

Ord.

2017-0258

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 17-8-10

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and Debris Tech, LLC for Storm Debris Monitoring 2017, Parish Project No. P170302.

WHEREAS, when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris removal operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

WHEREAS, St. Charles Parish issued a Request for Proposal for Storm Debris Monitoring 2017 to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised and proposals were received on July 17, 2017; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Award Criteria as set forth in the RFP and it is recommended that the Contract be awarded to Debris Tech, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Storm Debris Monitoring 2017 by and between the Parish of St. Charles and Debris Tech, LLC is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 28th day of August, 2017, to become effective immediately upon adoption.

CHAIRMAN: Tennell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 8/30/17

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: August 31, 2017

AT: 3:35pm RECD BY: TEC

EXHIBIT A

STORM DEBRIS MONITORING 2017
CONTRACT AGREEMENT

THIS CONTRACT, made this 31st day of August, 2017, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and Name DebrisTech, LLC Address 925 Goodyear Blvd, Picayune, MS doing business as a corporation hereinafter called "CONTRACTOR". 39466

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

1. The Agreement will commence on January 1, 2018 and end on December 31, 2020. 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. Copy of addendum No. 1 Dated July 11, 2017, score sheet, bid opening log
 - e. Copy General Specifications
 - f. Copy Technical Specifications
 - g. Copy Exhibit D Federal Compliance Provisions
 - h. Exhibit E Non-Collusion Affidavit
 - i. Copy of Exhibit F Notice of Intent to Award
 - j. Insurance Certificate
 - k. Copy Request for Statements of Qualifications and Cost Proposals Storm Debris Removal and Recovery 2017 Document(RFP Package)
 - l. Copy of Contractor Submittal Package
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

Rae S. Delahoussaye
Name Robbie S. Delahoussaye
Title Executive Asst

OWNER: ST. CHARLES PARISH

BY

LARRY COCHRAN
PARISH PRESIDENT

ATTEST

Herman Dungan IV
Name Herman Dungan IV
Title Operations Manager

CONTRACTOR:

By Brooks Wallace
Name Brooks Wallace
Title President

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**STORM DEBRIS MONITORING 2017
PROPOSAL FORMS
EXHIBIT C**

Proposer's Full Legal Name (Business Entity or Individual or Names, if Joint Venture)	DebrisTech, LLC
A corporation duly organized under the laws in the State of	Mississippi
Contact Name	Brooks Wallace
Address	925 Goodyear Blvd
City, State, Zip	Picayune, MS 39466
Telephone	601-916-1113
Email Address	brooks@debristech.com

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.
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 St. Charles Parish in writing as soon as possible for resolution.
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. 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.

- 10. A Letter from Surety (for surety bond only) is attached to and made part of this Proposal.

- 11. Following this page are the price and questionnaire sheets
 - Price Sheet
 - Resources 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 1 Date 7/11/17 Addendum _____ Date _____
Addendum _____ Date _____ Addendum _____ Date _____
Addendum _____ Date _____

CONTRACTOR

By: DebrisTech, LLC

PRINT NAME: Brooks Wallace

TITLE: President

Storm Debris Monitoring 2017
Exhibit C
Price Sheet

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
00001	PROJECT MANAGER	1	HR	\$69.00	
00002	PROJECT COORDINATOR	1	HR	\$59.00	
00003	MONITOR SUPERVISOR	1	HR	\$47.00	
00004	DEBRIS MONITOR	1	HR	\$34.00	
00005	ROVING DEBRIS MONITOR	1	HR	\$34.00	
00006	GIS SPECIALIST	1	HR	\$45.00*	
00007	CLERICAL	1	HR	\$10.00*	

TOTAL \$298.00

*DebrisTech Devices Rates are factored into provided rates. This will be the price with or with out the Automated Debris Tracking and Reporting System. The DebrisTech Automated Debris Management System eliminates to need for the marked positions.

Storm Debris Monitoring 2017

Exhibit C

Resource Criterion

Description	Response Points						Response
	5	4	3	2	1	0	
Project Managers and Supervisors	MAX POINTS POSSIBLE 5						
Number of Full-time Personnel employed by the Contractor available for use on this Contract	10 or more	9-8	7-6	5-4	3-1	0	10
Technical Personnel and Specialist	MAX POINTS POSSIBLE 12						
Number of Full-time Personnel employed by the Contractor available for use on this Contract							
Engineers(licensed in La.)		5 or more	4-3	2-1	0	0	3
GIS		5 or more	4-3	2-1	0	0	5
FEMA		5 or more	4-3	2-1	0	0	0
Monitoring Personnel	MAX POINTS POSSIBLE 4						
Number of Full-time Personnel employed by the Contractor available for use on this Contract		50 or more	49-35	34-25	24-15	14-0	50
Local Participation	MAX POINTS POSSIBLE 4						
Percentage of Monitoring staffing using Local Labor		50 or more	49-35	34-25	24-15	14-0	%50 +
Local Office		MAX POINTS POSSIBLE 5					
Able to provide complete office, housing, meals, and other support for all contractor's personnel either in St Charles Parish or within reasonable driving distances	Yes					No	yes
Letter from Surety		MAX POINTS POSSIBLE 5					
Able to provide letter from Surety indicating ability to bond to <u>AT LEAST</u> \$500,000.00 (Letter in submittal must state this).	Yes					No	yes

Storm Debris Monitoring 2017
Exhibit C
Technical Criterion

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