures to manage environmental pollution arising from the demolition activities in performance of this Contract. Structures to be demolished and slabs to be removed will be adequately wetted down immediately prior to and during demolition and removal activities, and also during the ENGINEERING of haul trucks prior to hauling the debris to approved landfills. While trucks hauling suspected ACM shall be lined, all trucks will have their load covered with tarps during transport.

#### 4.02 HISTORICAL AND ARCHAEOLOGICAL CONCERNS OR RESOURCES

- A. The CONTRACTOR shall not remove or disturb any historical, archeological, architectural or cultural artifacts relic remains or objects. All items having any apparent historical or archeological interests, which are discovered shall be carefully preserved. The CONTRACTOR shall leave the archeological find undisturbed and immediately report to the ENGINEER.
- B. There will be no adjustment in pay associated with delays resulting from any historical, archeological, hazardous or sensitive findings on the site. Any termination of work at the site will be addressed by General Conditions.

#### 4.03 HAZARDOUS AND SENSITIVE MATERIALS

- A. The CONTRACTOR shall not remove or disturb any human remains. If human remains are encountered at a site during demolition and/or removal activities, all work at that site shall be stopped. The CONTRACTOR shall immediately notify the ENGINEER.
- B. Time delays under this section shall not be considered for payment.
- C. If the CONTRACTOR encounters domestic animal remains, the remains shall be secured onsite and work may continue. The CONTRACTOR shall immediately notify the ENGINEER.
- D. If the CONTRACTOR encounters ammunition, weapons, or explosives on site or during project activities, all work shall be stopped in the adjacent area. Work may continue in other areas on site. The CONTRACTOR shall immediately notify the ENGINEER.
- E. If the CONTRACTOR encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall the CONTRACTOR, SUBCONTRACTORS or employees keep any found items for souvenirs or other uses. The CONTRACTOR shall immediately notify the ENGINEER.
- F. There will be no adjustment in pay associated with delays resulting from any historical, archeological, hazardous or sensitive findings on the site. Any termination of work at the site will be addressed by General Conditions.

#### 4.04 HOUSEHOLD HAZARDOUS WASTE (HHW)

Household Hazardous Waste is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners. HHW shall be segregated on site and placed in front of the structure near the curb. CONTRACTOR personnel are responsible for HHW removal and those who will be handling HHW materials shall be appropriately trained and certified.

#### 4.05 HAZARDOUS AND TOXIC WASTES (HTW)

If suspected HTW materials are found by the CONTRACTOR (i.e. 55-gallon drum of unknown material, mercury thermostats, fluorescent lights and ballasts) immediately notify the ENGINEER.

#### 4.06 PETROLEUM PRODUCTS

All storage tanks containing gasoline, diesel, propane or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate Federal, State, and Local Agencies. Portable storage containers (oil cans, gas cans, etc.) containing these products shall be segregated and disposed of in an appropriate manner. CONTRACTOR's Personnel who will be handling HHW materials shall be appropriately trained. These products must be transported to an approved recycling or disposal facility and in accordance with the Price Schedule proposed in Section 00300.

#### 4.07 E-WASTES

E-Waste products shall be segregated on site and transported to an approved recycling or disposal facility. Examples of E-Waste include, but are not limited to: computers, televisions, radios, VCR's, stereos, copiers, fax machines, and other common electronic products.

#### 4.08 OZONE DEPLETING SUBSTANCES

If in the process of demolition and removal activities, items containing ozone depleting substances are identified (white goods and HVAC requiring recycling Freon); the CONTRACTOR shall have licensed and certified personnel extract the ozone depleting substances avoiding escape into the atmosphere. Records of Freon extraction shall be provided to the ENGINEER for each site where Freon was extracted.

#### 4.09 WHITE GOODS



All white goods shall be removed from the structure during demolition, and shall be segregated on site and delivered to an approved recycling or disposal facility.

#### 4.10 SMALL GASOLINE MOTORIZED EQUIPMENT

Small gasoline motorized items including lawn mowers, generators and other small lawn-care equipment such as, but not limited to lawn-edgers, weed-eaters, chain saws, pole saws, etc., shall be segregated and transported to an approved recycling or disposal facility.

### **PART 5: DEBRIS CLASSIFICATION**

#### 5.01 GENERAL

Debris under this Contract consists of Construction and Demolition (C&D) and other debris generated from publicly and privately owned property and structures, and may also include General Debris such as but not limited to woody debris, trees and stumps found on the property. Debris to be removed will be defined on each Work Order. Regulated asbestos containing material (RACM) may also be found on Sites and will be subject to removal and disposal. Other waste products may be present at Sites including but not limited to: HHW, HTW, E-Goods, White Goods, small motorized equipment, fuels, solvents, pesticides, herbicides and other common household products and household hazardous wastes. There may also be Municipal Solid Waste (MSW) classified materials such as furniture, bedding and household waste. Materials classified as MSW must be disposed of in Type I or Type II landfills.

#### 5.02 LOAD TICKETS

- A. The Contractor shall provide multi-copy (4 minimum, different color) haul tickets to be used on this project for vehicular measure type items. The tickets shall be preprinted with the Contractor's name and address and the project title. The tickets shall be consecutive numbered and have spaces providing for the following items: type of material, parcel locations, truck number, truck driver's name, date, inspector's signature, volume of load and pit number. A project inspector will verify that full vehicular quantities are used for each haul ticket. Any voids remaining in the truck will be measured, and the Contractor will not be paid for these unused portions.
- B. Non-pay load tickets (where and when required) shall be filled out for tracking purposes for the removal of debris and shall include the type of debris for each load being hauled. CONTRACTOR shall comply with all load ticket procedures including all handling, load verification and documentation provisions if requested by ENGINEER. Non-pay load tickets from sites shall be noted as such. Non-pay load tickets shall document the type of material and other debris and shall be provided by the ENGINEER.

- C. Each non-pay load ticket shall contain the following information:
- Ticket Number
  - Work Order Number
  - Date
  - CONTRACTORs Name
  - SUB-CONTRACTOR Name and Crew ID
  - Truck or Roll-off Number
  - Point of Debris Collection (Address)
  - Loading Departure Time/Inspector
  - Disposal Site Arrival Time/Inspector
  - Debris Classification
  - Disposal Site
- D. Each load ticket is given to the vehicle operator by the ENGINEER prior to leaving the loading area. Upon arrival at the disposal site, the vehicle operator shall give the load ticket to the ENGINEER. The ENGINEER will verify the debris is being delivered to the appropriate facility. The CONTRACTOR shall submit one copy of the load tickets with the daily report. CONTRACTOR will not be paid for any work at the site if debris is not verified to be disposed of properly and in accordance with all local, state and federal rules and regulations.
- E. Contractor shall notify ENGINEER or representative in advance of delivery. No payment will be made for material installed without haul tickets signed or initialed by the ENGINEER's or PARISH's representatives.

## **PART 6: DEBRIS REMOVAL AND DISPOSAL**

### 6.01 GENERAL

- A. Debris and other waste shall be taken off site throughout the demolition process. The CONTRACTOR shall not allow debris to accumulate during demolition. The demolition debris shall be loaded into trucks and taken to the CONTRACTOR designated disposal sites permitted by LDEQ. Uncontaminated debris may be taken to a reduction site permitted by LDEQ prior to transporting to the final disposal site. CONTRACTOR shall note that a quarantine zone exists for Formosan Termites and removal and disposal of materials generated within the quarantine zone is regulated by the State of Louisiana Department of Forestry and Agriculture. CONTRACTOR shall comply with the provisions of the quarantine order and confirm the bounds of this zone prior to removal.
- B. Debris and rubbish including, but not limited to, trash, metal, plastic, and glass,

shall be removed from within the footprint of the structure to be demolished. If foundation and flatwork removal is not part of the Work Order, the foundation of the structure shall be swept clean of potentially harmful debris. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall be in compliance with all applicable federal, state and local regulations and laws governing same.

## **PART 7: OTHER CONSIDERATIONS**

### **7.01 CONTRACTOR'S REPRESENTATIVE**

The CONTRACTOR shall designate a CONTRACTOR Representative (CR) at each demolition location to supervise work in progress. The ENGINEER will deal directly with the CR and only the CR for normal day-to-day administration of the Contract provisions, within the limits of his or her authorities. The CR shall conduct overall management coordination and is the central point of contact with the ENGINEER and all regulatory agencies for performance of all work under the Contract. The CR shall have full authority to contractually commit the CONTRACTOR for prompt action on all matters pertaining to administration of this Contract. The CR or his designee shall be responsible for work place and project safety. The CR shall also be responsible for implementing the CONTRACTOR Safety Plan and Daily Safety Plan, have the authority to determine for the CONTRACTOR when work is ready for government inspection and make decisions for the CONTRACTOR on additional performance of work, when necessary. The CR shall meet with managing ENGINEER Staff once weekly in the ENGINEER's office or other designated location. For sites within a several mile radius one CR may be provided to cover up to 5 worksites.

### **7.02 SIGNS**

The CONTRACTOR shall take necessary precautions to ensure that street signs are not moved or damaged. The CONTRACTOR may move signs temporarily for protection if they are in danger of being damaged during the project. The CONTRACTOR shall return signs to pre-existing location and condition following completion of any work.

### **7.03 SAFETY REQUIREMENTS**

The CONTRACTOR will comply with the safety requirements of OSHA, EPA, DOTD. This includes the monitoring and safety of all employees who will be performing any work under this Contract and each Work Order.

### **7.04 LICENSES**

The CONTRACTOR and/or its SUBCONTRACTOR must be duly permitted, licensed, certified and accredited to perform the work in the State of Louisiana per statutory requirements and will obtain all applicable Louisiana insurance coverage including Louisiana Workers Compensation Coverage. The CONTRACTOR shall obtain all permits and licenses necessary to complete the work. The CONTRACTOR shall be responsible for determining what licenses, permits, certifications and accreditations are necessary to perform under the Contract. Copies of all permits shall be submitted to the ENGINEER prior to commencement of work under any and all Work Orders. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR's or any SUBCONTRACTOR's actions or operations during the performance of the Contract. Corrections for any such violations shall be at no additional cost to the PARISH. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area.

## **PART 8: DEMOBILIZATION**

### **8.01 POST DEMOLITION AND REMOVAL CLEANUP**

- A. The CONTRACTOR shall remove all signs of temporary facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition and removal work. The area shall be restored to near pre-existing conditions, with the exception of those structures demolished and slabs removed as part of this Contract. Restoration to original contours will generally not be required, unless specifically directed by the ENGINEER. However, all restored areas shall be smoothly and evenly dressed. CONTRACTOR shall take a minimum of four (4) post-demolition and post-removal photos to document the condition of the site after restoration.
- B. Upon completion of each Specific Work Order under this Contract, the CONTRACTOR shall vacate and remove, or cause to be vacated or removed, all property belonging to CONTRACTOR, any SUBCONTRACTOR, agent or employee. Any property not removed shall be deemed abandoned and any cost incurred by the PARISH in disposal of same shall be withheld from any payment due.

## **PART 9: PAYMENT REQUIREMENTS**

### **9.01 SUBMITTALS FOR PAYMENT**

Payment for the Work shall be handled in accordance with that specified in the General Specifications included as part of the Contract Documents.

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
TECHNICAL SPECIFICATIONS  
SECTION 02080 ASBESTOS REMOVAL**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This section specifies the requirements for asbestos abatement. It includes: preparation of the work areas including construction of decontamination units, asbestos removal, cleanup and decontamination, final clearance and disposal of asbestos-containing materials.
  
- B. The CONTRACTOR and/or the SUBCONTRACTOR performing a RACM demolition or abatement of structures and foundations, including slabs and concrete flatwork, must have a Louisiana CONTRACTOR's License and LDEQ Asbestos Certification and Accreditation to perform RACM demolitions and ACM removal and transportation. BIDDERS ARE CAUTIONED TO UNDERSTAND LDEQ PROTOCOLS AND COSTS ASSOCIATED WITH ADVF FORMS. CONTRACTOR is responsible for all payments of fees, licenses, certifications, forms and related costs for compliance with LDEQ Regulations. All personnel on site must have the applicable federal, state and local permits, licenses, certifications and accreditations to perform ACM, HHW, HTW, Freon extractions, plumbing and electrical disconnects. Copies of all permits, licenses certifications and accreditations must be provided to the ENGINEER prior to the start of work on each site.
  
- C. CONTRACTOR shall adhere all applicable LDEQ Regulations and Protocol with regards to the demolition of structures, removal of slabs and concrete flatwork, and the handling of materials from these procedures. Updated regulations and protocol with regard to the demolition of structures and removal of slabs damaged by hurricanes is provided on LDEQ's website [deg.louisiana.gov/portal/tabid/2885/Default](http://deg.louisiana.gov/portal/tabid/2885/Default). CONTRACTORS are encouraged to fully understand all the rules and regulations established by LDEQ, including those provided in LDEQ LESHAP Guidance on Residential Demolitions dated March 2, 2009.

**1.02 QUALITY CRITERIA**

- A. The CONTRACTOR shall maintain on site a full-time superintendent who is experienced in administration and supervision of asbestos abatement projects. This person is the Competent Person as required by OSHA Regulations. Submit superintendent qualifications to ENGINEER for review and approval. A project superintendent cannot be changed without prior approval of the ENGINEER.

- B. The CONTRACTOR shall provide one experienced job foreman to remain inside each work area at all times asbestos removal workers are working in the area.
- C. Only trained and experienced asbestos removal workers will be permitted to perform the work.
- D. The CONTRACTOR shall maintain a minimum of one complete copy of these specifications and the work plan on site at all times.

### 1.03 WORKSITE CONDITIONS

- A. Worker and Visitor Procedures: The CONTRACTOR is hereby advised that asbestos has been determined by the U.S. Government to be a CANCER CAUSING AGENT, and CONTRACTOR shall provide workers and visitors with protective clothing which as a minimum shall meet the requirements of OSHA 29 CFR 1926.1101.
- B. Visitors entering the regulated area will comply with all the protective equipment, respirator, and decontamination requirements of this specification. The CONTRACTOR will be required to supply the proper respiratory protection equipment. Respirators used by visitors must be of a type suitable for the conditions present in the regulated area.  
Visitors who enter the regulated area will be required to submit to the ENGINEER a current fit test certificate, a respirator-training certificate, and a physician's evaluation for respirator use.
- C. Federal and State inspectors are exempt from meeting visitor requirements, but are required to sign-in-sign-out in the hardbound project logbook.

## **PART 2 PRODUCTS**

### 2.01 MATERIALS

- A. Plastic Sheeting: Utilize fire retardant true thickness materials in all applications. Size materials to minimize the frequency of joints. Utilize reinforced plastic sheeting where specified.
- B. Tape: Provide duct tape capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.
- C. Spray Adhesive: Provide spray adhesive capable of sealing plastic to plastic or plastic sheet to finished or unfinished surfaces of dissimilar materials under both

dry and wet conditions.

- D. Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos – containing material and retardation of fiber release during material disturbance. Follow manufacturer recommendations for surfactant/water concentration.
- E. Other Materials: Provide other materials, such as lumber, plywood, drywall, studs, nails and hardware as necessary or specified to construct decontamination areas or enclosure systems.
- F. Disposal Bags: Provide 6 mil thick leak tight clear polyethylene bags labeled in accordance with OSHA 1926.1101.
- G. Caulking: Caulking to be used around seams or other openings must be 100% silicone rubber; non-shrinking; flexible; and fast curing.

## 2.02 EQUIPMENT

- A. Airless Sprayer: Provide motor driven airless sprayer capable of applying both amended water and sealant. Size nozzle to provide a mist application of solution without excessively disturbing existing materials.
- B. Negative Air Machines: Provide negative air pressure HEPA Filtration Units which comply with ANSI Z 9.2-79.
- C. Water Filters: Unless all waste water is to be disposed of as asbestos-containing, provide filter units on all drain lines & any other water source carrying water from the work area. Provide progressive filter system with the final filter passing particles one-micron or less.
- D. Manometer: Provide continuous strip chart manometer to continuously monitor air pressure differential in all work areas.
- E. Garden Sprayer: Provide a hand pump type pressure – can garden sprayer equipped with a wand at the end of a hose that can deliver a stream or spray of liquid.
- F. HEPA Filtered Vacuum Cleaners: Provide vacuums equipped with high efficiency particulate air filters manufactured, tested and approved for use specifically on asbestos contaminated environments.
- G. Scaffolding: Provide scaffolds as required to accomplish the specified work and which meets all applicable safety regulations.

- H. Communication Equipment: Suitable for intercom communications inside of the work areas.
- I. Mastic Remover: Organic based solvent manufactured, tested and approved for use in removing asbestos containing glues or mastics. Submit MSDS to the ENGINEER prior to use.

### **PART 3 EXECUTION**

#### 3.01 CONVENTIONAL REMOVAL

- A. Preparation
  - Shut down and lock out all air handling systems used for supplying air to, from or through work area.
  - Decontaminate all moveable items, using HEPA vacuums and wet methods, and remove from work area.
  - Pre-clean entire work area including all immovable objects using HEPA vacuums and wet methods. Seal all immovable objects with a minimum of two layers of 6-mil fire retardant plastic sheeting.
  - Construct critical barriers to demarcate the regulated area. Critical barriers must be constructed in manner that will permit them to retain their integrity throughout the project, and to prevent the migration of asbestos dust from the regulated area.
  - Warning signs must be displayed at all entrances and approaches to the regulated area. Warning signs must comply with the requirements of OSHA 29 CFR 1926.1101 (k)(7)(i)-(iii). The contractor is responsible for ensuring that all building occupants and non-English speaking employees are able to comprehend the warning signs. When necessary the contractor will display signs in foreign languages, pictographs, and graphics. Signs such as these will be in addition to warning signs in English.
  - Construct worker and equipment/disposal decontamination units in accordance with EPA and OSHA Guidelines and Regulations. Separate decontamination areas are required for personnel and equipment. Provide both hot and cold water for personnel shower. Trap and filter all wastewater using a progressive stage filter system.
  - Place work area under negative air pressure utilizing HEPA Filtration Systems. Maintain negative air pressure in the regulated area continuously from the start of asbestos removal until successful completion of final clearance air testing. Maintain a negative pressure of at least 0.02 inches of water column, and four complete air changes in



the regulated area per hour based on the total volume of the area. When determining the number of negative air units, assume that the actual efficiency of the machine is 80% of the rated capacity. The exhaust of all negative air machines must be discharged to the outside of the building.

- In addition to the above requirements, one spare HEPA filtration air movement machine will be kept at each project location: One inside the regulated area for use in the event of equipment failure, filter changes, and other maintenance.
- Provide temporary power, lighting, and heating/cooling (when necessary) to work area. Install ground fault interrupters on all temporary circuits.
- Prior to the start of any asbestos abatement activity, a contractor's project logbook will be established. This logbook will serve as a vehicle for maintaining all the records associated with the work order. The logbook will be used to record accidents, unusual events or occurrences, (such as failure of the negative air system or containment barriers) personnel and area air sampling results, notes concerning any deviation from standard work practices, daily sign-in/sign-out of employees and authorized visitors, and a day-by-day account of the work progress. Record the name, social security number, employer, date, time-in time-out, and the purpose of entry into the regulated area. The logbook will also record emergency telephone numbers inside the front cover. The logbook will be hard bound and shall be signed each day by the ENGINEER and the project supervisor.
- Notify ENGINEER for observation and approval of work area prior to beginning removal.

#### B. Asbestos Removal

- Remove and dispose of all asbestos-containing materials (ACM) in accordance with OSHA Regulations.
- Spray ACM until saturated with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
- Do not permit ACM to fall more than 12 feet. Utilize inclined chutes or scaffolds for greater heights.
- When abatement work is performed 50 feet or above floor level, asbestos materials must be transported to the ground via dust chutes or containers.
- Continuously bag all ACM debris. Do not allow ACM to accumulate on floor or to dry out. All asbestos materials must be adequately wet before being placed into bags.

## C Clean-up

- Wet clean and HEPA vacuum all surfaces until work area is free of all visible debris.
- Clean and remove from work area all equipment (if not required for further use), materials, impermeable containers, etc.
- Notify ENGINEER for first visual observation and approval to determine completeness.
- Perform no activity in work area for a minimum of 8 hours.
- Perform second phase cleaning of all surfaces in work area utilizing wet cleaning and HEPA vacuums.
- Notify ENGINEER for second visual observation and approval to determine completeness.
- As determined necessary by the ENGINEER, perform no activity in work area for a minimum of 6 to 8 hours.
- Perform third phase cleaning of all surfaces in work area utilizing wet cleaning and HEPA vacuum.
- Notify ENGINEER for third visual observation and approval to determine for completeness.
- Notify Testing Laboratory to perform Preliminary Final Air Testing.
- After successful completion of preliminary final air testing, spray all surfaces in work area with sealant. Perform no activity in work area until sealant dries.
- Remove plastic sheeting from walls and floor. Do not remove plastic from doors, windows, vents, penetrations, etc.
- Notify ENGINEER and Testing Laboratory to perform Final Clearance Observation and Air Testing.
- Re-clean at CONTRACTOR's expense work areas that do not comply with standard of cleaning for final clearance.
- Re-clean at CONTRACTOR's expense, work areas which do not meet specified final clearance air level.
- Notify ENGINEER of clearance air sample results.
- Upon successful final air clearance, as determined by the ENGINEER, dismantle and remove remaining plastic sheeting, decontamination chamber, and any other materials not previously removed. Thoroughly wet clean work area.
- Remove all traces of tape adhesive, and staples. Repair or make good any damage to property not slated for demo caused through abatement operations.
- Notify ENGINEER for work area observation and approval to determine completeness.

## 3.02 FLOOR TILE REMOVAL

### A. Preparation

- Isolate from work area all air handling systems.
- Shut down and lock out all air handling systems supplying air to, from or through work area.
- Decontaminate all moveable items, using HEPA vacuums and wet methods, and remove from work area.
- Seal with fire retardant plastic sheeting, adhesive and tape all penetrations to work area, including, but not limited to, corridors, doorways, windows, ducts, grills, diffusers, etc.
- Seal wall mounted electrical panels with a minimum of two layers of fire retardant plastic sheeting prior to placing wall plastic.
- Pre-clean entire work area including all immovable objects using HEPA vacuums and wet methods. Seal all immovable objects with a minimum of two layers of fire retardant plastic sheeting.
- Construct worker and equipment/disposal decontamination units in accordance with EPA and OSHA Guidelines and Regulations. Separate decontamination areas are required for personnel and equipment. Provide both hot and cold water for personnel shower. Trap and filter all wastewater using a progressive stage filter system.
- Cover walls in work areas with one layer of 6 mil fire retardant plastic sheeting. Glue and tape all seams.
- Place work area under negative air pressure utilizing HEPA Filtration Systems. Maintain negative air pressure in the regulation area continuously from the start of asbestos removal until successful completion of final clearance air testing. Maintain a negative pressure of at least 0.02 inches of water column, and four complete air changes in the regulated area per hour based on the total volume of the area. When determining the number of negative air units, assume that the actual efficiency of the machine is 80% of the rated capacity. The exhaust of all negative air machines must be discharged to the outside of the building.
- Provide temporary power and lighting to work area. Install ground fault interrupters on all temporary circuits.
- Maintain a hard bound project log book at the entrance to the regulated area. Record the name, social security number, employer, date, time-in/time-out, and the purpose of entry into the regulated area. Emergency telephone numbers must be recorded inside the front cover.
- Notify ENGINEER for observation of work area prior to beginning removal.

## B. Asbestos Removal

- Remove and dispose of all asbestos-containing materials (ACM) in accordance with OSHA Regulations.
- Spray ACM with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
- Remove tiles in as whole sections as possible. If floor tile removal within defined work space does not extend to a seam between tiles, the contractor shall remove the tile to the seam immediately outside the defined area unless directed otherwise by the PARISH or ENGINEER.
- On completion of the tile removal, the substrate must be cleaned of any mastic or adhesive used to bind the tile to its surface. If adhesive removers are used, workers must be equipped with suitable respiratory protection to avoid the inhalation of fumes from these solutions. Adhesive removers having a flash point of less than 60°C (140°F) will not be permitted. Waste material generated from the use of adhesive removers will be considered a hazardous waste unless proved otherwise by a Toxicity Characteristic Leaching Procedure (TCLP). Hazardous wastes must be disposed of in compliance with the Resource Conservation and Recovery Act (RCRA).
- Continuously bag all ACM debris. Do not allow ACM to accumulate on floor.

## C. Alternative Floor Tile Removal Method

Follow the January 1998 Resilient Flooring Covering Institute (RFCI) recommended work practices for the removal of resilient floor coverings. The January 1998 RFCI Guidelines are issued by:

Resilient Floor Covering  
Institute 996 Hungerford  
Drive; Suite 12B Rockville, MD  
20850  
(301) 340-8580.

## D. Cleanup and Clearance Testing

- Wet clean and HEPA vacuum all surfaces until work area is free of all visible debris.
- Clean and remove from work area all equipment (if not required for further use), materials, impermeable containers, etc.
- Notify ENGINEER for visual observation and approval to determine

completeness.

- Notify Testing Laboratory to perform Preliminary Final Air Testing.
- After successful completion of preliminary final air testing, spray all surfaces in work area with sealant. Perform no activity in work area until sealant dries.
- Remove plastic sheeting from walls. Do not remove plastic from doors, windows, vents, penetrations, etc.
- Notify ENGINEER for visual observation and approval to determine for completeness.
- Notify ENGINEER and Testing Laboratory to perform Final Clearance Air Testing.
- Re-clean at CONTRACTOR's expense, work areas which do not meet specified final clearance air level.
- Notify ENGINEER of clearance air sample results.
- Upon successful final air clearance, as determined by the ENGINEER, dismantle and remove remaining plastic sheeting, decontamination chamber, and any other materials not previously removed. Thoroughly wet clean work area.
- Repair or make good any damage to structures not slated for demo caused through abatement operations.
- Notify ENGINEER for work area observation and approval to determine completeness.

### 3.03 GLOVE BAG REMOVAL

#### A. Preparation

- Install critical barriers and demarcate a regulated area. Critical barriers may be established around the abatement area in the form of a mini enclosure.
- Place asbestos warning signs at all approaches to the regulated area.
- Shut down and lock out all air handling systems supplying air to, from or through the regulated area.
- Isolate from the regulated area all air handling equipment.
- Decontaminate, using HEPA filtered vacuums and wet methods, and remove from the regulated area all moveable items.
- Pre-clean entire regulated area including all immovable objects using HEPA filtered vacuums and wet methods.
- Seal with fire retardant plastic sheeting and tape all penetrations to the regulated area, including, but not limited to, corridors, doorways, windows, ducts, grills, diffusers, etc.
- Place one layer of 6 mil thick fire retardant plastic sheeting on the floor of the work area.

- Where walls do not exist, construct walls using a minimum of two layers, 6 mil fire retardant plastic sheeting. 2 x 4 framework shall support fire retardant plastic sheeting.
- Install a changing cubical adjacent to the regulated area and a dedicated HEPA filtered vacuum cleaner for worker decontamination.
- Place work area under negative air pressure utilizing HEPA Filtration Systems. Maintain negative air pressure in the regulated area continuously from the start of asbestos removal until successful completion of final clearance air testing. Maintain and record on a strip chart recorder a negative pressure of at least 0.02 inches of water column, and four complete air changes in the regulated area per hour based on the total volume of the area. When determining the number of negative air units, assume that the actual efficiency of the machine is 80% of the rated capacity. The exhausts of all negative air machines must be discharged to the outside of the building.
- Limit access to the regulated area to authorized persons only.
- Workers entering the regulated area must be provided with and wear protective equipment and negative pressure respirators (as a minimum), before commencing any abatement activities.
- Maintain a hard bound project log book at the entrance to the regulated area. Record the name, social security number, employer, date, time-in/time-out, and the purpose of entry into the regulated area. Emergency telephone numbers must be recorded inside the front cover.
- The above procedures are for small scale short duration activities only. Any other use of glove bags will only be permitted if the regulated area meets all the requirements of convention removal practices outlined elsewhere in this specification. The ENGINEER reserves the right to amend these procedures to meet specific project requirements or locations.

#### B. Asbestos Removal

- Perform glove bag procedure in accordance with manufacturers written instructions.
- Install glove bag onto piping. Completely seal all penetrations and seams with adhesive and tape.
- Smoke test each glove bag prior to performing removal. Reseal any leaks indicated by the testing.
- Utilize one glove bag per removal location. Do not move or slide glove bag once installed.
- Spray ACM until saturated with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
- Remove and dispose of all asbestos-containing materials (ACM) in

accordance with OSHA Regulations.

C. Clean-up and Clearance Testing

- Wet clean and HEPA vacuum all surfaces until pipe is free of all visible debris.
- Notify ENGINEER for visual observation and approval to determine completeness.
- Spray all surfaces inside glove bag with sealant.
- Any asbestos-containing insulation edges that have been exposed as a result of the removal or maintenance activity must be encapsulated with a bridging encapsulate and enclosed using a re-wettable glass-fiber cloth. The glove bag operator must ensure that exposed edges are completely sealed so as not to release asbestos fibers to the atmosphere after the glove bag has been removed.
- Notify ENGINEER for visual observation and approval to determine for completeness.
- Collapse glove bag using HEPA vacuum. Seal bag with tape and remove from pipe. Place glove bag in a six mil disposable plastic bag.
- Notify ENGINEER and Testing Laboratory to perform Final Clearance Air Testing.
- Re-clean at CONTRACTOR's expense, work areas which do not meet specified final clearance air level.
- Notify ENGINEER of clearance air sample results.
- Upon successful final air clearance, as determined by the ENGINEER, dismantle and remove remaining plastic sheeting, and any other materials not previously removed. Thoroughly wet clean work area.
- Remove all traces of tape adhesive, and staples. Repair or make good any damaged caused through abatement operations.
- Notify ENGINEER for work area observation and approval to determine completeness.

3.04 REMOVAL OF ASBESTOS CEMENT PANELS

A. Preparation

- Establish a regulated area by placing warning notices and barricades a minimum of ten (10) feet around the cement panels to be removed. Place a warning notice at all entrances to the asbestos abatement work area.
- Clean all movable items within the regulated area by HEPA vacuum and wet cleaning methods, and store them outside the area.
- Pre-clean area immediately adjacent to asbestos cement panels.

- Cover the complete floor of the regulated area with one layer of six (6) mil thick fire retardant plastic sheeting.
- Protect with fire retardant plastic any areas that may be damaged or affected by the use of amended water.
- Spray all sides of cement panels with amended water.

B. Asbestos Removal

- The surface of the cement panel must be kept wet at all times during removal.
- Remove carefully any mounting brackets or screws. Immediately wet any dry areas that become exposed as brackets or other retaining mounts are removed.
- Every effort must be made to remove the panels in whole sections.
- Immediately upon removal the panels must be packaged in plastic bags. Larger items may be wrapped in two (2) layers of six mil thick plastic sheeting. Bags or plastic sheeting must be sealed so as to provide an air tight seal. All bags or items wrapped in plastic sheeting must be sealed so as to provide an air tight seal. All bags or items wrapped in plastic sheeting must be labeled in accordance with OSHA and EPA Requirements.

C. Clean-up and Clearance Testing

- Wet clean and HEPA vacuum all surfaces within the regulated area.
- Notify ENGINEER for visual observation and approval to determine completeness.
- Spray plastic sheeting and the immediate area from where the cement panel has been removed with a clear sealant.
- Perform no further work until the sealant has dried.
- Remove all plastic sheeting.
- Notify ENGINEER for visual observation and approval to determine completeness.
- Notify ENGINEER and Testing Laboratory to perform Final Clearance Air Testing.
- Upon receipt of acceptable air sample results, notify the ENGINEER, and remove warning signs and barricades.
- Remove all traces of tape adhesive, and staples. Repair or make good any damaged caused through abatement activities.

### 3.05 DISPOSAL OF CONTAMINATED WASTE

- A. All plastic bags used for disposal of ACM shall be labeled in accordance with



OSHA and DOTD Regulations.

- B. Consider all debris waste, plastic sheeting, disposable clothing, etc. as asbestos containing materials.
- C. Notify ENGINEER not less than 24 hours prior to the time of removing and delivery of contaminated waste to the landfill.
- D. Seal asbestos waste in impermeable containers labeled in accordance with OSHA Regulations. As a minimum, double bag all waste in 6 mil plastic bags.
- E. Vehicles used to transport asbestos-containing waste material are to be marked with the sign prescribed by EPA during loading and unloading.
- F. Place two layers of 6 mil plastic sheeting on floors and walls of waste disposal vehicle. Use only lockable, fully enclosed vehicles/dumpster to transport materials to landfill. The enclosed vehicle/dumpster must be kept closed at all times, except when bags are being placed in it, and must be locked when unattended.
- G. Transport double bagged contaminated waste from work area to truck/dumpster in hard wall impermeable containers.
- H. Deposit only sealed plastic bags in landfill. Bags that are damaged must be over slipped with a new bag and sealed. Broken or damaged bags must be suitably wet before being over slipped.
- I. Remove all plastic sheeting from disposal vehicle, place in two six mil plastic bags and dispose as contaminated waste.
- J. Comply with applicable OSHA Regulations and Guidance Documents issued by the EPA.
- K. Provide a personnel decontamination unit consisting of a serial arrangement of connected rooms or spaces, clean room, shower room, and equipment room.

Softwall

- Construct walls and ceiling using fire retardant polyethylene sheeting, at least 6 mil. in thickness. Attach to existing building components or a temporary framework.

Hardwall

- Construct walls and ceiling using fire retardant polyethylene sheeting, at least 6 mil. in thickness. Attach to existing building components or a temporary framework. Cover surface of decontamination unit with 3/8" CDX plywood.
- Use 2 layers (minimum) of 6 mil. fire retardant polyethylene sheeting to cover floors in the equipment, shower (underneath shower pan), and clean rooms.
- Provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3' x 3' square with a minimum 6' high sides and back. Structurally support as necessary for stability. Connect drain to a reservoir, pump water from reservoir through filters to drain.

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
TECHNICAL SPECIFICATIONS  
SECTION 02110 DISASTER DEBRIS REMOVAL AND RECOVERY**

**PART 1 GENERAL**

**1.01 REQUIREMENT**

- A. It is the intent of this agreement that the contractor will ensure that hazards to life and property are removed as quickly as possible and that the expenses are qualified for reimbursement from state and/or federal agencies to the maximum extent possible. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to insure economic recovery of the community to the benefit of the community-at-large. Any demolition, clean up or removal outside of this guidance, in order to incur a financial liability to the Parish, must be so ordered by the Parish and invoiced on a separate invoice.
- B. The selected firm's response to the debris removal process must be immediate, rapid, and efficient, with acceptable cost controls, accountability procedures, with written reports and submittals in place, to assure that the Parish will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and Parish Agencies.

**1.02 GENERAL SCOPE OF WORK**

- A. The CONTRACTOR's primary responsibilities are:
- Removal of Eligible Debris: This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW) and all Parish debris management sites (DMS).
  - Segregation of Eligible Debris: This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into six (6) categories: 1) woody vegetative and yard debris, 2) construction and demolition (C&D) debris, 3) white goods, 4) recyclables 5) hazardous and/or toxic waste (hazardous and toxic waste) and 6) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.
  - Hauling Eligible Debris from designated Work Zones and Parish DMS: This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Final Disposition Site(s).
  - Final disposal and recycling of Eligible Debris: This shall mean the

transportation of non-recyclable Eligible Debris to a landfill lawfully permitted to accept all non-recyclable debris, including ash from a TDSRS approved by PARISH. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined broker or end-user approved by the PARISH.

- Management and Operations in the Work Zones: This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.
- Preparation of reports as the PARISH may require: This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the PARISH to track expenses or compliance for debris removal operations.

B. The CONTRACTOR's secondary responsibilities are:

- Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of the PARISH: This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by the PARISH. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by the PARISH.
- Collection and removal of Eligible Debris from PARISH-owned property, canals, waterways or other areas as directed by the PARISH: This shall mean assisting the PARISH and/or other Contractor(s) with the collection and hauling of Eligible Debris that has been removed from PARISH property, facilities and waterways to the Final Disposition Site(s).

## **PART 2: ADDITIONAL SERVICES**

### 2.01 GENERAL

- A. The CONTRACTOR shall perform the additional services, including but not limited to the services listed below upon issuance of a Task Order by the PARISH, and the Scope of Work shall be executed by the CONTRACTOR according to the approved terms: Private Property Demolition and Debris Removal; Marine Debris Removal; Hazardous and/or Toxic Waste Disposal; Dead Animal Carcasses; Fallen Trees; Hazardous Stumps and hangers; Fill Dirt; Sand Screening; and/or Freon Removal.
- B. The CONTRACTOR shall offer the following additional services to the PARISH at no additional cost: Training of Key Parish staff on procedures to assure cooperation

between contractor and Parish staff; Preliminary Ground level Damage Assessment; Preliminary Aerial level Damage Assessment; Mobilization and Demobilization; Mobile Command Unit; Temporary Storage of Documents; Debris Planning Efforts; Closure and Remediation of TDSRS; and/or Reporting and Documentation.

## 2.02 OTHER AGREEMENTS

- A. The selected firm(s) shall be allowed to subcontract debris removal or management but St. Charles Parish may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.
- B. The selected firm(s) shall provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by the Parish's authorized representative shall be as binding as if given to the Firm(s).
- C. The selected firm(s) shall assist in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.
- D. Handle to completion property damage claims which result from contractor's errors or omissions.

## **PART 3 OTHER CONSIDERATIONS**

### 3.01 PERIOD OF AGREEMENT

St. Charles Parish seeks to establish contractual arrangements with one (1) qualified firm for Disaster Debris Removal & Recovery Services, on an as needed basis, for a three (3) year period, with the option for annual renewal. Renewal is at the PARISH's option upon acceptance of the CONTRACTOR.

### 3.02 DELIVERABLES

The CONTRACTOR shall provide to the PARISH, including but not limited to the following deliverables: timely mobilization; a safe operation; the removal of all eligible debris from Parish ROW and protect the PARISH's funding by knowledge of FEMA rules and regulations and operating by them; communicating to the PARISH and ENGINEER in writing; and providing the PARISH with timely, accurate and well documented invoices for services.

### 3.04 LOCATION

Areas of St. Charles Parish affected by a debris generating event including the towns of Ama, Luling, Paradis, Des Allemands, Boutte, Hahnville, Killona, St. Rose, and Destrehan, New Sarpy, Norco and Montz.

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
TECHNICAL SPECIFICATIONS  
SECTION 02270 EROSION CONTROL (VEGETATIVE)**

**PART 1 GENERAL**

1.01 REQUIREMENT

- A. CONTRACTOR shall provide erosion protection for all disturbed areas as described in this Section.
- B. CONTRACTOR shall provide erosion protection in the form of seeding for all Topsoil provided under Specification Section 02050.
- C. CONTRACTOR shall provide erosion protection in the form of sod **for areas as indicated in this Section.**
- D. CONTRACTOR shall provide erosion control for all other disturbed areas damaged by CONTRACTOR's performance of the Work. PARISH may require CONTRACTOR to apply sod as a corrective measure to repair property damage as an erosion control repair method.

**PART 2 PRODUCTS**

2.01 MATERIALS

- A. Seed: Seed shall be delivered in original unopened packages bearing an analysis of the contents. Seed shall be guaranteed 95 percent pure with a minimum germination rate of 80 percent.
  - During the months of March through September, the seed mix shall be Bermuda grass. During the months of October through February, the seed mix shall be equal parts Bermuda grass and rye grass.
  - The seed mix shall be planted at a rate of 1 pound of hulled seed per 730 square feet.
- B. Sod: Approved Sod shall be either field grown grass or nursery grown grass delivered in rolls or slabs. Sod shall be free from noxious weeds or other vegetation. Fertilizer shall comply with Subsection 1018.16 of the LDOTD Standard Specifications for Road and Bridges, 2006 Edition.
  - Field Grown Grass: Bermuda grass, carpet grass, or other approved grass native to the sodded area.
  - Nursery Grown Grass: Centipede, Tiffway Bermuda, Nomow Bermuda, Common Bermuda, or St. Augustine grass.

## **PART 3 EXECUTION**

### 3.01 GENERAL

- A. Weather Conditions: Seeding operations will not be permitted when wind velocities exceed 15 miles per hour or when the ground is unduly wet or otherwise not in a tillable condition.
- B. Soil Preparation: The ground to be seeded shall be graded in conformance with the Specifications and shall be loose and reasonably free of large rocks, roots, and other material which will interfere with the work.

### 3.02 METHOD OF APPLICATION

- A. Seeding: The seed shall be broadcast uniformly at the rate of 60 lbs/acre (approximately 1 lb per 730 sq ft). After the seed has been distributed it shall be incorporated into the soil by raking or by other approved methods.
- B. Sodding: Areas to receive sod shall be pulverized to a depth of at least 3 inches (75 mm), graded and cleared of weeds, grass, stones, and other debris. Sod shall be transferred onto the surface soil. Sod shall be placed with no space between edges. Slab and roll edges shall be staggered to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6 inches (150 mm). Slab edges which do not fit closely shall be pulled together by hand without stretching or tearing and pegged when necessary. Fertilizer shall be applied at a rate specified in LDOTD Standard Specifications for Roads and Bridges, 2006 Edition, Subsection 718.03(a).

Sod shall be rolled after planting with smooth drum steel wheel rollers or cultipackers. Where rolling is impractical, sod shall be tamped by approved hand methods. Sod shall be cut with approved sod cutters. The designated area shall be mowed when necessary. Sod shall be cut to a minimum soil depth of 1 1/2 inches (40 mm) for field grown grass and 1 inch (25 mm) for nursery grown grass, and to a uniform width and in convenient lengths for handling. Soil shall be retained on roots of sod during excavating, hauling and planting. Only common Bermuda sod shall be used within 30 feet (9 m) of the outer edges of paved shoulders.

Sod cut more than 48 hours before placing shall not be used unless authorized. Sod taken from areas that may produce inferior growth will not be accepted.

Watering required in connection with digging, storing or hauling sod will be at no direct pay.



Slab sod shall be placed flat, grass side up on pallets containing no more than 50 square yards (42 sq m) of slab sod and hauled, covered, to the planting site with soil intact. Pallets shall be off-loaded and placed as close as practical to the planting site. Rolls of sod shall contain no more than 225 square feet (21 sq m) per roll and shall be covered and hauled to the planting site with soil intact. Rolls shall be off-loaded and placed as close as practical to the planting site.

### 3.03 WATERING

Upon completion of the erosion control seeding and sodding, the entire area shall be soaked to saturation by a fine spray. The new planting shall be kept watered by a sprinkling system on the Site during dry weather or whenever necessary for proper establishment of the planting. At no time shall the planting be allowed to dry out. Care shall be taken to avoid excessive washing or puddling on the surface and any such damage caused thereby shall be repaired by the CONTRACTOR.

### 3.04 MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION

- A. The CONTRACTOR shall maintain the planted areas in a satisfactory condition until the PARISH accepts the Site as substantially complete. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary, and sufficient watering to maintain the plant materials in a healthy condition. The ENGINEER may require replanting of any areas in which the establishment of the vegetative ground cover does not appear to be developing satisfactorily.
- B. The CONTRACTOR shall sweep any material that washes onto public sidewalks or streets, clean affected drainage structures, and replace the lost topsoil, re-compact, and re-seed at no additional cost. Sweeping shall be conducted on a daily basis.

### 3.05 MAINTENANCE AFTER SUBSTANTIAL COMPLETION

CONTRACTOR shall perform sufficient watering as necessary to maintain the plant materials in a healthy condition until PARISH either transfers the property to another entity or 60 calendar days after the individual Site passes Final Inspection pursuant to Article 14.06 in the Standard General Conditions of the Construction Contract, whichever occurs first. Contractor will not be required to water the Sites beyond the Contract Time unless identified prior to or during the Final Inspection.

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
TECHNICAL SPECIFICATIONS  
SECTION 02840 – TRAFFIC CONTROL**

**PART 1 GENERAL**

**1.01 DESCRIPTION**

- A. The CONTRACTOR shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting areas which are used by the CONTRACTOR and which interfere with the driving or walking public.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

**1.02 TRAFFIC CONTROL**

- A. The necessary precautions shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operations). The CONTRACTOR shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.
- B. Traffic control devices shall be in accordance with the “Manual on Uniform Traffic Control Devices” FHWA as a minimum.
- C. The CONTRACTOR shall provide at least 72 hours notification to the ENGINEER of the necessity to close any portion of a roadway carrying vehicles or pedestrians so that the ENGINEER can request final approval of such closings from the Department of Public Works at least 48 hours in advance. At no time will more than one (1) lane of a roadway be closed to vehicles and pedestrians unless allowed in writing by the ENGINEER. With any such closings adequate provision shall be made for the safe expeditious movement of each.
- D. The CONTRACTOR shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal pre-construction traffic control scheme. Any such actions shall be performed by the CONTRACTOR under the supervision, and in accordance with the Specifications, of the Department of Public Works, unless otherwise specified.
- E. The CONTRACTOR will consult with the ENGINEER immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project.
- F. The CONTRACTOR is responsible for constant monitoring of traffic control devices and must make appropriate changes to correspond to conditions.

### 1.03 MEASUREMENT AND PAYMENT

There will be no direct measurement or payment for this item.

## **EXHIBIT D**

### **STORM DEBRIS DISPOSAL 2021 COMPLIANCE PROVISIONS FOR FEDERALLY ASSISTED CONTRACTS AND SUBCONTRACTS**

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**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(Applicable to contracts and subcontracts in excess of \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, AS AMENDED)**

(Applicable to contracts and subcontracts in excess of \$10,000)

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
  - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
  - c. Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. When the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally- assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor



during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the

Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
  16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)**

(Applicable to contracts and subcontracts in excess of \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: \_\_\_\_\_ (See Table Below)

Goals for female participation: \_\_\_\_\_ 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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## MINORITY PARTICIPATION GOALS

PARISH	MINORITY GOAL (%)	PARISH	MINORITY GOAL (%)	PARISH	MINORITY GOAL (%)	PARISH	MINORITY GOAL (%)
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is St. Charles Parish, Louisiana.

#### 4. CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to contracts and subcontracts in excess of \$100,000)

The Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, if nonexempt, the Contractor by the submission of this bid certifies the following:

A. That no portion of the work required by this contract will be performed in a facility

listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended, unless and until the EPA eliminates the name of the facility from the listing;

- B. That he/she agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Clean Water Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. That as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. That he/she will include, or cause to be included, the criteria and requirements in paragraphs (A.) through (D.) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**5. ACCESS TO RECORDS--MAINTENANCE OF RECORDS**

The Owner, State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of three (3) years from the official date of the State's final closeout of the grant.

**6. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**7. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**8. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
  
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**  
(Applicable to contracts and subcontracts of \$10,000 and under)

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**10. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.



- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## **11. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

## **12. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

### **13. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

### **14. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

### **15. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

### **16. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search can be conducted using the Excluded Parties List System provided by the General Services Administration at [www.epls.gov](http://www.epls.gov).

## **17. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## **19. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

## **20. ANTI-KICKBACK RULES**

(All contracts and subgrants for construction or repair.)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Copeland Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

## **21. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

## **22. FEDERAL LABOR STANDARDS PROVISIONS**

(Applicable to contracts and subcontracts in excess of \$2,000, when required by Federal grant program legislation, and with the exception of those funded with grants for disaster relief under FEMA's principal relief authority, the Robert T. Stafford Disaster Relief Act)

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (29 CFR 5.5) as follows:

**A.1.(i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(A)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(A)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(A)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the

contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** St. Charles Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, St. Charles Parish may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3.(i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (A)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to

the applicant sponsor, or owner, as the case may be, for transmission to the appropriate Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(A)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, or transmission to the appropriate Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (A)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (A)(3)(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231

of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (A)(3)(i) available for inspection, copying, or transcription by authorized representatives of the appropriate Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be



permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (A)(1) through (11) and such other clauses as the Federal agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a

subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and St. Charles Parish, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (B)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (B)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (B)(1) through (4) of this section.

C. **Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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EXHIBIT E

STORM DEBRIS REMOVAL AND RECOVERY 2021  
NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Jefferson Parish

Kristy Fuentes, being first duly sworn, deposes and says that:

(1) He is the Vice President/Secretary/Treasurer of  
(Owner, Partner, Officer, Representative or, Agent)

DRC Emergency Services, LLC, the Bidder, and that  
(Name of Proposer)  
the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;

(2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;

(3) The Proposal is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;

(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

Bidder DRC Emergency Services, LLC

By Kristy Fuentes Kristy Fuentes

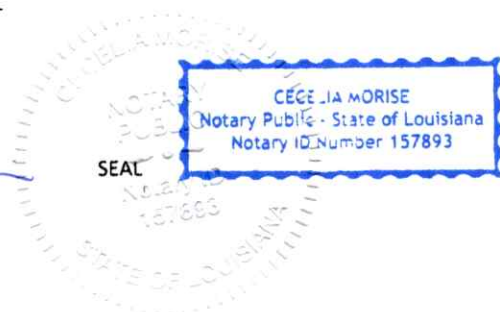
Title Vice President/Secretary/Treasurer

Subscribed and sworn to before me

this 23 day of November, 2021 at Metairie, Louisiana

My commission expires at death

Cecilia Morise



## **NOTICE OF INTENT TO AWARD**

February 8, 2022

TO: Kristy Fuentes, Vice President of Compliance and Administration  
DRC Emergency Services, LLC  
110 Veterans Boulevard, Suite 515, Metairie, Louisiana 70094

PROJECT NAME: Storm Debris Removal and Recovery 2021

PROJECT NO: P210801

To Whom It May Concern:

You are hereby notified that your bid dated November 30, 2021, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is Forty-Four Thousand Three Hundred Forty-Five Dollars and Ninety-Six Cents (\$ 44,345.96 ) for all items as listed in the Request for Proposal for Storm Debris Removal and Recovery 2021.

**Deliver all documents to:**

Andre Ford  
St. Charles Parish Public Works  
aford@stcharlesgov.net

**Deliver the following documents by February 22, 2022**

1. Six (6) original Employment Status Verification Affidavit (Section-SCP-E-00475) See La. R.S. 38:2212(B)(3)(a);
2. Six (6) original Non-Collusion and Non Sollicitation Affidavit (Section-SCP-E-00480) See La. R.S. 38:2224;
3. Six (6) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Six (6) original Request to Sublet (Section-SCP-E-00816).

**Deliver the following documents by March 4, 2022**

1. Six (6) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Six (6) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1 & page 00610-2**; this document will be dated upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1 & page 00611-2**; this document will be dated upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above-described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”

5. Six (6) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to date the Bonds and Power of Attorney to coincide with the time of execution of the contract by St. Charles Parish. The Bonding Company is to fill in the location where

the bond was signed.

6. Six (6) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

**Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.**

**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- **Time frame will be in days with a starting point at Notice to Proceed**
- **Review and approval time of submittals**
- **Order and delivery time of critical path items**
- **Mobilization and construction set up time**
- **Construction time**
- **Anticipated Substantial Completion date**
- **Anticipated Final Change Order submittal date**
- **Anticipated project closure date**

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Intent to Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.

---

Miles B. Bingham, P.E.  
Director Public Works/Wastewater

cc:

*Brad Berthelot - Public Works Accountant*  
*Chandra Sampey – Contract Monitoring Specialist*  
*Andre Ford, P.E. - Public Works Engineer*  
*Michelle Impastato - Parish Council Secretary*  
*Project File*





**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
AND COST PROPOSALS  
STORM DEBRIS REMOVAL AND RECOVERY 2021  
PROJECT P210801**



**August 3, 2021**

**15045 River Road Hahnville, Louisiana 70057**

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
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**PUBLIC NOTICE**  
**STORM DEBRIS REMOVAL AND RECOVERY 2021**

**St. Charles Parish**  
**Request for Proposals**

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Tuesday, October 5, 2021.**

Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with Instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with demonstrated experience in executing FEMA reimbursable storm and disaster debris removal projects. The Proposal Package can be obtained from the St. Charles Parish Contract Monitor's Office at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Office hours are Monday – Friday 8:30 AM to 4:00 PM. Telephone number is 985-783-5102.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Tuesday, September 14, 2021, at 10:00 A.M.** at the St. Charles Parish Contract Monitor's Office at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Attendance at the Pre-Bid Conference is recommended but not mandatory.

The successful proposer will be required to furnish a Letter of Surety from a company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide. Certificates of Insurance will also be required as specified.

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Council Office at 985-783-5000 no later than seven (7) days prior to Proposal opening.

St. Charles Parish Council  
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide  
St. Charles Parish Website  
Times Picayune  
The Advocate

Thursday, August 12, 2021  
Thursday, August 19, 2021  
Thursday, August 26, 2021  
Thursday, September 2, 2021

## **STORM DEBRIS REMOVAL AND RECOVERY 2021 INSTRUCTIONS TO CONTRACTORS**

### **1. BACKGROUND**

Located in the state of Louisiana, **St. Charles Parish** (PARISH, SCP) covers approximately 410 square miles in area and is home to 53,000 people. The Parish seat is in Hahnville, La. and the parish is divided approximately in half by the Mississippi River.



Storm disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety that result in disruption of the essential physical and economic life of the community. These disruptions are caused by:

- Obstructed roadways from fallen trees and other storm debris
- Environmental issues resulting from material spills or releases resulting in contamination of soils and drainage ditches
- Other obstacles to safe passage of essential pedestrian and vehicular traffic.

It is imperative that St. Charles Parish rapidly responds and restores safe and viable conditions of the affected areas and that St. Charles Parish have the means to recover all eligible costs from State and Federal Agencies that have funds to assist local governments.

### **2. PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified contractors who are interested in providing disaster debris removal and recovery services including but not limited to Debris Removal and Transportation to SCP contracted Disposal Sites, Debris Recycling, and Debris Reduction following natural or manmade disasters. These services are to be delivered correctly and cost effectively to assure that the PARISH recovers expediently from a disaster related event with the necessary compliance and documentation to support full reimbursement for all eligible recovery costs from appropriate Federal and State agencies.

### **3. RECEIPT AND OPENING OF PROPOSALS**

The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms specified in the Request for Statements of Qualifications and Cost Proposals Storm Debris Removal and Recovery 2021 Package (RFP package) and submitted according to the instructions detailed in the **Submittal Instructions Section**. Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Tuesday October 5, 2021**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The envelopes containing the Proposals must be sealed and plainly marked with the name and address of contractor and "**St Charles Parish - Proposal for Storm Debris Removal and Recovery 2021**".

### **4. PREPARATION OF PROPOSAL**

All Proposals will be prepared according to the instructions as detailed in the **Submittal Instructions Section**. All forms and other requested information must be completed in ink or typewritten and in both words and figures, when specified, for pricing. Contractors shall reply on all items and forms listed in Exhibit "C".

If a price entered by the Contractor in Exhibit C is to be altered, it shall be crossed out and the new price entered above or below it in ink, and initialed by the Contractor.

In case of a discrepancy between the amount shown in numerals and written out in words, the prices as written out in words in the Proposal shall govern and any errors found in said numerals shall be corrected.

Each Proposal shall be submitted in a sealed envelope and plainly marked with the name and address of contractor and "**St Charles Parish - Proposal for Storm Debris Removal and Recovery 2021**". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope and sent to the address in No. 3 and marked "**Sealed Proposal Enclosed – Storm Debris Removal and Recovery 2021**". The Parish may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposal or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered.

### **5. EVIDENCE OF INSURANCE**

Each Proposal shall be accompanied by a certification or certificate of insurance evidencing the coverage set forth in Section 29.0 of the General Specifications.

**6. AWARDING OF THE CONTRACT**

The apparent Lowest Proposer may be awarded a Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contractor, to whom the Contract may be awarded, will be required to execute four (4) original signed copies of documents requested in the Notice of Intent to Award within seven (7) days after receipt. Failure to deliver these documents will be considered to have abandoned all rights and interests in the award. The award may then be made to the next best qualified Contractor or the work re-advertised for Proposals.

**7. SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the RFP package including all incidentals necessary to fully complete said work.

**8. CONDITIONS**

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the requirements in the RFP package.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with existing conditions, shall in no way relieve himself of any obligations with respect to his Proposal or to the Contract. The Parish will make all such documents available to the Contractors.

The Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Parish.

The Contractor's attention is directed to the fact that all applicable Federal laws, State laws, Parish ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

**9. ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Contractor shall be requested of the Parish either in writing or by email. If explanations are necessary, a written reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Contractor on record

requesting the RFP package. Every request for such explanation shall be in writing addressed to the St. Charles Parish Contract Monitor at the Department of Public Works and Wastewater, 100 RiverOaks Dr., Destrehan, Louisiana, **Attn: Chandra Sampey - Contract Monitor** or by email to [csampey@stcharlesgov.net](mailto:csampey@stcharlesgov.net). Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued to Contractor prior to date of receipt of Proposals shall become a part of the Contract Documents.

No inquiry received within five (5) days (excluding holidays and weekends) of the date fixed for the submission and opening of Proposals will be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, a copy of which will be forwarded to each Contractor on record requesting the RFP package, not later than three (3) days (excluding holidays and weekends) prior to the date fixed for the opening of Proposals.

#### **10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR**

The Proposal shall be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws along with Exhibit B (Authority to Execute Corporate Resolution). Any foreign corporation, LLC, or partnership, shall provide a certificate from the Secretary of State that the corporation/partnership is qualified to do business in Louisiana and is in good standing. Partnerships or individual Contractors are required to state in the Proposal the names of persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

#### **11. COMPETENCY OF CONTRACTOR**

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Parish reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the



Contractor's qualifications or from other sources.

In the event that the Parish shall require additional certified supporting data regarding the qualification of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- Evidence that the Contractor is capable of performing as required in the Contract Documents.
- Evidence, in form and substance satisfactory to the Parish that Contractor has been in existence as a going concern in disaster debris removal in excess of three (3) years.
- Evidence, in form and substance satisfactory to the Parish, that Contractor possesses the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- Evidence, in form and substance satisfactory to the Parish, that Contractor possesses all required Federal, State, and Parish licenses and permits prior to the date fixed for the submission and opening of Proposals.
- Such additional information as will satisfy the Parish that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

## **12. DISQUALIFICATIONS OF CONTRACTOR**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal.

- Evidence of collusion among Contractors.
- Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standing of workmanship as submitted or from past performance of contracts similar in scope.
- Default on a previous parochial or municipal contract for failure to perform.

## **13. BASIS OF PROPOSAL**

Proposals are solicited on the basis of responses to questionnaires and cost submitted in Exhibit C and will be evaluated based on cost, contractor qualifications, and financial criteria.

#### **14. QUANTITIES**

The Parish has listed certain quantities in the Contract which are to be the minimum contract requirements; however, the contractor shall be required to provide all services necessary to comply with the Contract requirements.

#### **15. METHOD OF AWARD**

The Parish reserves the right not to accept any Proposal, or to reject any or all Proposals, and to waive defects or irregularities in a Proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Parish. Awarding of the contract **will not be based solely on the highest score received** following the evaluation by the RFP Review Team. SCP reserves the right to select any submitted proposal that it deems is in the best interest of St. Charles Parish. The Parish intends that the Contract will be awarded within ninety (90) days following the date Proposals are publicly opened and read.

#### **16. Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with the proposal may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer **shall include a sheet directly behind the title page** of the proposal with a legend, specifying the specific section(s) of his proposal sought to be restricted.

If your proposal contains confidential information, you should also submit a separate redacted copy of your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification. When submitting your redacted copy, you should clearly mark the cover as such –"REDACTED COPY" –to avoid having this copy reviewed by an evaluation committee member."

**17. Proposal Guarantee** Not Required for this RFP

**18. Letter of Surety**

The Proposal shall be accompanied with a letter from a corporate surety, as specified in No. 19 below, stating that a Performance Bond, **paid in full**, will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor and when the **Notice to Proceed is issued**. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney.

**19. Performance and Payment Bond**

Contractor shall furnish a bond to secure both payment and performance obligations of the Contract. The amount of the bond shall be determined at the **time of execution of a Notice to Proceed**. The bond will be set equal to an amount that insures the successful completion of the work under the terms and conditions of the contract. Any bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide.

Attorneys-In-fact who sign bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

**STORM DEBRIS REMOVAL AND RECOVERY 2017  
PROPOSAL EVALUATION**

**1.0 PROPOSAL EVALUATION PROCESS**

The Parish's Debris Removal RFP Review Team will evaluate all proposals by awarding points based on a set of criteria. Award of the contract may be made without discussion after proposals are received, so all proposals should be submitted on the most favorable terms which the offeror can submit, from both price and the other criteria being considered. If the Debris Removal RFP Review Team determines that further discussions are necessary, written submissions, oral discussion, or presentations may be required from selected offerors so that the team can make an effective evaluation.

The maximum points for each proposal evaluated is 100 points. Each proposal shall be evaluated and assigned points based on cost, qualifications, and financial strength.

Summary of Evaluation Criteria Points

Criteria	Maximum Points
Cost	30.0
Qualifications Total	70.0
Resource Criterion	30.0
Technical Criterion	15.0
Financial Criterion	15.0
Risk Factor Criterion	10.0
Financial Strength	See Discussion Below
Total Maximum Points	100.00

**2.0 EVALUATION CRITERIA**

**Cost**

Evaluation of cost will be based on prices listed in the Contractor Price Proposal Exhibit C. Prices are subdivided into three categories – Cat A – Debris Removal, Cat B Emergency Services, and Disaster Recovery Services. SCP will use the total cost of each to calculate a score based on the following formula and will have a maximum of 30 points

Total Proposal Price (TPP) = Debris Removal + Emergency Services + Disaster recovery Services  
 Total Lowest Proposal Price (TLPP) = Lowest TPP of all submittals

$$\text{Cost Score} = \text{TLPP}/\text{TPP} \times 30.00 \text{ rounded to 2 decimal places}$$

### **Proposer's Qualifications**

Qualifications will be evaluated scored based on contractor's response to several questions on the following:

- Resources – equipment, staffing, etc
- Technical – types of events responded to, volumes of debris, etc
- Financial – payment and invoicing
- Risk Factor – additional response experience such as floods and capability to self-support your organization during response

### **Financial Status**

The Proposer's (or its parent corporation if individual subsidiary or divisions financial statement are not available) financial strength and adequacy to meet the requirements of the Contract will be evaluated by the St. Charles Parish Finance Department. The Proposer shall provide a description of overall corporate structure and a copy of the latest available certified financial statement including net worth, net revenue and assets/liabilities. Although no points will be awarded, SCP has the right to either enhance or reduce a proposer's overall score based on this evaluation. The Proposer shall provide a description of overall corporate structure and a copy of the latest available certified financial statement including net worth, net revenue and assets/liabilities

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
SUBMITTAL INSTRUCTIONS**

Each Proposal shall be submitted in a sealed envelope and plainly marked with the name and address of contractor and **“St Charles Parish - Proposal for Storm Debris Removal and Recovery 2021”**. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope and marked **“Sealed Proposal Enclosed – Storm Debris Removal and Recovery 2021”**. The Parish may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities or reject any and all Proposals.

All forms and other requested information must be completed in ink or typewritten and in both words and figures, when specified, for pricing. Contractors shall reply on all items included in Exhibit "C".

**Submittal Document and Scanned Electronic File**

Three (3) originals and three (3) copies of the proposal **shall be compiled in the following order**, and bound by plastic spiral binding with a clear plastic cover. In addition, Contractor shall also enclose a scanned electronic file in PDF format of the proposal either on a DVD or USBThumb Drive.

**Title Page**

With heading **“Submittal by your company for St. Charles Parish – Proposal for Storm Debris Removal and Recovery 2021”**. Adding your company logo/icon is acceptable. Also include company address and date of submittal. Exact wording of above is not necessary, any variation that conveys the information is acceptable.

**Exhibit "C" including three (3) Price Forms and four (4) Questionnaire Forms**

**Exhibit "B" Authority to Execute or Certificate from Louisiana Secretary of State**

**Letter of Corporate Surety and Power of Attorney for Performance Bond Issuance**

**Insurance Certification or Certificate.**

**Certified Financial Statement**

**Summary Discussion. Keep this summary to a maximum of five (5) pages**

- **History, experience, and strength.**
- **Key staff who will be working with SCP.**
- **Specific storm events you responded to and any FEMA experience.**
- **Innovative concepts.**
- **Other information you think is relevant.**
- **List at least 3 references for current contracts with contact name, number, and email address**

EXHIBIT A

STORM DEBRIS REMOVAL AND RECOVERY 2021
CONTRACT AGREEMENT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and Name \_\_\_\_\_ Address \_\_\_\_\_ doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned.

- 1. The Agreement will commence on January 1, 2022 and end on December 31, 2024. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended annually.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" Includes the following Items:
a. Exhibit A Contract Agreement
b. Exhibit B Corporate Resolution or Certificate of Authority or any other authorization required by law
c. Copy of Exhibit C Contractor Price Proposals and Questionnaire Response
d. Letter of Corporate Surety and Power of Attorney for Performance Bond Issuance
e. General Specifications
f. Technical Specifications Divisions 1 and 2
g. Exhibit D Federal Compliance Provisions
h. Exhibit E Non-Collusion Affidavit
i. Copy of Exhibit F Notice of Intent to Award
j. Insurance Certificate Original
k. Request for Statements of Qualifications and Cost Proposals Storm Debris Removal and Recovery 207 Document(RFP Package)
l. Copy of Contractor Submittal Package
m. ADDENDUM No. 1, Dated \_\_\_\_\_ Addendum No. 2, Dated \_\_\_\_\_ ADDENDUM No. 3, Dated \_\_\_\_\_ Addendum No. 4, Dated \_\_\_\_\_
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first above written.

ATTEST

Name \_\_\_\_\_
Title \_\_\_\_\_

OWNER: ST. CHARLES PARISH

BY \_\_\_\_\_
MATTHEW JEWELL
PARISH PRESIDENT

ATTEST

Name \_\_\_\_\_
Title \_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_



**EXHIBIT B**

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
AUTHORITY TO EXECUTE**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

**BE IT FURTHER RESOLVED** that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_ a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**SECRETARY**

**STORM DEBRIS REMOVAL AND RECOVERY 2021  
PROPOSAL FORMS  
EXHIBIT C**

Proposer's Full Legal Name (Business Entity or Individual or Names, if Joint Venture)	
A corporation duly organized under the laws in the State of	
Contact Name	
Address	
City, State, Zip	
Telephone	
Email Address	
LA Contractors License Number(s)	
Classification(s)	

**KEY TIME PERIODS**

The project to which this proposal applies is governed by several key time periods referenced in this proposal form and stated below. The Proposer identified above ("Proposer") takes notice of these time periods. Bidder acknowledges that the summary descriptions provided below are for convenience. To the extent other Contract Documents provide otherwise, the other Contract Documents shall govern.

SUMMARY DESCRIPTION	SHORT REFERENCE	DAYS/ HOURS
Time to commence work after date specified in the written Notice to Proceed or after the receipt of a Work Order	Time to Commence	24 Hours
Time to reach substantial completion of the project after the date specified in the written Notice to Proceed or after the receipt of a Work Order	Time to Substantial Completion	60 Days

## STATEMENTS

1. The Proposer, in compliance with the request for proposals for the referenced project, having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish all supervision, labor, materials, equipment and supplies and to accomplish the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These process are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
2. Proposer hereby agrees that all work called for in this contract shall be conducted on a timely basis. Failure of the Contractor to promptly respond to notification shall entitle the Parish of St. Charles to use any other Contractor to perform this work without the Parish of St. Charles being considered in breach of the contract in situations where the contractor has been notified and has failed to take any steps whatsoever to reasonably institute start-up and/or mobilize and complete the work in the timelines specified. In the event the Contractor selected charges rates higher than those called for under the proposal submitted in connection with this agreement, Owner shall have the right to subtract the added cost from any bill due contractor under this contract.
3. Proposer hereby agrees to commence work under this contract within the Time to Commence. Proposer hereby agreed to fully complete the Work Order within the Time to Substantial Completion. Proposer further agrees to pay as stipulated damages the sum of \$500 per day for each consecutive calendar day the project is not substantially complete as hereinafter provided in the General Specifications.
4. Proposer accepts all of the terms and conditions of the Bidding Documents. Proposer will sign the Agreement and submit the required Affidavits and other documents required by the Contract Documents as stated in the Notice of Intent to Award Schedule F.
5. The specifications and any addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If conflict between any of the above is discovered by the Contractor, the problem shall be referred to the Engineer in writing as soon as possible for resolution by the Engineer.
6. In submitting this Proposal, Proposer makes all representations required by the Instructions to Proposers and Contract Documents and further warrants and represents that the Proposer has examined copies of all the Proposal Documents, the Request for Proposal, the Instructions to Proposers, and any addenda.
7. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with St. Charles Parish in the form included with the proposal documents to perform all Work, including the assumption of all obligations, duties, and

responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Contract Document.

8. Proposer agrees to complete the Work for the unit prices described in the schedule of prices attached at the end of this section. The descriptions provided for each item are provided for convenience. The scope of each item is described elsewhere in the Contract Documents, and those descriptions shall control. In determining the price proposed for each item, the product of the quantity and the unit price for each item will control in the event of a discrepancy in the extended amount for that item. After proposals are opened, the RFP Review Team will check on the quantities shown and the unit prices proposed. The correct calculation by the RFP shall control over extended amounts or totals shown on this schedule of prices.
  
9. Proposer will use the following subcontractors in performing the Work, and will use no other subcontractors without the prior approval of St. Charles Parish (attach supplemental sheet, if needed):

Description of Work	Name of Subcontractor

10. The Proposer agrees that the Work shall be substantially completed within the prescribed calendar days as stipulated in the Proposal Documents and Contract Documents. Time commences to run as provided in the General Conditions, until completed and ready for final payment.
  
11. A Letter from Surety (for surety bond only) is attached to and made part of this Proposal.
  
12. The terms used in this Proposal which are defined in the Generals Conditions of the Contract Documents included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
  
13. Following this page are the price and questionnaire sheets
  - Cat A Debris Removal – Prices
  - Cat B Emergency Services – Prices

- Disaster Recovery Services – Prices
- Financial Criterion – Questions
- Resources Criterion – Questions
- Risk Factor Criterion – Questions
- Technical Criterion - Questions

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Storm Debris Removal and Recovery 2017, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates hereinafter set forth.

Bidder must acknowledge all addendums issued:

Addendum_____	Date_____	Addendum_____	Date_____
Addendum_____	Date_____	Addendum_____	Date_____
Addendum_____	Date_____		

CONTRACTOR

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Category A Debris Removal

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00001	GATHERING, PICK-UP, AND HAULING OF VEGETATIVE DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY		
00002	GATHERING, PICK-UP, AND HAULING OF CONSTRUCTION AND DEMOLITION (C&D) DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY		
00003	GATHERING, PICK-UP, PROCESSING FOR HAZARDOUS MATERIALS, AND HAULING OF WHITE GOODS TO APPROVED DISPOSAL FACILITY	1	EACH		
00004	HAZARDOUS STUMPS UP TO 36 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00005	HAZARDOUS STUMPS 36.1 TO 48 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00006	HAZARDOUS STUMPS 48.1 INCHES AND LARGER IN DIAMETER REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00007	HAZARDOUS TREE REMOVAL UP TO 24 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00008	HAZARDOUS TREE REMOVAL 24.1 TO 36 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00009	HAZARDOUS TREE REMOVAL 36.1 TO 48 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00010	HAZARDOUS TREE REMOVAL 48.1 INCHES AND LARGER IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00011	HAZARDOUS HANGERS OVER 2 INCHES IN DIAMETER AT THE BREAK TO APPROVED DISPOSAL FACILITY	1	TREE		
00012	DEMOLITION PLANNING, PREPARATION, AND COMPLETION (NON-ACM)	1	SQFT		
00013	DEMOLITION PLANNING, PREPARATION AND COMPLETION (ACM)	1	SQFT		

**TOTAL CAT A - DEBRIS REMOVAL** \_\_\_\_\_

## Storm Debris Removal and Recovery 2021

## Exhibit C

## Category B Emergency Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00014	LABORER WITH CHAIN SAW	1	HOUR		
00015	LABORER WITH SMALL TOOLS	1	HOUR		
00016	TRAFFIC CONTROL FLAG PERSON	1	HOUR		
00017	CREW FOREMAN	1	HOUR		
00018	OPERATIONS SUPERVISOR	1	HOUR		
00019	30-60 TON CRANE WITH OPERATOR	1	HOUR		
00020	61-90 TON CRANE WITH OPERATOR	1	HOUR		
00021	100-TON CRANE WITH OPERATOR	1	HOUR		
00022	AIR-CURTAIN INCINERATOR, SELF-CONTAINED SYSTEM	1	HOUR		
00023	TUB GRINDER, 800-1,000 HP WITH OPERATOR	1	HOUR		
00024	BACKHOE LOADER WITH OPERATOR	1	HOUR		
00025	SKID STEER LOADER WITH OPERATOR	1	HOUR		
00026	BROOM TRACTOR WITH OPERATOR	1	HOUR		
00027	BUCKET TRUCK WITH 50' – 60' ARM WITH OPERATOR	1	HOUR		
00028	BULLDOZER, TRACKED, D5 OR SIMILAR WITH OPERATOR	1	HOUR		
00029	BULLDOZER, TRACKED, D6 OR SIMILAR WITH OPERATOR	1	HOUR		
00030	BULLDOZER, TRACKED, D7 OR SIMILAR WITH OPERATOR	1	HOUR		
00031	BULLDOZER, TRACKED, D8 OR SIMILAR WITH OPERATOR	1	HOUR		
00032	DUMP TRUCK, 5-12 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00033	DUMP TRUCK, 12-20 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00034	DUMP TRUCK, 21-40 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00035	DUMP TRAILER WITH TRUCK, 31-60 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00036	DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		

Storm Debris Removal and Recovery 2021

Exhibit C

Category B Emergency Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00037	GENERATOR WITH LIGHTING, MOBILE	1	HOUR		
00038	GRADER WITH 12' BLADE WITH OPERATOR	1	HOUR		
00039	HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00040	HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00041	SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS WITH OPERATOR	1	HOUR		
00042	PICKUP TRUCK	1	HOUR		
00043	FLATBED TRUCK	1	HOUR		
00044	LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT WITH OPERATOR	1	HOUR		
00045	WATER TRUCK WITH OPERATOR	1	HOUR		
00046	SERVICE TRUCK WITH OPERATOR	1	HOUR		
00047	FRONT-END LOADER, 950 OR SIMILAR WITH OPERATOR	1	HOUR		
00048	FRONT-END LOADER, 966 OR SIMILAR WITH OPERATOR	1	HOUR		
00049	FRONT-END LOADER, 980 OR SIMILAR WITH OPERATOR	1	HOUR		
00050	FRONT-END LOADER/BACKHOE 1.0 1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00051	SOIL COMPACTOR, UP TO 80 HP WITH OPERATOR	1	HOUR		
00052	SOIL COMPACTOR, 81 + HP WITH OPERATOR	1	HOUR		
00053	TEMPORARY OFFICE TRAILER	1	DAY		
00054	TRUCK SCALE	1	MONTH		

**TOTAL CAT B - EMERGENCIES SERVICES** \_\_\_\_\_



# Storm Debris Removal and Recovery 2021

## Exhibit C

### Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00055	PROJECT COORDINATOR	1	HOUR		
00056	FIELD HAZ MATERIAL MANAGER	1	HOUR		
00057	HM CONTAIN AREA MANAGER	1	HOUR		
00058	FIELD PROJECT SUPERVISOR	1	HOUR		
00059	HM AREA SUPERVISOR	1	HOUR		
00060	FIELD PROJECT FOREMAN	1	HOUR		
00061	HM CONTAINMENT AREA FOREMAN	1	HOUR		
00062	FIELD HM TECHNICIAN	1	HOUR		
00063	HM CONTAIN AREA TECHNICIAN	1	HOUR		
00064	HEALTH & SAFETY SPECIALIST	1	HOUR		
00065	PROJECT ENGINEER	1	HOUR		
00066	PROJECT GEOLOGIST	1	HOUR		
00067	CHEMIST	1	HOUR		
00068	REGULATORY MANAGER	1	HOUR		
00069	EQUIPMENT OPERATOR	1	HOUR		
00070	ASBESTOS ABATEMENT SUPERVISOR	1	HOUR		
00071	ASBESTOS ABATEMENT WORKER	1	HOUR		
00072	ASBESTOS INSPECTOR	1	HOUR		
00073	TRUCK DRIVER	1	HOUR		
00074	ADMINISTRATIVE ASSISTANT	1	HOUR		
00075	CLERICAL	1	HOUR		
00076	PICKUP TRUCK	1	DAY		
00077	PICKUP TRUCK EXTENDED CAB	1	DAY		
00078	PICKUP TRUCK 4 X 4	1	DAY		
00079	PICKUP TRUCK 1 TON	1	DAY		
00080	BOX TRUCK	1	DAY		
00081	PASSENGER CAR	1	DAY		
00082	20' RESPONSE TRAILER	1	DAY		
00083	36' RESPONSE TRAILER	1	DAY		
00084	OFFICE TRAILER	1	DAY		
00085	FLATBED TRAILER	1	DAY		
00086	VEHICLE USE – PICKUPS, VANS, CARS	1	MILE		
00087	VEHICLE USE – TRAILER, HEAVY TRUCKS	1	MILE		
00088	12' WORKBOAT W/MOTOR	1	DAY		
00089	12' WORK BOAT W/O MOTOR	1	DAY		
00090	VACUUM TRUCK 3500 GALLON	1	DAY		
00091	LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT. SCBA. 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	1	DAY		
00092	LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	1	DAY		

# Storm Debris Removal and Recovery 2021

## Exhibit C

### Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00093	LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	1	DAY		
00094	SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	1	EACH		
00095	CASCADE AIR SYSTEM PER EMPLOYEE	1	DAY		
00096	AIR FILTRATION PANAL	1	DAY		
00097	AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	1	DAY		
00098	RESPIRATOR AIRLINE 50' SECTION	1	EACH		
00099	RESPIRATOR CARTRIDGES	1	PAIR		
00100	LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH		
00101	LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH		
00102	TYVEK	1	EACH		
00103	PROSHIELD	1	EACH		
00104	SARANEX	1	EACH		
00105	ACID SUIT	1	EACH		
00106	RAIN SUIT	1	EACH		
00107	NEOPRENE GLOVES	1	PAIR		
00108	NITRILE GLOVES	1	PAIR		
00109	SILVERSHIELD GLOVES	1	PAIR		
00110	PVC GLOVES	1	PAIR		
00111	COTTON OR LATEX GLOVES	1	PAIR		
00112	LEATHER WORK GLOVES	1	PAIR		
00113	PVC BOOTS (HAZMAX)	1	PAIR		
00114	BOOT COVERS	1	PAIR		
00115	HEARING PROTECTION	1	PAIR		
00116	HIGH HAZARD PERSONNEL DECONTAMINATION	1	DAY		
00117	LOW HAZARD PERSONNEL DECONTAMINATION	1	DAY		
00118	PORTABLE EYEWASH STATION	1	DAY		
00119	FIRST AID STATION	1	DAY		
00120	PERSONNEL RETRIEVAL SYSTEM	1	DAY		
00121	PERSONNEL RETRIEVAL HARNESS	1	DAY		
00122	COMBUSTION GAS INDICATOR	1	DAY		
00123	TOXIC GAS DETECTOR	1	DAY		
00124	PHOTOIONIZATION DETECTOR	1	DAY		
00125	HAZCAT KIT	1	DAY		
00126	DETECTOR TUBES	1	TEN PACK		
00127	PH PAPER	1	PACK		

# Storm Debris Removal and Recovery 2021

## Exhibit C

### Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00128	SPILL CLASSIFIER	1	STRIP		
00129	PERSONNEL AIR SAMPLING PUMP	1	DAY		
00130	ASBESTOS BULK SAMPLE	1	EACH		
00131	HAND AUGER STAINLESS STEEL	1	DAY		
00132	MECHANIZED BROOM	1	HOURL		
00133	BACKHOE WITH OPERATOR	1	DAY		
00134	BACKHOE EXTENDAHOE WITH OPERATOR	1	DAY		
00135	TRACKHOE 490 OR EQUIVALENT WITH OPERATOR	1	DAY		
00136	BULLDOZER D4 OR EQUIVALENT WITH OPERATOR	1	DAY		
00137	12 TON LOWBOY WITH OPERATOR	1	DAY		
00138	50 TON LOWBOY WITH OPERATOR	1	DAY		
00139	SKID STEER (BOBCAT) WITH OPERATOR	1	DAY		
00140	DUMP TRUCK WITH OPERATOR	1	HOURL		
00141	HAND OPERATED TRANSFER PUMP	1	DAY		
00142	1" DIAPHRAGM PUMP	1	DAY		
00143	2" DIAPHRAGM PUMP	1	DAY		
00144	2" DIAPHRAGM PUMP SS	1	DAY		
00145	3" DIAPHRAGM PUMP	1	DAY		
00146	1" SUCTION OR DISCHARGE HOSE	1	DAY		
00147	2" SUCTION OR DISCHARGE HOSE	1	DAY		
00148	3" SUCTION OR DISCHARGE HOSE	1	DAY		
00149	2" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY		
00150	3" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY		
00151	SMALL COMPRESSOR	1	DAY		
00152	185 CFM COMPRESSOR	1	DAY		
00153	AIRHOSE SECTION	1	DAY		
00154	PORTABLE LIGHT STAND	1	DAY		
00155	4000-5000 WATT GENERATOR	1	DAY		
00156	ELECTRICAL CORD SECTION (50')	1	DAY		
00157	SPIKE BAR	1	DAY		
00158	AIRLESS SPRAYER	1	DAY		
00159	PRESSURE WASHER	1	DAY		
00160	WATER HOSE SECTION (GARDEN)	1	EACH		
00161	CUTTING TORCH	1	DAY		
00162	WIRE WELDER	1	DAY		
00163	AIR BLOWER	1	DAY		
00164	HEPA VAC	1	DAY		
00165	BARREL CART	1	DAY		
00166	WHEELBARROW	1	DAY		
00167	OIL DRY SPREADER	1	DAY		
00168	TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	1	DAY		

# Storm Debris Removal and Recovery 2021

## Exhibit C

### Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00169	DRILL WITH BITS	1	DAY		
00170	GROUNDING CABLE AND ROD	1	DAY		
00171	CIRCULAR SAW	1	DAY		
00172	HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	1	DAY		
00173	TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	1	DAY		
00174	WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	1	DAY		
00175	STEP LADDERS	1	DAY		
00176	EXTENSION LADDERS	1	DAY		
00177	PHOTOGRAPHIC EQUIPMENT	1	DAY		
00178	PORTA JOHN	1	DAY		
00179	FLASHLIGHTS	1	EACH		
00180	HANDHELD RADIOS	1	DAY		
00181	DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	1	LUMP SUM		
00182	5" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH		
00183	8" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH		
00184	3' X 12' ABSORBENT BOOM - UNIVERSAL	1	EACH		
00185	ABSORBENT PADS BUNDLE - PETROLEUM	1	EACH		
00186	ABSORBENT PADS BUNDLE - UNIVERSAL	1	EACH		
00187	ABSORBENT CLAY BAG	1	EACH		
00188	OIL DRY	1	EACH		
00189	PEAT MOSS	1	EACH		
00190	VERMICULITE	1	EACH		
00191	SODA ASH BAG	1	EACH		
00192	4 MIL 20 X 100 POLYETHYLENE	1	ROLL		
00193	6 MIL 20 X 100 POLYETHYLENE	1	ROLL		
00194	6 MIL BAGS	1	EACH		
00195	DUCT TAPE	1	ROLL		
00196	55- GALLON DRUMS	1	EACH		
00197	55- GALLON DRUMS LINER 10 MIL	1	EACH		
00198	FIBER DRUMS	1	EACH		
00199	30-GALLON OVERPACK	1	EACH		
00200	95 GALLON POLY OVERPACK	1	EACH		
00201	DOT HAZARDOUS WASTE LABELS	1	EACH		
00202	FIRE EXTINGUISHER	1	EACH		
00203	CAUTION/HAZARD TAPE	1	EACH		
00204	RESPIRATOR WIPES	1	EACH		
00205	KAPPLER TAPE	1	ROLL		

**TOTAL DISASTER RECOVERY SERVICES** \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Financial Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Letter from Surety</b> Able to provide letter from Surety indicating ability to bond to <b>AT LEAST</b> \$1,000,000.00 (Letter in submittal must state this).	Yes	MAX POINTS POSSIBLE 5				No	
<b>Payment Terms</b> Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with payment terms less than 30 days	MAX POINTS POSSIBLE 5						
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	
<b>Billing Cycle</b> Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with ability to invoice less than 30 days	MAX POINTS POSSIBLE 5						
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	

Storm Debris Removal and Recovery 2021

Exhibit C

Resource Criterion

Description	Response Points						Response
	10	8	6	4	2	0	
<b>Owned Equipment</b> Percentage of equipment <b>OWNED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer	100-80	79-60	59-40	39-20	19-10	9-0	
<b>Rented Equipment</b> Percentage of equipment <b>RENTED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer	<b>MAX POINTS POSSIBLE 2</b>				20 or less	21 or more	
<b>Number of Personnel</b> Number of Full-time Personnel employed by the Contractor available for use on this Contract (Operators & Managers)	<b>MAX POINTS POSSIBLE 6</b>		50 or more	25-49	10-24	0-9	
<b>Disaster Experience</b> Total Number of projects participated and completed as Prime Contractor for Presidentially Declared events	<b>MAX POINTS POSSIBLE 6</b>		10 or more	9-6	5-2	1-0	
<b>Local Participation</b> Percentage of staffing by Local Labor	<b>MAX POINTS POSSIBLE 6</b>		50 or more	49-30	29-10	9-0	

Storm Debris Removal and Recovery 2021

Exhibit C

Risk Factor Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Risk Factors</b>	<b>MAX POINTS POSSIBLE 30</b>						
Number of projects as Prime Contractor responding to presidentially declared disasters where the following risk factors were present:							
Flood Water	Yes					No	
Lack of Electricity (Use of Generators Employed)	Yes					No	
Lack of Housing (Mobile Units were Commissioned)	Yes					No	
Damaged Roads (Temporary Roads were Built)	Yes					No	
Office Space (Mobile Units were Supplied)	Yes					No	
Security (Provided Temporary Security Measures)	Yes					No	

Storm Debris Removal and Recovery 2021

Exhibit C

Technical Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Mobilization</b> Percentage of removal crews mobilized in the following periods:	<b>MAX POINTS POSSIBLE 10</b>						
In 24 Hour	100-80	79-60	59-40	39-20	19-10	9-0	
In 72 Hour	100-80	79-60	59-40	39-20	19-10	9-0	
<b>Type of Disaster</b> Prime Contractor responding to Presidentially Declared Disasters for each Type of Disaster:	<b>MAX POINTS POSSIBLE 9</b>						
Hurricane and/or Tropical Storm			Yes			No	
Flood			Yes			No	
Tornado			Yes			No	
<b>Type of Debris Removal</b> Prime Contractor responding to Presidentially Declared Disasters for each Type of Debris	<b>MAX POINTS POSSIBLE 6</b>						
Vegetative Debris				Yes		No	
Construction & Demolition Debris				Yes		No	
Hazardous Waste				Yes		No	
<b>Quantity of Debris Removed</b> Number of Projects as Prime Contractor responding to Presidentially Declared Disasters for removal of the following volumes of debris types	<b>MAX POINTS POSSIBLE 12</b>						
0-99,999 CY			10 or more	9-6	5-2	1-0	
100,000-499,999 CY			10 or more	9-6	5-2	1-0	
500,000-1,000,000 CY			10 or more	9-6	5-2	1-0	
Over 1,000,000 CY			10 or more	9-6	5-2	1-0	
<b>Approach and Methodology</b> Prime Contractor responding to Presidentially Declared Disasters demonstrating the use of the following	<b>MAX POINTS POSSIBLE 8</b>						
Use of a Burn Site			Yes			No	
Chipping/Reduction Experience			Yes			No	





**Striking Back.**

110 Veterans Boulevard • Suite 515 • Metairie, LA 70005

(888) 721-4372

(504) 482-2852

www.drcusa.com

**LA License No. 46198**

**REQUEST FOR STATEMENT OF  
QUALIFICATIONS AND COST PROPOSALS**

**Storm Debris Removal and Recovery**

**PROJECT P210801**

**November 30, 2021 • 10:00AM**

**Original**

**St. Charles Parish**

**15054 River Road • Courthouse 3<sup>rd</sup> Floor**

**Hahnville, LA 70057**

**PREPARE • RESPOND • RECOVER**

**Points of Contact:**



**Kristy Fuentes**

**Vice President of Compliance and Administration**

**Kfuentes@drcusa.com**





110 Veterans Boulevard • Suite 515 • Metairie, LA 70005 • (888) 721-4372 • Fax: (504) 482-2852  
[www.drcusa.com](http://www.drcusa.com)

November 30, 2021

Parish of St. Charles  
15054 River Road  
Courthouse 3<sup>rd</sup> Floor  
Hahnville, LA 70057

Re: Storm Debris Removal and Recovery 2021  
Project P210801

Dear Sir or Madam,

DRC currently has the pleasure of holding this contract with St. Charles Parish. To date DRC has removed and processed over 1,000,000 cubic yards of debris in Sr. Charles Parish in response to Hurricane Ida. DRC has seen firsthand how Sr. Charles Parish has been impacted by natural disasters in the past; as such, DRC can now more accurately predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project in the face of an impending disaster. DRC has previously established prestaging areas, push routes, collection grids, DMS, and final disposal sites which have been successfully tested in the aftermath of real natural disasters. During this time, working relationships and partnerships have been established with local business owners, such as subcontractors and DMS land owners. DRC is honored to be part of Sr. Charles' community.

DRC Emergency Services has been based in the New Orleans area for the past 16 years. Our office, comprised of Louisiana natives and residents, is located 30 minutes away from St. Charles Parish. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike St. Charles Parish, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

DRC Emergency Services, LLC is accustomed to working with the State of Louisiana in times of emergency. DRC has been an essential element of Louisiana recovery on numerous occasions throughout the years. In 2005 after Hurricanes Katrina, Rita and Wilma, DRC was activated by the Louisiana Department of Environmental Quality, the Orleans Levee District, East Baton Parish, Washington Parish, Plaquemines Parish, St. Tammany Parish, the City of Kenner, the City of Westlake and multiple jurisdictions in Mississippi and Florida. These contracts had a combined total value of over \$1,600,000,000. In 2008 following Hurricane Gustav, the company removed and disposed of over 4,000,000 cubic yards of debris in 13 different jurisdictions throughout Louisiana. These areas include: the Louisiana Department of Transportation, Assumption Parish, Iberville Parish, Bayou Lafourche Fresh Water District, St. John the Baptist Parish, St. Landry Parish, Iberville Parish, Lafayette Parish, Iberia Parish, Tangipahoa Parish, Terrebonne Parish, the City of Kenner, and the City of New Orleans. In 2010, DRC participated in the Deepwater Horizon Oil Spill. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. After Hurricane Isaac in 2012, DRC worked closely with Louisiana Department of Transportation and removed and disposed of over 800,000 cubic yards of debris throughout Ascension Parish, St. John the Baptist Parish, Jefferson Parish, East Baton Rouge Parish, St. Charles Parish, the City of New Orleans, the New Orleans Downtown Development District, and the City of Mandeville. In 2016 DRC responded to the Severe Weather and Flooding in Louisiana. This event required the use of over 300 hauling vehicles collecting and the processing and/or recycling of over 2.5 million cubic yards of construction and demolition debris, over 250 tons of household hazardous waste and thousands of white goods. DRC was activated in 9 Louisiana Jurisdictions with a combined contract value of \$50,000,000. In 2019, DRC responded to the effects of Hurricane Barry in multiple municipalities throughout Louisiana. DRC was activated in response to Hurricanes Laura and Delta. DRC Emergency Services, LLC has participated in various



assignments throughout the State of Louisiana, giving the company the knowledge and experience that can be matched by no other.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Point of Contact for St. Charles Parish is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com).

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your Request for Statement of Qualifications and Cost Proposals. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with St. Charles Parish in the future.

Sincerely,



Kristy Fuentes  
Vice President, Secretary, Treasurer





# Title Page

Project No. P210801 Storm Debris Removal and Recovery 2021

Submittal by DRC Emergency Services, LLC for St. Charles Parish- Proposal for Storm Debris Removal and Recovery 2021

November 30, 2021

The Point of Contact for St. Charles Parish is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com).



110 Veterans Boulevard,  
Suite 515,  
Metairie, LA 70005  
Phone: (888) 721-4372  
Fax: (504) 482-2852

### QUALIFICATIONS

For 32 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to federal, state, and local governments. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. DRC has managed over 500 debris removal projects, including the removal of 156,400,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2.5 billion in contracts over the last 32 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- 🌐 Debris Management
- 🌐 Demolition
- 🌐 Marine Debris, Salvage, and Recovery
- 🌐 Vehicle and Vessel Removal and Processing
- 🌐 Technical Assistance and Project Management
- 🌐 Temporary Housing, Workforce Housing and Life Support
- 🌐 Construction and Construction Management
- 🌐 Landfill Management
- 🌐 Civil, Heavy, and Recovery Construction
- 🌐 Fire Structural Debris Removal
- 🌐 Oil Spill Response and Mining
- 🌐 Right-of-way maintenance
- 🌐 Infectious Disease Planning and Response
- 🌐 Beach Restoration
- 🌐 Canal Bank Stabilization
- 🌐 Drainage Improvement Projects
- 🌐 Hazardous Waste Segregation
- 🌐 Environmental Control
- 🌐 Traffic Control
- 🌐 Tree Trimming and Removal
- 🌐 Emergency Supplies and Support
- 🌐 Covid-19 Vaccination Sites and Temporary Hospitals

### BACKGROUND AND CAPACITY

The company traces its origins back to 1989 providing disaster recovery work in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 12 million cubic yards during 39 simultaneous activations. Having performed debris operations across the Continental United States and internationally for three decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

# Summary Discussion

Project No. P210801 Storm Debris Removal and Recovery 2021



## KEY PERSONNEL ROLES

John Sullivan, President

- Executive management of projects
- Coordination and delegation of responsibility among senior management personnel
- Point of contact with executive client management
- Oversight of all operational divisions

Mark Stafford, Vice President of Response and Recovery

- Responsible for providing guidance to the Regional Managers in times of activation
- Communicates directly with the President regarding quality control and quality assurance

Kristy Fuentes, Vice President of Compliance and Administration, Regional Manager

- Overall day-to-day responsibility for directing the DRC ethics, business conduct and government contracting compliance programs ("Programs"). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC business
- Management of DRC's marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance
- Specializes in client services, incident command and command center operations
- Provides Hands-on participation and incident command in response and recovery operations for numerous major disasters and emergencies

Tony Furr, Director of Technical Assistance and Training

- Provide on-going education to DRC Personnel and Jurisdictions through trainings and workshops.
- Attend meetings with FEMA
- Consult with Clients to help identify and suggest equipment, products, or services they may need
- Perform a key role in project planning and identification of resources needed

Joe Newman, Vice President of Operations (Operations Manager)

- Oversees all on-ground execution of projects
- Provides crew oversight while managing schedule adherence, resource utilization, and quality/safety and regulatory compliance

Mark Bush, Project Manager

- Works with the Vice President of Operations, Regional Manager, and Field Manager to help manage all phases of assigned projects
- Provides on-ground execution of projects at the direction of the Vice President of Operations

Sam Dancer, Field Supervisor

- Works with the Vice President of Operations, Project Manager, and Regional Manager to help supervise all phases of assigned projects
- Ensures contractual obligations are met and accountable for the personnel and equipment onsite

Lisa Garcia, Contracts Manager

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractors licenses nationwide; pre-qualifications with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

*Due to page limitations, more information on DRC's key personnel can be provided upon request.*

### FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines in **excess of \$200 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- The 2020 hurricane season consisted of numerous hurricanes including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 6,400,000 cubic yards of debris. for contracts totaling over \$305 million.
- The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to \$207 million and 6 million cubic yards.
- 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of \$64.7 million contract value.
- The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is \$54,449,473.
- DRC successfully performed in at least 9 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is \$185,334,469.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately \$200 million.

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.

#### Banking

Texas Capital Bank  
Mike Chryssikos  
Senior Vice President  
One Riverway, Suite 2100  
Houston, TX 77056  
(832) 308-7109  
[michael.chryssikos@texascapitalbank.com](mailto:michael.chryssikos@texascapitalbank.com)  
(Please see attached letter)

#### Surety

Bowen, Michlette & Britt Insurance  
Agency LLC  
Toby Michlette  
Surety Bond Producer, Senior VP  
1111 North Loop West, Suite 400  
Houston, TX 77046  
(713) 880-7109  
[Tmichlette@bmbinc.com](mailto:Tmichlette@bmbinc.com)  
(Please see attached letter)

#### Insurance

McGriff, Seibels & Williams  
Rob Harrison  
818 Town & Country Blvd.  
Suite 500  
Houston, TX 77024  
(713) 940-6544  
[Rob.harrison@mcgriff.com](mailto:Rob.harrison@mcgriff.com)  
(Please see sample insurance certificate attached)

# Summary Discussion

Project No. P210801 Storm Debris Removal and Recovery 2021



## RELEVANT WORK EXPERIENCE

2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Hurricane Zeta</b>	<b>Alabama:</b> Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County <b>Georgia:</b> Forsyth County <b>Louisiana:</b> New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish <b>Mississippi:</b> Lucedale, Moss Point, Stone County	32	2,020,000	\$21,743,693
<b>Hurricane Delta</b>	<b>Louisiana:</b> Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	\$7,047,143
<b>Hurricane Sally</b>	<b>Alabama:</b> Dauphin Island, Mobile, Mobile County, Pritchard, Semmes <b>Florida:</b> Gulf Breeze, Mary Esther, Niceville	11	1,035,146	\$23,029,702
<b>Hurricane Laura</b>	<b>Louisiana:</b> Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish <b>Texas:</b> Matagorda County	27	2,513,185	\$32,667,393
<b>Hurricane Isaias</b>	<b>Florida:</b> Deland, <b>North Carolina:</b> City of Wilmington	2	237,497	\$2,738,159

Due to page limitations, more information on DRC's work experience can be provided upon request.

## REFERENCES

REFERENCES				
OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
<b>Lafayette Parish, LA</b> October 2020 – March 8, 2021	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$4,500,000	387,760	Carrie Sattler, <i>Public Works Support Manager</i> Phone: (337) 291-8564 <a href="mailto:csattler@LafayetteLA.gov">csattler@LafayetteLA.gov</a> 705 West University Avenue Lafayette, LA 70506
July 2019 – September 2019	Disaster Debris Removal— <b>Hurricane Barry (DR-4462)</b>	\$225,250.75	18,339	
<b>Grant Parish, LA</b> September 2020 – February 2021	Disaster Debris Removal – <b>Hurricane Laura (DR-4559)</b>	\$11,817,169.83	1,172,226	Sissy Pace, <i>Parish Manager &amp; Secretary/Treasurer</i> Phone: (318) 627-3157 <a href="mailto:sissy.pace@gppi.org">sissy.pace@gppi.org</a> 200 Main Street, Colfax, LA 71417
<b>Winn Parish, LA</b> September 2020 – February 2021	Disaster Debris Removal – <b>Hurricane Laura (DR-4559)</b>	\$2,184,514.30	140,000	Karen Tyler, <i>Secretary/Treasurer</i> Phone: (318) 628-5824 <a href="mailto:Pj1admin@wppi.net">Pj1admin@wppi.net</a> 119 W Main St., #102, Winnfield, LA 71483



## EXPERIENCE WITH FEMA REIMBURSEMENT

Having participated in every major disaster for the past 32 years, DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC’s ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.**

### *Adherence to Policy Changes*

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry’s trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC’s Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert from 2013 – 2021 for FEMA** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer **for over 100 federally declared disasters and emergencies**. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

### *Major Disaster Recovery Projects*

DRC has extensive experience working with FEMA on major disaster recovery projects. With over 32 years of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
<b>2021</b>	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590
	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
<b>2020</b>	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570

# Summary Discussion

Project No. P210801 Storm Debris Removal and Recovery 2021



<b>2020</b>	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530
<b>2019</b>	Tropical Depression Imelda	TX	DR-4466
	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462
<b>2018</b>	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
<b>2017</b>	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
<b>2016</b>	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262
<b>2015</b>	TX Severe Storms & Flooding	TX	DR-4269
<b>2014</b>	Ice Storm Pax	SC, NC	DR-4166, DR-4167
	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
AND COST PROPOSALS**

**Storm Debris Removal and Recovery 2021  
P210801  
Addendum No. 1**



**September 14, 2021**

**St. Charles Parish Emergency Operations Center  
15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 1**  
**TO THE REQUEST FOR REQUEST FOR PROPOSALS**  
**OF**  
**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**FOR**  
**ST. CHARLES PARISH**  
**September 14, 2021**

**GENERAL:**

Due to damages sustained by St. Charles Parish as a result of Hurricane Ida, the following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications and plans in conflict therewith:

**REVISIONS TO DATES, TIMES and ATTENDANCE:**

1. The date, time and place of the Pre-Proposal Conference has been changed to Tuesday, October 5, 2021 at 10:00 A.M. at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, 100 River Oaks Drive in Destrehan La. 70047.
2. The date, time and place of the acceptance of Sealed Proposals has been changed to Thursday, November 4, 2021 at 10:00 A.M. at the St. Charles Parish Emergency Operations Center, 15026 River Road, Hahnville, La. 70057.
3. Attendance at the Pre-Proposal meeting will be MANDATORY

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
AND COST PROPOSALS**

**Storm Debris Removal and Recovery 2021  
P210801  
Addendum No. 2**



**October 4, 2021**

**St. Charles Parish Emergency Operations Center  
15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 2**  
**TO THE REQUEST FOR REQUEST FOR PROPOSALS**  
**OF**  
**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**FOR**  
**ST. CHARLES PARISH**  
**October 4, 2021**

**GENERAL:**

Due to damages sustained by St. Charles Parish as a result of Hurricane Ida, the following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications and plans in conflict therewith:

**REVISIONS TO DATES, TIMES and ATTENDANCE:**

1. The date, time and place of the Pre-Proposal Conference has been changed to Tuesday, October 26, 2021 at 10:00 A.M. at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, 100 River Oaks Drive in Destrehan La. 70047.
2. The date, time and place of the acceptance of Sealed Proposals has been changed to Thursday, November 18, 2021 at 10:00 A.M. at the St. Charles Parish Emergency Operations Center, 15026 River Road, Hahnville, La. 70057.
3. Attendance at the Pre-Proposal meeting will be MANDATORY

# **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

## **AND COST PROPOSALS**

### **STORM DEBRIS REMOVAL & RECOVERY 2021**

**P210801**

**Addendum No. 3**



**November 1, 2021**

**St. Charles Parish Emergency Operations Center**

**15026 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 3**  
**TO THE REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**AND COST PROPOSALS**  
**FOR**  
**STORM DEBRIS REMOVAL & RECOVERY 2021**  
**P210801**  
**ST. CHARLES PARISH**  
**November 1, 2021**

**GENERAL:**

The following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications, plans and previous Addenda in conflict therewith:

**Reminder that bid packages will be accepted up until Thursday, November 18<sup>th</sup>, 2021, at 10 AM sharp at the St. Charles Parish Emergency Operations Center located at 15026 River Road, Hahnville, Louisiana 70057. No bid packages will be accepted after this time.**

**Q #1:** Will a DMS haul out item be added?

**A #1:** Yes, see revised Exhibit C attached.

**Q #2:** The line item specifying removal of white goods, will this be separated out by hazardous items and white goods?

**A #2:** Yes, see revised Exhibit C with breakout of items.

**Q #3:** When is the last day to submit questions for this bid package?

**A #3:** Questions shall be submitted to the Parish no later than Thursday, November 11<sup>th</sup>, 2021, at 4:00 PM Central Standard Time. Any questions submitted after that time will not be answered.

**Q #4:** Is this current contract due to expire on 12/31/21?

**A #4:** Yes, all current storm debris contracts expire on 12/31/21.



## **CHANGES TO GENERAL SPECIFICATIONS**

Delete Item 4.4 **Consumer Price Index**, and replace with the following:

The unit prices can be adjusted upward or downward on January 1, 2023, and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the remainder of the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before ninety (90) days prior to January 1, 2023, and each succeeding year thereafter the CONTRACTOR will compute the most recent percent increase or decrease in the CPI, which is then available and the unit prices, as previously adjusted, will be further adjusted if necessary. The CONTRACTOR shall furnish the PARISH at that time with a copy of the CPI upon which It bases its calculation. However, in no event, shall any increase or decrease in the unit prices for any one year exceed five (5%) percent. The unit prices, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2023, each year thereafter.

## **CHANGES TO TECHNICAL SPECIFICATIONS**

Section 01010 – Summary of Work, Delete Section 1.02 Work Related Conditions, Item G, and replace with the following:

G. Hazardous Hangers, Trees & Stumps (Removal, Back-fill, Haul)

As directed by the PARISH, the CONTRACTOR shall remove all hazardous hangers, trees and stumps, as identified by the PARISH, and drop in a safe location on the ROW to be removed during the vegetative pass and hauled to the designated disposal location. All hangers shall be inspected by the PARISH and CONTRACTOR's inspector and document the appropriate reason for removal. Each tree shall be inspected by the PARISH and CONTRACTOR's inspector and document the appropriate size category for invoicing (see Exhibit C for size categories and prices). Each stump shall be inspected by the PARISH and the CONTRACTOR's inspector and document the appropriate category of size for invoicing (see Exhibit C for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the PARISH and the CONTRACTOR. Documentation for the removal of Hazardous

Hangers, Trees, & Stumps must be in accordance with FEMA policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps.

**CHANGES TO CONTRACT EXHIBITS**

Exhibit C, delete the entire exhibit and replace with the attached.

Exhibit D, Delete the exhibit title and replace with the following:

**EXHIBIT D**

**STORM DEBRIS REMOVAL & RECOVERY 2021  
COMPLIANCE PROVISIONS FOR FEDERALLY ASSISTED  
CONTRACTS AND SUBCONTRACTS**

**APPENDICES**

APPENDIX A – Sign In & Sign Out sheets from Pre-Proposal Meeting

**END ADDENDUM NO. 3**

Storm Debris Removal and Recovery 2021

Exhibit C

Category A Debris Removal

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00001	GATHERING, PICK-UP, AND HAULING OF VEGETATIVE DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY		
00002	GATHERING, PICK-UP, AND HAULING OF CONSTRUCTION AND DEMOLITION (C&D) DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY		
00003	GATHERING, PICK-UP, AND HAULING OF WHITE GOODS TO APPROVED DISPOSAL FACILITY	1	EACH		
00004	COLLECTION, REMOVAL, PROCESSING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE TO APPROVED DISPOSAL FACILITY	1	POUND		
00005	HAZARDOUS STUMPS UP TO 36 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00006	HAZARDOUS STUMPS 36.1 TO 48 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00007	HAZARDOUS STUMPS 48.1 INCHES AND LARGER IN DIAMETER REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00008	HAZARDOUS TREE REMOVAL UP TO 24 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00009	HAZARDOUS TREE REMOVAL 24.1 TO 36 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00010	HAZARDOUS TREE REMOVAL 36.1 TO 48 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00011	HAZARDOUS TREE REMOVAL 48.1 INCHES AND LARGER IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00012	HAZARDOUS HANGERS OVER 2 INCHES IN DIAMETER AT THE BREAK TO APPROVED DISPOSAL FACILITY	1	TREE		
00013	DEMOLITION PLANNING, PREPARATION, AND COMPLETION (NON-ACM)	1	SQFT		
00014	DEMOLITION PLANNING, PREPARATION, AND COMPLETION (ACM)	1	SQFT		
00015	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY BURNING	1	CY		
00016	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY INCINERATION	1	CY		

00017	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY CHIPPING/GRINDING	1	CY		
00018	HAUL OUT 0.00-15 MILES	1	CY		
00019	HAUL OUT 15.1-30 MILES	1	CY		
00020	HAUL OUT OVER 30 MILES	1	CY		

TOTAL CAT A – DEBRIS REMOVAL \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Category B Emergency Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00021	LABORER WITH CHAIN SAW	1	HOUR		
00022	LABORER WITH SMALL TOOLS	1	HOUR		
00023	TRAFFIC CONTROL FLAG PERSON	1	HOUR		
00024	CREW FOREMAN	1	HOUR		
00025	OPERATIONS SUPERVISOR	1	HOUR		
00026	30-60 TON CRANE WITH OPERATOR	1	HOUR		
00027	61-90 TON CRANE WITH OPERATOR	1	HOUR		
00028	100-TON CRANE WITH OPERATOR	1	HOUR		
00029	AIR-CURTAIN INCINERATOR, SELF-CONTAINED SYSTEM	1	HOUR		
00030	TUB GRINDER, 800-1,000 HP WITH OPERATOR	1	HOUR		
00031	BACKHOE LOADER WITH OPERATOR	1	HOUR		
00032	SKID STEER WITH OPERATOR	1	HOUR		
00033	BROOM TRACTOR WITH OPERATOR	1	HOUR		
00034	BUCKET TRUCK WITH 50'-60' ARM WITH OPERATOR	1	HOUR		
00035	BULLDOZER, TRACKED, D5 OR SIMILAR WITH OPERATOR	1	HOUR		
00036	BULLDOZER, TRACKED, D6 OR SIMILAR WITH OPERATOR	1	HOUR		
00037	BULLDOZER, TRACKED, D7 OR SIMILAR WITH OPERATOR	1	HOUR		
00038	BULLDOZER, TRACKED, D8 OR SIMILAR WITH OPERATOR	1	HOUR		
00039	DUMP TRUCK, 5-12 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00040	DUMP TRUCK, 12-20 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00041	DUMP TRUCK, 21-40 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00042	DUMP TRAILER WITH TRUCK, 31-60 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00043	DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		

Storm Debris Removal and Recovery 2021

Exhibit C

Category B Emergency Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00044	GENERATOR WITH LIGHTING, MOBILE	1	HOUR		
00045	GRADER WITH 12' BLADE WITH OPERATOR	1	HOUR		
00046	HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00047	HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00048	SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS WITH OPERATOR	1	HOUR		
00049	PICKUP TRUCK	1	HOUR		
00050	FLATBED TRUCK	1	HOUR		
00051	LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT WITH OPERATOR	1	HOUR		
00052	WATER TRUCK WITH OPERATOR	1	HOUR		
00053	SERVICE TRUCK WITH OPERATOR	1	HOUR		
00054	FRONT-END LOADER, 950 OR SIMILAR WITH OPERATOR	1	HOUR		
00055	FRONT-END LOADER, 966 OR SIMILAR WITH OPERATOR	1	HOUR		
00056	FRONT-END LOADER, 980 OR SIMILAR WITH OPERATOR	1	HOUR		
00057	FRONT-END LOADER/BACKHOE 1.0-1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00058	SOIL COMPACTOR, UP TO 80 HP WITH OPERATOR	1	HOUR		
00059	SOIL COMPACTOR, 81 + HP WITH OPERATOR	1	HOUR		
00060	TEMPORARY OFFICE TRAILER	1	DAY		
00061	TRUCK SCALE	1	MONTH		

TOTAL CAT B – EMERGENCY SERVICES \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00062	PROJECT COORDINATOR	1	HOUR		
00063	FIELD HAZ MATERIAL MANAGER	1	HOUR		
00064	HM CONTAIN AREA MANAGER	1	HOUR		
00065	FIELD PROJECT SUPERVISOR	1	HOUR		
00066	HM AREA SUPERVISOR	1	HOUR		
00067	FIELD PROJECT FOREMAN	1	HOUR		
00068	HM CONTAINMENT AREA FOREMAN	1	HOUR		
00069	FIELD HM TECHNICIAN	1	HOUR		
00070	HM CONTAIN AREA TECHNICIAN	1	HOUR		
00071	HEALTH & SAFETY SPECIALIST	1	HOUR		
00072	PROJECT ENGINEER	1	HOUR		
00073	PROJECT GEOLOGIST	1	HOUR		
00074	CHEMIST	1	HOUR		
00075	REGULATORY MANAGER	1	HOUR		
00076	EQUIPMENT OPERATOR	1	HOUR		
00077	ASBESTOS ABATEMENT SUPERVISOR	1	HOUR		
00078	ASBESTOS ABATEMENT WORKER	1	HOUR		
00079	ASBESTOS INSPECTOR	1	HOUR		
00080	TRUCK DRIVER	1	HOUR		
00081	ADMINISTRATIVE ASSISTANT	1	HOUR		
00082	CLERICAL	1	HOUR		
00083	PICKUP TRUCK	1	DAY		
00084	PICKUP TRUCK EXTENDED CAB	1	DAY		
00085	PICKUP TRUCK 4 X 4	1	DAY		
00086	PICKUP TRUCK 1 TON	1	DAY		
00087	BOX TRUCK	1	DAY		
00088	PASSENGER CAR	1	DAY		
00089	20' RESPONSE TRAILER	1	DAY		
00090	36' RESPONSE TRAILER	1	DAY		
00091	OFFICE TRAILER	1	DAY		
00092	FLATBED TRAILER	1	DAY		
00093	VEHICLE USE – PICKUPS, VANS, CARS	1	MILE		
00094	VEHICLE USE – TRAILER, HEAVY TRUCKS	1	MILE		
00095	12' WORKBOAT W/MOTOR	1	DAY		
00096	12' WORKBOAT W/O MOTOR	1	DAY		
00097	VACUUM TRUCK 3500 GALLON	1	DAY		
00098	LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT. SCBA, 1 SCBA BOTTLE, GLOVES, AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	1	DAY		
00099	LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACEMENT)	1	DAY		

Storm Debris Removal and Recovery 2021

Exhibit C

Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00100	LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT)	1	DAY		
00101	SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	1	EACH		
00102	CASCADE AIR SYSTEM PER EMPLOYEE	1	DAY		
00103	AIR FILTRATION PANAL	1	DAY		
00104	AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OR AIRLINE	1	DAY		
00105	RESPIRATOR AIRLINE 50' SECTION	1	EACH		
00106	RESPIRATOR CARTRIDGES	1	PAIR		
00107	LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH		
00108	LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH		
00109	TYVEK	1	EACH		
00110	PROSHIELD	1	EACH		
00111	SARANEX	1	EACH		
00112	ACID SUIT	1	EACH		
00113	RAIN SUIT	1	EACH		
00114	NEOPRENE GLOVES	1	PAIR		
00115	NITRILE GLOVES	1	PAIR		
00116	SILVERSHIELD GLOVES	1	PAIR		
00117	PVC GLOVES	1	PAIR		
00118	COTTON OR LATEX GLOVES	1	PAIR		
00119	LEATHER WORK GLOVES	1	PAIR		
00120	PVC BOOTS (HAZMAX)	1	PAIR		
00121	BOOT COVERS	1	PAIR		
00122	HEARING PROTECTION	1	PAIR		
00123	HIGH HAZARD PERSONNEL DECONTAMINATION	1	DAY		
00124	LOW HAZARD PERSONNEL DECONTAMINATION	1	DAY		
00125	PORTABLE EYEWASH STATION	1	DAY		
00126	FIRST AIR STATION	1	DAY		
00127	PERSONNEL RETRIEVAL SYSTEM	1	DAY		
00128	PERSONNEL RETRIEVAL HARNESS	1	DAY		
00129	COMBUSTION GAS INDICATOR	1	DAY		
00130	TOXIC GAS INDICATOR	1	DAY		
00131	PHOTOIONIZATION DETECTOR	1	DAY		
00132	HAZCAT KIT	1	DAY		
00133	DETECTOR TUBES	1	TEN PACK		
00134	PH PAPER	1	PACK		



Storm Debris Removal and Recovery 2021

Exhibit C

Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00135	SPILL CLASSIFIER	1	STRIP		
00136	PERSONNEL AIR SAMPLING PUMP	1	DAY		
00137	ASBESTOS BULK SAMPLE	1	EACH		
00138	HAND AUGER STAINLESS STEEL	1	DAY		
00139	MECHANIZED BROOM	1	HOUR		
00140	BACKHOE WITH OPERATOR	1	DAY		
00141	BACKHOE EXTENDAHOE WITH OPERATOR	1	DAY		
00142	TRACKHOE 490 OR EQUIVALENT WITH OPERATOR	1	DAY		
00143	BULLDOZER D4 OR EQUIVALENT WITH OPERATOR	1	DAY		
00144	12 TON LOWBOW WITH OPERATOR	1	DAY		
00145	50 TON LOWBOY WITH OPERATOR	1	DAY		
00146	SKID STEER (BOBCAT) WITH OPERATOR	1	DAY		
00147	DUMP TRUCK WITH OPERATOR	1	HOUR		
00148	HAND OPERATED TRANSFER PUMP	1	DAY		
00149	1" DIAPHRAGM PUMP	1	DAY		
00150	2" DIAPHRAGM PUMP	1	DAY		
00151	2" DIAPHRAGM PUMP SS	1	DAY		
00152	3" DIAPHRAGM PUMP	1	DAY		
00153	1" SUCTION OR DISCHARGE HOSE	1	DAY		
00154	2" SUCTION OR DISCHARGE HOSE	1	DAY		
00155	3" SUCTION OR DISCHARGE HOSE	1	DAY		
00156	2" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY		
00157	3" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY		
00158	SMALL COMPRESSOR	1	DAY		
00159	185 CFM COMPRESSOR	1	DAY		
00160	AIRHOSE SECTION	1	DAY		
00161	PORTABLE LIGHT STAND	1	DAY		
00162	4000-5000-WATT GENERATOR	1	DAY		
00163	ELECTRICAL CORD SECTION (50')	1	DAY		
00164	SPIKE BAR	1	DAY		
00165	AIRLESS SPRAYER	1	DAY		
00166	PRESSURE WASHER	1	DAY		
00167	WATER HOSE SECTION (GARDEN)	1	EACH		
00168	CUTTING TORCH	1	DAY		
00169	WAIRE WELDER	1	DAY		
00170	AIR BLOWER	1	DAY		
00171	HEPA VAC	1	DAY		
00172	BARREL CART	1	DAY		
00173	WHEELBARROW	1	DAY		
00174	OIL DRY SPREADER	1	DAY		
00175	TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	1	DAY		

Storm Debris Removal and Recovery 2021

Exhibit C

Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00176	DRILL WITH BITS	1	DAY		
00177	GROUNDING CABLE AND ROD	1	DAY		
00178	CIRCULAR SAW	1	DAY		
00179	HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	1	DAY		
00180	TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	1	DAY		
00181	WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	1	DAY		
00182	STEP LADDERS	1	DAY		
00183	EXTENSION LADDERS	1	DAY		
00184	PHOTOGRAPHIC EQUIPMENT	1	DAY		
00185	PORTA JOHN	1	DAY		
00186	FLASHLIGHTS	1	EACH		
00187	HANDHELD RADIOS	1	DAY		
00188	DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	1	LUMP SUM		
00189	5" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH		
00190	8" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH		
00191	3' X 12' ABSORBENT BOOM - UNIVERSAL	1	EACH		
00192	ABSORBENT PADS BUNDLE - PETROLEUM	1	EACH		
00193	ABSORBENT PADS BUNDLE - UNIVERSAL	1	EACH		
00194	ABSORBENT CLAY BAG	1	EACH		
00195	OIL DRY	1	EACH		
00196	PEAT MOSS	1	EACH		
00197	VERMICULITE	1	EACH		
00198	SODA ASH BAG	1	EACH		
00199	4 MIL 20 X 100 POLYETHYLENE	1	ROLL		
00200	6 MIL 20 X 100 POLYETHYLENE	1	ROLL		
00201	6 MIL BAGS	1	EACH		
00202	DUCT TAPE	1	ROLL		
00203	55- GALLON DRUMS	1	EACH		
00204	55- GALLON DRUMS LINER 10 MIL	1	EACH		
00205	FIBER DRUMS	1	EACH		
00206	30- GALLON OVERPACK	1	EACH		
00207	95 GALLON POLY OVERPACK	1	EACH		
00208	DOT HAZARDOUS WASTE LABELS	1	EACH		
00209	FIRE EXTINGUISHER	1	EACH		
00210	CAUTION/HAZARD TAPE	1	EACH		
00211	RESPIRATOR WIPES	1	EACH		
00212	KAPPLER TAPE	1	ROLL		

TOTAL CAT C - DISASTER RECOVERY SERVICES \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Financial Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Letter from Surety</b>	<b>MAX POINTS POSSIBLE 5</b>						
Able to provide letter from Surety indicating ability to bond to <b>AT LEAST</b> \$1,000,000.00 (Letter in submittal must state this).	Yes					No	
<b>Payment Terms</b>	<b>MAX POINTS POSSIBLE 5</b>						
Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with payment terms less than 30 days							
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	
<b>Billing Cycle</b>	<b>MAX POINTS POSSIBLE 5</b>						
Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with ability to invoice less than 30 days							
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	

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Storm Debris Removal and Recovery 2021

Exhibit C

Resource Criterion

Description	Response Points						Response
	10	8	6	4	2	0	
<b>Owned Equipment</b>							
Percentage of equipment <b>OWNED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer	100-80	79-60	59-40	39-20	19-10	9-0	
<b>Rented Equipment</b>	<b>MAX POINTS POSSIBLE 2</b>				20 or less	21 or more	
Percentage of equipment <b>RENTED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer							
<b>Number of Personnel</b>	<b>MAX POINTS POSSIBLE 6</b>		50 or more	25-49	10-24	0-9	
Number of Full-time Personnel employed by the Contractor available for use on this Contract (Operators & Managers)							
<b>Disaster Experience</b>	<b>MAX POINTS POSSIBLE 6</b>		10 or more	9-6	5-2	1-0	
Total Number of projects participated and completed as Prime Contractor for Presidentially Declared events							
<b>Local Participation</b>	<b>MAX POINTS POSSIBLE 6</b>		50 or more	49-30	29-10	9-0	
Percentage of staffing by Local Labor							

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Storm Debris Removal and Recovery 2021

Exhibit C

Risk Factor Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Risk Factors</b>							
Number of projects as Prime Contractor responding to presidentially declared disasters where the following risk factors were present:	<b>MAX POINTS POSSIBLE 30</b>						
Flood Water	Yes					No	
Lack of Electricity (use of Generators Employed)	Yes					No	
Lack of Housing (Mobile Units were Commissioned)	Yes					No	
Damaged Roads (Temporary Roads were Built)	Yes					No	
Office Space (Mobile Units were Supplied)	Yes					No	
Security (Provided Temporary Security Measures)	Yes					No	

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Storm Debris Removal and Recovery 2021

Exhibit C

Technical Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Mobilization</b>	<b>MAX POINTS POSSIBLE 10</b>						
Percentage of removal crews mobilized in the following periods:							
In 24 Hour	100-80	79-60	59-40	39-20	19-10	9-0	
In 72 Hour	100-80	79-60	59-40	39-20	19-10	9-0	
<b>Type of Disaster</b>	<b>MAX POINTS POSSIBLE 9</b>						
Prime Contractor responding to Presidentially Declared Disasters for each Type of Disaster:							
Hurricane and/or Tropical Storm		Yes			No		
Flood		Yes			No		
Tornado		Yes			No		
<b>Type of Debris Removal</b>	<b>MAX POINTS POSSIBLE 6</b>						
Prime Contractor responding to Presidentially Declared Disasters for each Type of Debris:							
Vegetative Debris			Yes		No		
Construction & Demolition Debris			Yes		No		
Hazardous Waste			Yes		No		
<b>Quantity of Debris Removed</b>	<b>MAX POINTS POSSIBLE 12</b>						
Number of Projects as Prime Contractor responding to Presidentially Declared Disasters for removal of the following volumes of debris:							
0-99,999 CY		10 or more	9-6	5-2	1-0		
100,000-499,999 CY		10 or more	9-6	5-2	1-0		
500,000-1,000,000 CY		10 or more	9-6	5-2	1-0		
Over 1,000,000 CY		10 or more	9-6	5-2	1-0		
<b>Approach and Methodology</b>	<b>MAX POINTS POSSIBLE 8</b>						
Prime Contractor responding to Presidentially Declared Disasters demonstrating the use of the following:							
Use of a Burn Site		Yes			No		
Chipping/Reduction Experience		Yes			No		

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St. Charles Parish  
Storm Debris Removal and Recovery 2021  
SCP Project P210801

October 26, 2021  
SCP Large Conference Rm.

NAME/SIGNATURE	COMPANY/ADDRESS	TELEPHONE#/FAX#	EMAIL ADDRESS
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PRE-PROPOSAL MEETING  
Sign In Sheet

St. Charles Parish  
Storm Debris Removal and Recovery 2021  
SCP Project P210801

October 26, 2021  
SCP Large Conference Rm.

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St. Charles Parish  
Storm Debris Removal and Recovery 2021  
SCP Project P210801

October 26, 2021  
SCP Large Conference Rm.

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Director of Operations

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**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
AND COST PROPOSALS**

**Storm Debris Removal and Recovery 2021  
P210801  
Addendum No. 4**



**November 15, 2021**

**St. Charles Parish Council Chambers**

**2<sup>nd</sup> Floor St. Charles Parish Courthouse,  
15045 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 4**  
**TO THE REQUEST FOR REQUEST FOR PROPOSALS**  
**OF**  
**STORM DEBRIS REMOVAL AND RECOVERY 2021**  
**FOR**  
**ST. CHARLES PARISH**  
**November 15, 2021**

**GENERAL:**

The following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications and plans and previous Addenda in conflict therewith:

**REVISIONS TO DATES, TIMES and ATTENDANCE:**

1. The date, time and place of the acceptance of Sealed Proposals has been changed to Tuesday, November 30, 2021 at 10:00 A.M. at the St. Charles Parish Council Chambers, 2<sup>nd</sup> Floor of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, La. 70057.

**END OF ADDENDUM NO.4**

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
AND COST PROPOSALS**

**STORM DEBRIS REMOVAL & RECOVERY 2021  
P210801  
Addendum No. 5**



**November 18, 2021**

**St. Charles Parish Council Chambers**

**2nd Floor St. Charles Parish Courthouse,  
15045 River Road Hahnville, Louisiana 70057**

**ADDENDUM NO. 5**  
**TO THE REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**AND COST PROPOSALS**  
**FOR**  
**STORM DEBRIS REMOVAL & RECOVERY 2021**  
**P210801**  
**ST. CHARLES PARISH**  
**November 18, 2021**

**GENERAL:**

The following changes, additions, deletions, and/or clarifications shall be considered as included in the original specifications and plans and shall take precedence over any part of the original specifications, plans and previous Addenda in conflict therewith:

**Reminder that bid packages will be accepted up until Tuesday, November 30<sup>th</sup>, 2021, at 10 AM sharp at the St. Charles Parish Council Chambers, 2<sup>nd</sup> Floor of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana 70057. No bid packages will be accepted after this time.**

**Q #1:** Are you able to share where the parish approved DMS locations are?

**A #1:** Yes, the sites are as follows: Paul Maillard Bayer Site, Highway 90 Luling, Spillway Road, and CC Road.

**Q #2:** Are there any additional approved landfill/recycling facilities besides those listed in the RFSQ?

**A #2:** No.

**Q #3:** How many cubic yards of disaster-generated debris has been removed to date, due to the impact of Hurricane Ida, by the current Contractor?

**A #3:** The total to date cubic yards is 1,029,978.

**Q #4:** Which Contractor(s) holds the current contract that expires later this year?

**A #4:** DRC Emergency Services, LLC

**Q #5:** Does the Parish currently have a disaster debris Monitoring under contract, and if so, with which company?

**A #5:** Debris Tech, LLC

**Q #6:** Does the Parish own any Self-Loading grapple trucks, and if so, how many?

**A #6:** Yes, the Parish owns 3.

**Q #7:** Are you able to provide the names and titles of the evaluation committee members?

**A #7:** No.

**Q #8:** Would you please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals?

**A #8:** To be determined.

**Q #9:** When will the intent to award be made, and how will it be communicated to Proposers?

**A #9:** Intent to award will be announced at RFP opening and communicated via email after the opening.

**Q #10:** Does the Parish have memorandums of understanding in place with their incorporated municipalities within the Parish to perform disaster debris management services, and if so, which ones?

**A #10:** There are no incorporated municipalities within the Parish.

**Q #11:** Does the Parish intend to allow all of some of the incorporated municipalities within the Parish to utilize this contract?

**A #11:** There are no incorporated municipalities within the Parish.

**Q #12:** In reviewing addendum #3, Exhibit C – Cat A Debris Removal pricing schedule, of note is that for Pay Item No. 00001, 00002, 00005, 00006, 00007, 00008, 00009, 00010, 00011, and 00012, it appears that the parish is requesting pricing for hauling to a final disposal facility instead of hauling to a DMS. Is this correct, or do you want pricing for hauling these Pay Items to a DMS?

**A #12:** Pay Items 00013-00024 have been added for delivery to an approved DMS site.

**Q #13:** For clarification, is the expectation for the cutting of hazardous trees and hangers that the pay Items 00008-00012 are simply for the cutting and placing in the right of way, and the actual collection and hauling of this debris generated by cutting will be paid under Pay Item No. 00001?

**A #13:** Yes, the collection and hauling will be paid under either 00001 or 00013.

**Q #14:** Does the Parish have a preferred means of reducing vegetative debris (open burn, incineration, or grinding)?

**A #14:** No.

**Q #15:** In large debris generating events, such as Hurricane Ida, it is often preferred to collect and haul C&D debris initially to a DMS instead of hauling it directly to an approved final disposal facility. While it is at the DMS, the Contractor Compacts the C&D before hauling it out to a final disposal facility. Would the Parish consider adding two additional Pay Items; one Pay Item for the collection and hauling of C&D to a DMS, and one for the compaction of the material while at the DMS? Having these additional line items cuts down on the lone lines at a final disposal facility. Also, it lessens the volume of the material that is hauled to a final disposal facility.

**A #15:** Item 00030 has been added for compaction.

**Q #16:** Does the Parish still want the 4 additional pages prior to the pricing Exhibit C included with the respondent's proposal? (These were not included with the revised exhibit C Addendum 3)

**A #16:** See attached revised Exhibit C.



**Q #17:** The summary of evaluation Criteria Points listed on page 11 of the RFP do not add up and match to the line item criterion on Exhibit C – Addendum 3. Can you please clarify which of the evaluation criteria points documents will be utilized? The one from Addendum 3 or the one from the RFP?

**A #17:** The table shown on PROPOSAL EVALUATION shall be deleted and replaced with the following:

Criteria	Maximum Points
Cost	30.0
Qualifications Total	120.0
Resource Criterion	30.0
Technical Criterion	45.0
Financial Criterion	15.0
Risk Factor Criterion	30.0
Financial Strength	See Discussion Below
Total Maximum Points	150.00

**Q #18:** We are a Limited Liability Company with a Signing Authority. Can we submit our Signing Authority in lieu of Exhibit B Corporate Resolution?

**A #18:** Yes.

**Q #19:** Please confirm we can use plastic binding combs to bind our proposal.

**A #19:** Yes.

**Q #20:** Please confirm Exhibit A Contract Agreement (p124) is for reference only and does not need to be signed and included with proposal.

**A #20:** Confirmed, this Exhibit will be executed once a proposal is selected.

**Q #21:** Please confirm Exhibit F Notice of Intent to Award is for reference only.

**A #21:** Confirmed, this Exhibit will be executed once a proposal is selected.

**Q #22:** Would the Parish consider allowing more pages to be submitted for the Qualifications portion of the proposal?

**A #22:** The Summary Discussion portion has a revised page limit of 6 pages and allows exhibits. Exhibits must be 8.5" x 11".

**Q #23:** Do the following count towards the 5-page limit: title page, required confidentiality page, bank letter, bonding capacity letter, sample insurance certificate, letters of recommendation, latest financial statement, licenses, Certificates from the Louisiana Secretary of State, required forms, any issued addenda?

**A #23:** The following items are all that is required within the now revised 6-page limit for Summary Discussion:

- History, experience, and strength
- Key staff who will be working with SCP
- Specific storm events you responded to and any FEMA experience
- Innovative concepts
- Other information you think is relevant
- List at least 3 references for current contracts with contact name, number, and email address

This list is shown at the end of the Submittal Instructions section of the RFP.

**Q #24:** There is currently no line item for DMS management. Is this intended to be included with line items 15, 16, and 17?

**A #24:** Yes.

**Q #25:** The submittal requirements appear to only request information on the forms and the 5-page limit for the summary discussion. Are respondents permitted to add additional information in an Appendix?

**A #25:** The Summary Discussion portion has a revised page limit of 6 pages and allows exhibits. Exhibits must be 8.5" x 11". No additional information in an Appendix.

#### **CHANGES TO CONTRACT EXHIBITS**

Exhibit C, delete the entire exhibit and replace with the attached.

**END ADDENDUM NO. 5**

STORM DEBRIS REMOVAL AND RECOVERY 2021

PROPOSAL FORMS

EXHIBIT C

Proposer's Full Legal Name (Business Entity or Individual or Names, if Joint Venture)	
A corporation duly organized under the laws in the State of	
Contact Name	
Address	
City, State, Zip	
Telephone	
Email Address	
LA Contractors License Number(s)	
Classification(s)	

KEY TIME PERIODS

The project to which this proposal applies is governed by several key time periods referenced in this proposal form and stated below. The Proposer identified above ("Proposer") takes notice of these time periods. Bidder acknowledges that the summary descriptions provided below are for convenience. To the extent other Contract Documents provide otherwise, the other Contract Documents shall govern.

SUMMARY DESCRIPTION	SHORT REFERENCE	DAYS/HOURS
Time to commence work after date specified in the written Notice to Proceed or after the receipt of a Work Order	Time to Commence	24 Hours
Time to reach substantial completion of the project after the date specified in the written Notice to Proceed or after the receipt of a Work Order	Time to Substantial Completion	60 Days

## STATEMENTS

1. The Proposer, in compliance with the request for proposals for the referenced project, having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish all supervision, labor, materials, equipment and supplies and to accomplish the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These processes are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
2. Proposer hereby agrees that all work called for in this contract shall be conducted on a timely basis. Failure of the Contractor to promptly respond to notification shall entitle the Parish of St. Charles to use any other Contractor to perform this work without the Parish of St. Charles being considered in breach of the contract in situations where the contractor has been notified and has failed to take any steps whatsoever to reasonable institute start-up and/or mobilize and complete the work in the timelines specified. In the event the Contractor selected charges rates higher than those called for under the proposal submitted in connection with this agreement, Owner shall have the right to subtract the added cost from any bill due contractor under this contract.
3. Proposer hereby agrees to commence work under this contract within the Time to Commence. Proposer hereby agreed to fully complete the Work order within the Time to Substantial Completion. Proposer further agrees to pay as stipulated damages the sum f \$500 per day for each consecutive calendar day the project is not substantially complete as hereinafter provided in the General Specifications.
4. Proposer accepts all of the terms and conditions of the Bidding Documents. Proposer will sign the Agreement and submit the required Affidavits and other documents required by the Contract Documents as stated in the Notice of Intent to Award Schedule F.
5. The specifications and any addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If conflict between any of the above is discovered by the Contractor, the problem shall be referred to the Engineer in writing as soon as possible for resolution by the Engineer.
6. In submitting this Proposal, Proposer makes all representations required by the Instructions to Proposers and Contract Documents and further warrants and represents that the Proposer has examined copies of all the Proposal Documents, the Request for Proposal, the Instructions to Proposers, and any addenda.
7. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with St. Charles Parish in the form included with the proposal documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment require to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Contract Documents.
8. Proposer agrees to complete the Work for the unit prices described in the schedule of prices attached at the end of this section. The descriptions provided for each item are provided for convenience. The scope of each item is described elsewhere in the Contract Documents, and those descriptions shall control. In determining the price proposed for each item, the product of the quantity and the unit price for each item will control in the event of a discrepancy in the

extended amount for that item. After proposals are opened, the RFP Review Team will check on the quantities shown, and the unit priced proposed. The correct calculation by the RFP shall control over extended amounts or totals shown on this schedule of prices.

9. Proposer will use the following subcontractors in performing the Work, and will use no other subcontractors without the prior approval of St. Charles Parish (attach supplemental sheet, if needed):

Description of Work	Name of Subcontractor

10. The Proposer agrees that the Work shall be substantially completed within the prescribed calendar days as stipulated in the Proposal Documents and Contract Documents. Time commences to run as provided in the General Conditions, until completed and ready for final payment.
11. A Letter from Surety (for surety bond only) is attached to and made part of this Proposal.
12. The terms used in this Proposal which are defined in the General Conditions of the Contract Documents included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
13. Following this page are the price and questionnaire sheets
- Cat A Debris Removal – Prices
  - Cat B Emergency Services – Prices
  - Disaster Recovery Services – Prices
  - Financial Criterion – Questions
  - Resources Criterion – Questions
  - Risk Factor Criterion – Questions
  - Technical Criterion – Questions

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Storm Debris Removal and Recovery 2021, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates hereinafter set forth.

Bidder must acknowledge all addendums issued:

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

Addendum \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Category A Debris Removal

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00001	GATHERING, PICK-UP, AND HAULING OF VEGETATIVE DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY		
00002	GATHERING, PICK-UP, AND HAULING OF CONSTRUCTION AND DEMOLITION (C&D) DEBRIS TO APPROVED DISPOSAL FACILITY	1	CY		
00003	GATHERING, PICK-UP, AND HAULING OF WHITE GOODS TO APPROVED DISPOSAL FACILITY	1	EACH		
00004	COLLECTION, REMOVAL, PROCESSING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE TO APPROVED DISPOSAL FACILITY	1	POUND		
00005	HAZARDOUS STUMPS UP TO 36 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00006	HAZARDOUS STUMPS 36.1 TO 48 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00007	HAZARDOUS STUMPS 48.1 INCHES AND LARGER IN DIAMETER REMOVAL, BACKFILLING, AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00008	HAZARDOUS TREE REMOVAL UP TO 24 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00009	HAZARDOUS TREE REMOVAL 24.1 TO 36 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00010	HAZARDOUS TREE REMOVAL 36.1 TO 48 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00011	HAZARDOUS TREE REMOVAL 48.1 INCHES AND LARGER IN DIAMETER REMOVAL AND HAULING TO APPROVED DISPOSAL FACILITY	1	EACH		
00012	HAZARDOUS HANGERS OVER 2 INCHES IN DIAMETER AT THE BREAK TO APPROVED DISPOSAL FACILITY	1	TREE		
00013	GATHERING, PICK-UP, AND HAULING OF VEGETATIVE DEBRIS TO APPROVED DMS SITE	1	CY		
00014	GATHERING, PICK-UP, AND HAULING OF CONSTRUCTION AND DEMOLITION (C&D) DEBRIS TO APPROVED DMS SITE	1	CY		
00015	GATHERING, PICK-UP, AND HAULING OF WHITE GOODS TO APPROVED DMS SITE	1	EACH		
00016	COLLECTION, REMOVAL, PROCESSING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE TO APPROVED DMS SITE	1	POUND		

00017	HAZARDOUS STUMPS UP TO 36 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DMS SITE	1	EACH		
00018	HAZARDOUS STUMPS 36.1 TO 48 INCHES IN DIAMETER, REMOVAL, BACKFILLING, AND HAULING TO APPROVED DMS SITE	1	EACH		
00019	HAZARDOUS STUMPS 48.1 INCHES AND LARGER IN DIAMETER REMOVAL, BACKFILLING, AND HAULING TO APPROVED DMS SITE	1	EACH		
00020	HAZARDOUS TREE REMOVAL UP TO 24 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH		
00021	HAZARDOUS TREE REMOVAL 24.1 TO 36 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH		
00022	HAZARDOUS TREE REMOVAL 36.1 TO 48 INCHES IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH		
00023	HAZARDOUS TREE REMOVAL 48.1 INCHES AND LARGER IN DIAMETER REMOVAL AND HAULING TO APPROVED DMS SITE	1	EACH		
00024	HAZARDOUS HANGERS OVER 2 INCHES IN DIAMETER AT THE BREAK TO APPROVED DMS SITE	1	TREE		
00025	DEMOLITION PLANNING, PREPARATION, AND COMPLETION (NON-ACM)	1	SQFT		
00026	DEMOLITION PLANNING, PREPARATION, AND COMPLETION (ACM)	1	SQFT		
00027	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY BURNING	1	CY		
00028	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY INCINERATION	1	CY		
00029	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY CHIPPING/GRINDING	1	CY		
00030	DEBRIS MANAGEMENT SITE (DMS) REDUCTION BY COMPACTION	1	CY		
00031	HAUL OUT 0.00-15 MILES	1	CY		
00032	HAUL OUT 15.1-30 MILES	1	CY		
00033	HAUL OUT OVER 30 MILES	1	CY		

TOTAL CAT A – DEBRIS REMOVAL \_\_\_\_\_



Storm Debris Removal and Recovery 2021

Exhibit C

Category B Emergency Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00034	LABORER WITH CHAIN SAW	1	HOUR		
00035	LABORER WITH SMALL TOOLS	1	HOUR		
00036	TRAFFIC CONTROL FLAG PERSON	1	HOUR		
00037	CREW FOREMAN	1	HOUR		
00038	OPERATIONS SUPERVISOR	1	HOUR		
00039	30-60 TON CRANE WITH OPERATOR	1	HOUR		
00040	61-90 TON CRANE WITH OPERATOR	1	HOUR		
00041	100-TON CRANE WITH OPERATOR	1	HOUR		
00042	AIR-CURTAIN INCINERATOR, SELF-CONTAINED SYSTEM	1	HOUR		
00043	TUB GRINDER, 800-1,000 HP WITH OPERATOR	1	HOUR		
00044	BACKHOE LOADER WITH OPERATOR	1	HOUR		
00045	SKID STEER WITH OPERATOR	1	HOUR		
00046	BROOM TRACTOR WITH OPERATOR	1	HOUR		
00047	BUCKET TRUCK WITH 50'-60' ARM WITH OPERATOR	1	HOUR		
00048	BULLDOZER, TRACKED, D5 OR SIMILAR WITH OPERATOR	1	HOUR		
00049	BULLDOZER, TRACKED, D6 OR SIMILAR WITH OPERATOR	1	HOUR		
00050	BULLDOZER, TRACKED, D7 OR SIMILAR WITH OPERATOR	1	HOUR		
00051	BULLDOZER, TRACKED, D8 OR SIMILAR WITH OPERATOR	1	HOUR		
00052	DUMP TRUCK, 5-12 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00053	DUMP TRUCK, 12-20 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00054	DUMP TRUCK, 21-40 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00055	DUMP TRAILER WITH TRUCK, 31-60 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00056	DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		

00057	GENERATOR WITH LIGHTING, MOBILE	1	HOUR		
00058	GRADER WITH 12' BLADE WITH OPERATOR	1	HOUR		
00059	HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00060	HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00061	SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS WITH OPERATOR	1	HOUR		
00062	PICKUP TRUCK	1	HOUR		
00063	FLATBED TRUCK	1	HOUR		
00064	LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT WITH OPERATOR	1	HOUR		
00065	WATER TRUCK WITH OPERATOR	1	HOUR		
00066	SERVICE TRUCK WITH OPERATOR	1	HOUR		
00067	FRONT-END LOADER, 950 OR SIMILAR WITH OPERATOR	1	HOUR		
00068	FRONT-END LOADER, 966 OR SIMILAR WITH OPERATOR	1	HOUR		
00069	FRONT-END LOADER, 980 OR SIMILAR WITH OPERATOR	1	HOUR		
00070	FRONT-END LOADER/BACKHOE 1.0-1.5 CUBIC YARD CAPACITY WITH OPERATOR	1	HOUR		
00071	SOIL COMPACTOR, UP TO 80 HP WITH OPERATOR	1	HOUR		
00072	SOIL COMPACTOR, 81 + HP WITH OPERATOR	1	HOUR		
00073	TEMPORARY OFFICE TRAILER	1	DAY		
00074	TRUCK SCALE	1	MONTH		

TOTAL CAT B – EMERGENCY SERVICES \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Category C Disaster Recovery Services

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00075	PROJECT COORDINATOR	1	HOUR		
00076	FIELD HAZ MATERIAL MANAGER	1	HOUR		
00077	HM CONTAIN AREA MANAGER	1	HOUR		
00078	FIELD PROJECT SUPERVISOR	1	HOUR		
00079	HM AREA SUPERVISOR	1	HOUR		
00080	FIELD PROJECT FOREMAN	1	HOUR		
00081	HM CONTAINMENT AREA FOREMAN	1	HOUR		
00082	FIELD HM TECHNICIAN	1	HOUR		
00083	HM CONTAIN AREA TECHNICIAN	1	HOUR		
00084	HEALTH & SAFETY SPECIALIST	1	HOUR		
00085	PROJECT ENGINEER	1	HOUR		
00086	PROJECT GEOLOGIST	1	HOUR		
00087	CHEMIST	1	HOUR		
00088	REGULATORY MANAGER	1	HOUR		
00089	EQUIPMENT OPERATOR	1	HOUR		
00090	ASBESTOS ABATEMENT SUPERVISOR	1	HOUR		
00091	ASBESTOS ABATEMENT WORKER	1	HOUR		
00092	ASBESTOS INSPECTOR	1	HOUR		
00093	TRUCK DRIVER	1	HOUR		
00094	ADMINISTRATIVE ASSISTANT	1	HOUR		
00095	CLERICAL	1	HOUR		
00096	PICKUP TRUCK	1	DAY		
00097	PICKUP TRUCK EXTENDED CAB	1	DAY		
00098	PICKUP TRUCK 4 X 4	1	DAY		
00099	PICKUP TRUCK 1 TON	1	DAY		
00100	BOX TRUCK	1	DAY		
00101	PASSENGER CAR	1	DAY		
00102	20' RESPONSE TRAILER	1	DAY		
00103	36' RESPONSE TRAILER	1	DAY		
00104	OFFICE TRAILER	1	DAY		
00105	FLATBED TRAILER	1	DAY		
00106	VEHICLE USE – PICKUPS, VANS, CARS	1	MILE		
00107	VEHICLE USE – TRAILER, HEAVY TRUCKS	1	MILE		
00108	12' WORKBOAT W/MOTOR	1	DAY		
00109	12' WORKBOAT W/O MOTOR	1	DAY		
00110	VACUUM TRUCK 3500 GALLON	1	DAY		
00111	LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT. SCBA, 1 SCBA BOTTLE, GLOVES, AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	1	DAY		

00112	LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACEMENT)	1	DAY		
00113	LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT)	1	DAY		
00114	SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	1	EACH		
00115	CASCADE AIR SYSTEM PER EMPLOYEE	1	DAY		
00116	AIR FILTRATION PANAL	1	DAY		
00117	AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OR AIRLINE	1	DAY		
00118	RESPIRATOR AIRLINE 50' SECTION	1	EACH		
00119	RESPIRATOR CARTRIDGES	1	PAIR		
00120	LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH		
00121	LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	1	EACH		
00122	TYVEK	1	EACH		
00123	PROSHIELD	1	EACH		
00124	SARANEX	1	EACH		
00125	ACID SUIT	1	EACH		
00126	RAIN SUIT	1	EACH		
00127	NEOPRENE GLOVES	1	PAIR		
00128	NITRILE GLOVES	1	PAIR		
00129	SILVERSHIELD GLOVES	1	PAIR		
00130	PVC GLOVES	1	PAIR		
00131	COTTON OR LATEX GLOVES	1	PAIR		
00132	LEATHER WORK GLOVES	1	PAIR		
00133	PVC BOOTS (HAZMAX)	1	PAIR		
00134	BOOT COVERS	1	PAIR		
00135	HEARING PROTECTION	1	PAIR		
00136	HIGH HAZARD PERSONNEL DECONTAMINATION	1	DAY		
00137	LOW HAZARD PERSONNEL DECONTAMINATION	1	DAY		
00138	PORTABLE EYEWASH STATION	1	DAY		
00139	FIRST AIR STATION	1	DAY		
00140	PERSONNEL RETRIEVAL SYSTEM	1	DAY		
00141	PERSONNEL RETRIEVAL HARNESS	1	DAY		
00142	COMBUSTION GAS INDICATOR	1	DAY		
00143	TOXIC GAS INDICATOR	1	DAY		
00144	PHOTOIONIZATION DETECTOR	1	DAY		
00145	HAZCAT KIT	1	DAY		
00146	DETECTOR TUBES	1	TEN PACK		
00147	PH PAPER	1	PACK		
00148	SPILL CLASSIFIER	1	STRIP		
00149	PERSONNEL AIR SAMPLING PUMP	1	DAY		
00150	ASBESTOS BULK SAMPLE	1	EACH		
00151	HAND AUGER STAINLESS STEEL	1	DAY		
00152	MECHANIZED BROOM	1	HOOR		

00153	BACKHOE WITH OPERATOR	1	DAY		
00154	BACKHOE EXTENDAHOE WITH OPERATOR	1	DAY		
00155	TRACKHOE 490 OR EQUIVALENT WITH OPERATOR	1	DAY		
00156	BULLDOZER D4 OR EQUIVALENT WITH OPERATOR	1	DAY		
00157	12 TON LOWBOW WITH OPERATOR	1	DAY		
00158	50 TON LOWBOY WITH OPERATOR	1	DAY		
00159	SKID STEER (BOBCAT) WITH OPERATOR	1	DAY		
00160	DUMP TRUCK WITH OPERATOR	1	HOUR		
00161	HAND OPERATED TRANSFER PUMP	1	DAY		
00162	1" DIAPHRAGM PUMP	1	DAY		
00163	2" DIAPHRAGM PUMP	1	DAY		
00164	2" DIAPHRAGM PUMP SS	1	DAY		
00165	3" DIAPHRAGM PUMP	1	DAY		
00166	1" SUCTION OR DISCHARGE HOSE	1	DAY		
00167	2" SUCTION OR DISCHARGE HOSE	1	DAY		
00168	3" SUCTION OR DISCHARGE HOSE	1	DAY		
00169	2" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY		
00170	3" CHEMICAL SUCTION OR DISCHARGE HOSE	1	DAY		
00171	SMALL COMPRESSOR	1	DAY		
00172	185 CFM COMPRESSOR	1	DAY		
00173	AIRHOSE SECTION	1	DAY		
00174	PORTABLE LIGHT STAND	1	DAY		
00175	4000-5000-WATT GENERATOR	1	DAY		
00176	ELECTRICAL CORD SECTION (50')	1	DAY		
00177	SPIKE BAR	1	DAY		
00178	AIRLESS SPRAYER	1	DAY		
00179	PRESSURE WASHER	1	DAY		
00180	WATER HOSE SECTION (GARDEN)	1	EACH		
00181	CUTTING TORCH	1	DAY		
00182	WAIRE WELDER	1	DAY		
00183	AIR BLOWER	1	DAY		
00184	HEPA VAC	1	DAY		
00185	BARREL CART	1	DAY		
00186	WHEELBARROW	1	DAY		
00187	OIL DRY SPREADER	1	DAY		
00188	TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	1	DAY		
00189	DRILL WITH BITS	1	DAY		
00190	GROUNDING CABLE AND ROD	1	DAY		
00191	CIRCULAR SAW	1	DAY		
00192	HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	1	DAY		
00193	TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	1	DAY		
00194	WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	1	DAY		
00195	STEP LADDERS	1	DAY		
00196	EXTENSION LADDERS	1	DAY		
00197	PHOTOGRAPHIC EQUIPMENT	1	DAY		
00198	PORTA JOHN	1	DAY		

00199	FLASHLIGHTS	1	EACH		
00200	HANDHELD RADIOS	1	DAY		
00201	DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	1	LUMP SUM		
00202	5" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH		
00203	8" X 10' ABSORBENT BOOM - PETROLEUM	1	EACH		
00204	3' X 12' ABSORBENT BOOM - UNIVERSAL	1	EACH		
00205	ABSORBENT PADS BUNDLE - PETROLEUM	1	EACH		
00206	ABSORBENT PADS BUNDLE - UNIVERSAL	1	EACH		
00207	ABSORBENT CLAY BAG	1	EACH		
00208	OIL DRY	1	EACH		
00209	PEAT MOSS	1	EACH		
00210	VERMICULITE	1	EACH		
00211	SODA ASH BAG	1	EACH		
00212	4 MIL 20 X 100 POLYETHYLENE	1	ROLL		
00213	6 MIL 20 X 100 POLYETHYLENE	1	ROLL		
00214	6 MIL BAGS	1	EACH		
00215	DUCT TAPE	1	ROLL		
00216	55- GALLON DRUMS	1	EACH		
00217	55- GALLON DRUMS LINER 10 MIL	1	EACH		
00218	FIBER DRUMS	1	EACH		
00219	30- GALLON OVERPACK	1	EACH		
00220	95 GALLON POLY OVERPACK	1	EACH		
00221	DOT HAZARDOUS WASTE LABELS	1	EACH		
00222	FIRE EXTINGUISHER	1	EACH		
00223	CAUTION/HAZARD TAPE	1	EACH		
00224	RESPIRATOR WIPES	1	EACH		
00225	KAPPLER TAPE	1	ROLL		

TOTAL CAT C - DISASTER RECOVERY SERVICES \_\_\_\_\_

Storm Debris Removal and Recovery 2021

Exhibit C

Financial Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Letter from Surety</b>	<b>MAX POINTS POSSIBLE 5</b>						
Able to provide letter from Surety indicating ability to bond to <b>AT LEAST</b> \$1,000,000.00 (Letter in submittal must state this).	Yes					No	
<b>Payment Terms</b>	<b>MAX POINTS POSSIBLE 5</b>						
Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with payment terms less than 30 days							
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	
<b>Billing Cycle</b>	<b>MAX POINTS POSSIBLE 5</b>						
Number of Projects as Prime Contractor responding to Presidentially Declared Disasters with ability to invoice less than 30 days							
0-30 day	10 or more	9-8	7-6	5-4	3-2	1-0	

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Storm Debris Removal and Recovery 2021

Exhibit C

Resource Criterion

Description	Response Points						Response
	10	8	6	4	2	0	
<b>Owned Equipment</b>							
Percentage of equipment <b>OWNED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer	100-80	79-60	59-40	39-20	19-10	9-0	
<b>Rented Equipment</b>	<b>MAX POINTS POSSIBLE 2</b>				20 or less	21 or more	
Percentage of equipment <b>RENTED for use on this Contract</b> of the following type of equipment: Dump Truck, Skid Steer Loader, Bucket Truck with 30'-40' Arm, Bulldozer, and Dump Trailer							
<b>Number of Personnel</b>							
Number of Full-time Personnel employed by the Contractor available for use on this Contract (Operators & Managers)	<b>MAX POINTS POSSIBLE 6</b>	50 or more	25-49	10-24	0-9		
<b>Disaster Experience</b>							
Total Number of projects participated and completed as Prime Contractor for Presidentially Declared events	<b>MAX POINTS POSSIBLE 6</b>	10 or more	9-6	5-2	1-0		
<b>Local Participation</b>							
Percentage of staffing by Local Labor	<b>MAX POINTS POSSIBLE 6</b>	50 or more	49-30	29-10	9-0		

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Storm Debris Removal and Recovery 2021

Exhibit C

Risk Factor Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Risk Factors</b>	<b>MAX POINTS POSSIBLE 30</b>						
Number of projects as Prime Contractor responding to presidentially declared disasters where the following risk factors were present:							
Flood Water	Yes					No	
Lack of Electricity (use of Generators Employed)	Yes					No	
Lack of Housing (Mobile Units were Commissioned)	Yes					No	
Damaged Roads (Temporary Roads were Built)	Yes					No	
Office Space (Mobile Units were Supplied)	Yes					No	
Security (Provided Temporary Security Measures)	Yes					No	

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Storm Debris Removal and Recovery 2021

Exhibit C

Technical Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
<b>Mobilization</b>	<b>MAX POINTS POSSIBLE 10</b>						
Percentage of removal crews mobilized in the following periods:							
In 24 Hour	100-80	79-60	59-40	39-20	19-10	9-0	
In 72 Hour	100-80	79-60	59-40	39-20	19-10	9-0	
<b>Type of Disaster</b>	<b>MAX POINTS POSSIBLE 9</b>						
Prime Contractor responding to Presidentially Declared Disasters for each Type of Disaster:							
Hurricane and/or Tropical Storm		Yes			No		
Flood		Yes			No		
Tornado		Yes			No		
<b>Type of Debris Removal</b>	<b>MAX POINTS POSSIBLE 6</b>						
Prime Contractor responding to Presidentially Declared Disasters for each Type of Debris:							
Vegetative Debris		Yes			No		
Construction & Demolition Debris		Yes			No		
Hazardous Waste		Yes			No		
<b>Quantity of Debris Removed</b>	<b>MAX POINTS POSSIBLE 12</b>						
Number of Projects as Prime Contractor responding to Presidentially Declared Disasters for removal of the following volumes of debris:							
0-99,999 CY		10 or more	9-6	5-2	1-0		
100,000-499,999 CY		10 or more	9-6	5-2	1-0		
500,000-1,000,000 CY		10 or more	9-6	5-2	1-0		
Over 1,000,000 CY		10 or more	9-6	5-2	1-0		
<b>Approach and Methodology</b>	<b>MAX POINTS POSSIBLE 8</b>						
Prime Contractor responding to Presidentially Declared Disasters demonstrating the use of the following:							
Use of a Burn Site		Yes			No		
Chipping/Reduction Experience		Yes			No		

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