

Ord.

2009-0401

**INTRODUCED BY: V.J. ST. PIERRE, JR, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 09-10-6

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and DRC Emergency Services, LLC for Disaster Debris Removal, Parish Project No. P090501.

WHEREAS, when a disaster event occurs that produces large amounts of debris, it is imperative that the Parish work expeditiously to ensure that debris is collected from public streets in St. Charles Parish; and,

WHEREAS, in order to fulfill this need, St. Charles Parish advertised for and received Proposals for Disaster Debris Removal on July 9, 2009; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Award Criteria and it is recommended that the Contract for Disaster Debris Removal be awarded to DRC Emergency Services, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract by and between the Parish of St. Charles and DRC Emergency Services, LLC for Disaster Debris Removal, as submitted by DRC Emergency Services, LLC dated July 9, 2009, including Addendum #1 and Addendum #2, 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: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, HOGAN, COCHRAN, LAMBERT, NUSS
- NAYS: NONE
- ABSENT: BENEDETTO

And the ordinance was declared adopted this 19th day of October, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Ty Arritt*

SECRETARY: *Christina Joseph Tucker*

DLVD/PARISH PRESIDENT: October 20, 2009

APPROVED: DISAPPROVED:

PARISH PRESIDENT: *VJ St Pierre*

RETD/SECRETARY: October 20, 2009

AT: 3:10 pm RECD BY: *BCA*

ST. CHARLES PARISH

DISASTER DEBRIS REMOVAL

St. Charles Parish is hereby soliciting the submittal of Proposals from Contractors interested in providing Debris Removal Services to St. Charles Parish.

Eligible firms must have demonstrated experience in managing FEMA reimbursable debris removal projects.

1.0 GENERAL

1.1 The purpose of this contract is to provide debris clearing and removal response assistance to the Parish of St. Charles, Louisiana residents, who are affected by a Natural and Unnatural Disaster during the term of this contract.

2.0 SERVICES

2.1 The Contractor shall provide for debris removal services in accordance with the following attached provisions:

- Special Provisions – SP-1 through SP-8
- Section 1 Debris Removal – Page 1 through 9
- Section 2 Traffic Regulations
- Schedule of Prices

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 The work shall consist of clearing and removing any and all “eligible” debris. (See section 4.0 for a definition of eligible debris) only from the public right-of-way (ROW) of streets and roads, as directed by St. Charles 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 St. Charles Parish. St. Charles 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 St. Charles Parish. The Contractor shall not move from one designated work area to another designated work area without prior approval from St. Charles 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.

2.5 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 my public utilities.

2.6 The Parish reserves the right to inspect the site, verify quantities, and review operation at any time.

2.7 All work shall be accomplished in a safe manner.

3.0 LOAD TICKETS

3.1 "Load Tickets" will be used for recording volumes of debris removal.

3.2 Storm debris shall be subject to inspection by the Parish. Inspections will be 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. The Parish will have in place at sites, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site.

4.0 DEBRIS CLASSIFICATION

4.1 Eligible Debris: Debris that is within the scope of this contract falls under the Burnable classifications. Debris that is classified as Household Hazardous Waste (HHW) is not to be transported under this item.

4.2 Non-Burnable Debris: Non-burnable debris includes, but is not limited to, treated timber, plastic, glass, rubber products, sheet rock, clothe items, non-wood building materials, metal products (i.e. Mobile trailer parts, Household appliances (white metal), and similar items, or uncontaminated soil, roofing materials, and carpeting. No household garbage is to be collected.

4.3 Household Hazardous Waste (HHW): Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint or electrical transformers shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Parish.

5.0 DUMPSITES

5.1 All debris shall be processed in accordance with local, state and federal law, standards and regulation. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the Parish. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

6.0 PERFORMANCE SCHEDULE AND CONTRACT TERM

6.1 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 issued by the Parish President . Work may be authorized by specific item identified in the Scope of Work.

6.2 The Contract term shall commence upon Contract execution and expire on December 31, 2011. Maximum allowable time for completion of each Work Order will be 60 days from Notice to Proceed. Upon mutual consent of Owner and Contractor, the Contract Term may be extended an additional calendar year or portion thereof.

6.3 Liquidated Damages – Owner and Contractor recognize that Owner 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 Owner as liquidated damages for delay the amount of Five Hundred (\$500.00) for each calendar day that expires after the Work Order deadline until the work is completed. These amounts represent a reasonable estimate of Owner’s expenses for extended delays for inspection, engineering services and administrative costs associated with such delay.

6.4 Work order extensions must be requested by Contractor in writing to Owner and Engineering Monitoring firm identified by Owner.

7.0 EQUIPMENT

7.1 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 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 not to extend more than two feet above the metal bedsides. St. Charles Parish representative must approve all requests for extensions. Equipment will be inspected prior to use by the Contractor.

7.2 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 Contractors. The signs remain the property of the Parish and will be returned to the Parish at the conclusion of each project.

7.3 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 trailer with permanent marking. Each truck or trailer will also be numbered for identification with permanent marking.

7.4 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.

7.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) with exception of dump trucks and non-rubber tired equipment must be approved by St. Charles Parish.

8.0 REPORTING

8.1 The Contractor shall submit a debris collection report of to St. Charles Parish during each day of the term of the activated contract.

9.0 OTHER CONSIDERATION

9.1 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.

9.2 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 St. Charles Parish.

9.3 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.

9.4 The contractor shall meet the following insurance requirements:

- 1) Minimum Limits of Coverage are as follows:
 - a. Commercial General Liability \$1,000,000 each occurrence including, but not limited to, coverage for Products & Completed Operations, Contractual, Personal injury, Advertising injury, etc.; endorsement for pollution occurrence when applicable.
 - b. Business Auto Liability \$1,000,000 combined single limit-including coverage for "any autos", or owned, non-owned and hired autos;
 - c. Workers Compensation/Employers Liability - \$500,000/\$500,000/\$500,000 – coverage for owners, officers, and/or partners shall be included in the policy and a statement of such shall be made by the producer on the face of the certificate provided; (Note: St. Charles Parish does NOT accept exclusions of owners, officers, or partners.); Extension of coverage under USL&H in the above minimum limits when working over navigable waterways;
- 2) Comment section on the Certificate of Insurance shall make reference of the project(s) and location(s): Project: Debris Removal, Type of Work, Location.
- 3) When applicable, the certificate shall make reference as to a Hold Harmless being in favor of St. Charles Parish.

- 4) Parish and its representatives shall be named as an additional insured by policy endorsement on the General Liability and Auto Liability.
- 5) Worker's Compensation Policy shall provide an endorsement for a Waiver of Subrogation in favor of St. Charles Parish.
- 6) Issuing insurer shall endeavor to provide 30 days written notice to Parish Government in case of policy cancellation or substantial policy change.
- 7) Insurance companies must be admitted in the State of Louisiana and have a Best rating of at least "A Class/Category VII".

10.0 MEASUREMENT

10.1 Measurement for debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacity will be adjusted down by visual inspection. Load tickets will document measurement.

11.0 PAYMENT

11.1 Payment for the removal of debris to include all cost associated with loading, hauling and dumping at the designated site will be paid for in accordance with the Contract Schedule of Prices. .

11.2 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.

12.0 TERMINATION

12.1 This contract may be terminated at any time for the convenience of the Parish of St. Charles. If this clause is executed, Parish agrees to pay the contractor for all work completed through the termination date.

12.2 Contractor shall provide evidence of Worker's Compensation coverage, Automobile Liability Coverage and comprehensive General Liability Coverage as specified by above.

13.0 JURISDICTION

13.1 This Request for Proposal and any resulting Contract shall be governed by the Laws of the State of Louisiana.

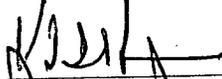
13.2 Exclusive Jurisdiction and Venue: For all claims arising out of or related to this agreement, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

14.0 MISCELLANEOUS

14.1 The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Debris Removal Contract on behalf of the entity.

14.2 In witness thereof, the parties have executed this agreement in (3) three counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

Owner: Parish of St. Charles, Louisiana

By: 

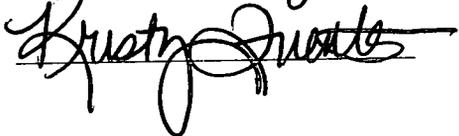
Title: Parish President

Attest: Valerie Berthelot

Contractor:

By: 

Title: Chief Operating Officer

Attest: 

SPECIAL PROVISIONS

SP.01 NOT USED

SP.02 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction the Engineer shall schedule a pre-construction conference. The Contractor shall be represented at the conference by his Project Superintendent, Project Manager, and any other concerned personnel.

Representatives from cognizant departments of St. Charles Parish will be invited as well as representatives of utility companies, (private and public) when necessary.

SP.03 WORK SCHEDULING AND PROGRESS CHARTS - NOT USED

SP.04 NOT USED

SP.05 COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the agreement (or at such other office at the Contractor may from time to time designate in writing to the Owner) or if deposited in the United states mail in a sealed, postage prepared envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to St. Charles Parish, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United states mail in a sealed, postage prepared envelope, or delivered with charges prepaid to any telegraph company for transmission to said Parish at such address, or to such other representative of the Parish or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose. Also, all papers shall be copied to **the Engineers or monitoring firm identified by the Owner.**

SP.6 EQUAL OR APPROVED EQUAL (NOT APPLICABLE)

SP.7 WORKING HOURS

St. Charles Parish will determine actual hours of operation.

SP.8 CONSTRUCTION NOISE

The Contractor shall maintain and operate equipment in such manner as to minimize noise generation to the extent practicable. All engines used on the project shall be equipped with properly functioning mufflers.

SP.9 ALIGNMENT, BENCH MARKS, AND CONSTRUCTION LAYOUT (NOT APPLICABLE)

SP.10 TRAFFIC MAINTENANCE, CONSTRUCTION SIGNING, TEMPORARY SIGNS AND BARRICADES AND PUBLIC SAFETY

With reference to Section 713 of the Louisiana Standard Specifications for Roads and Bridges, 2000 Edition, the Contractor will be required to provide all necessary signs and barricades as shown on the plans in accordance with the Louisiana Manual on Uniform Traffic Control Devices, Construction Section as well as all signs, barricades, blinking lights or other necessary traffic control devices required by the St. Charles Parish Public Works Department.

Signs, barricades, temporary pavement markings, etc. as shown on the plans and arrangements thereof are minimum requirements and shall not be construed as negating requirements of additional proper and special signs and barricades as may be required or any other safety precautions promulgated by the Contractor's insurers or relieving the Contractor of any of his responsibilities for the safety of the traveling public or any liability in connection therewith.

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. The Contractor shall be responsible for installation and maintenance

of all devices and requirements in accordance with the construction signing details for the duration of the construction period.

Additionally, the Contractor will provide sufficient notification to the Police, Fire Departments, School Board, and the office of Public Works of the necessity to close any portion of the roadway carrying vehicles or pedestrians. The Contractors will request final approval of such closings from the Department of Public Works, Parish of St. Charles, and the Emergency Operations Center (EOC) at least 48 hours in advance. At no time will more than one lane of a roadway be closed to vehicles or pedestrians. With any such closings, adequate provision shall be made for the safe expeditious detour movement of traffic.

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 St. Charles Parish Department of Public Works, unless otherwise specified.

The Contractor shall designate person(s) who can be contacted and shall be available on a seven day week, 24 hour basis through the entire period that the Contractor is in force. Name(s) and telephone number(s) of the individuals designated shall be furnished to the owner and the Engineer prior to starting work. The person contacted shall be able to respond to emergencies occurring along the length of the project during normal after work and holiday hours.

SP.11 ACCESS TO DRIVEWAYS

During the construction of the project, the Contractor shall provide temporary access to commercial and residential driveways whenever possible.

SP.12 CONSTRUCTION NOTIFICATIONS

The Contractor shall contact the Police Department, St. Charles Parish Department of Public Works, Emergency Operations Center (EOC), Fire Department, area hospitals, School Board, U. S. Postal Service and trash collection companies at least 48 hours prior to commencement of construction and full or partial closure of roadways/bridges.

SP.13 JOB SITE SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions on the job site, including the safety of all workmen and other persons as well as property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Project Engineer to observe the Contractor's performance for compliance with design drawings and technical specifications is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

SP.14 CLEANING UP

The Contractor **shall at all times keep all** roadways being used by him for ingress and egress to the construction site free from accumulation of waste materials and other debris caused by his construction operation. There will be no direct payment for this operation.

SP.15 UNDERGROUND AND OVERHEAD UTILITIES

Owner does not warranty the known location of any utility. Prior to any type of excavation or debris removal, Contractor shall contact all utility companies (private and public) for the purpose of establishing exact location of utilities in field. Contractor shall perform any necessary exploratory work ahead of his operation as necessary or as directed by the project engineer or utility company for the purpose of establishing exact location of underground utilities and determining whether a conflict will exist with the proposed work. There shall be no direct payment for this work.

The Contractor's attention is called to the presence of overhead and underground power lines, underground gas, and ommunication lines throughout the project. The Contractor is solely responsible for project safety and coordinating his operations with all utility companies.

SP.16 PRIVATE UTILITY RELOCATION

Private utilities located on public rights-of-way which the Contractor requests to be temporarily relocated, disconnected, or de-energized for the convenience of construction or for safety reasons shall be done so at the Owner's expense with prior approval of the Engineer. Initial payment to the proper utility company shall be made by the Contractor and reimbursement to the Contractor shall be made by the Owner. Proper documentation (invoice from utility company) will be required for reimbursement. Handling charges or profit will not be permissible.

SP.17 ENTERGY TRANSMISSION AND DISTRIBUTION LINES

While constructing the project, the Contractor will be working near, and under ENTERGY overhead power lines. Prior to beginning construction, the Contractor shall contact ENTERGY, to coordinate all construction with ENTERGY. The Contractor shall cooperate with ENTERGY, complete the necessary safety precautions, construct the work in accordance with OSHA and NEC requirements, and insure the safety of the site.

The Contractor shall maintain a safe distance from all energized power lines in accordance with OSHA, NEC, and ENTERGY requirements. Contractor shall be responsible for determining the maximum height and reach attainable by any part of any piece of equipment, and after coordinating with ENTERGY determine the height and location of the power line, shall determine the safe clearance which will not be violated. The Contractor shall not work on the line unless the line is de-energized. If the safe clearance will be violated, prior to beginning any operations in the area, the Contractor shall coordinate with ENTERGY to de-energize the line. If the line is to be de-energized but is to remain in-place, rather than being removed, the Contractor shall establish a procedure with ENTERGY to ensure that the Contractor shall have sufficient notice to allow removal of all equipment which may violate the safe clearance from the area prior to the line being re-energized.

These procedures and requirements shall also apply to any buried powerline.

Contractor's full compliance with all procedures and requirements for the overhead and underground power lines noted in this special provision shall be maintained at all times.

SP.18 COOPERATION BETWEEN CONTRACTORS

The Contractor shall be cognizant of the fact that other utilities may be under construction at the same time that this contract is active. There shall be complete cooperation with any other Contractor in the area, and any unavoidable conflicts shall be immediately brought to the Engineer's attention.

SP.19 CONSTRUCTION IN VICINITY OF EXISTING POWER POLES, STRUCTURES, ROADWAYS, SIDEWALKS/DRIVEWAYS, LANDSCAPING, ETC.

Where work is required adjacent to existing power poles or other structures, the Contractor shall have the responsibility to maintain the integrity of the structure by bracing or other means subject to the approval of the Project Engineer and the utility owner. (No direct pay).

The Contractor shall be responsible for protecting all trees, plants, and ornamental shrubbery on the line of or adjacent to the proposed construction, whether these trees, plants and shrubbery are within the street right-of-way or not. Any damaged trees, plants, and ornamental shrubbery shall be replaced in like kind and size at the Contractor's expense.

The Contractor shall at his own expense remove and replace any damaged structures and roadways caused by the performance of his construction work as directed by the Engineer and Owner.

Any damage caused by the Contractor to existing structures along the project limits shall be repaired at the Contractor's cost. All repairs shall be made to the satisfaction of the Engineer or Owner.

SP.20 DISPOSAL OF CONCRETE, ASPHALT AND UNCLASSIFIED EXCAVATION

(NOT USED)

SP.21 DRAINAGE

Contractor shall not impede existing or new drainage during rainstorms or when a storm is imminent. Contractor shall make provisions with officials from Department of Public Works to have equipment present to remove drainage impediments, when storms arise after work hours.

SP.22 PILE DRIVING (NOT APPLICABLE)

SP.23 GRASS CUTTING (NOT APPLICABLE)

SP.24 HAUL TICKETS

The Contractor shall provide multi-copy (5 minimum, different color) haul tickets to be used on this project for vehicular measure type and other unit price 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 quantities used for each haul ticket.

SP.25 PROJECT SIGNS (NOT APPLICABLE)

SP.26 JOB OFFICES (NOT APPLICABLE)

SP.27 PARTIAL USE OF SITE IMPROVEMENTS

SP.28 MEASUREMENT AND PAYMENT

Measurement and payment shall be as specified in the proposal. No direct payment will be made for any item of work normally required for the type of construction involved that is not a pay item on the Schedule of Prices Form.

All measurements for payment shall be made by the Project Engineer or a designated representation (i.e. inspector).

SP.29 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials, equipment, or workmanship, and upon written notice, he shall remove any defects due thereto and pay for any damage due to other work resulting there from which shall appear within one year after date of completion and acceptance.

SP.30 VIDEO TAPING LOCATION OF EXISTING FENCES, STRUCTURES, ROADWAYS, SIDEWALKS, DRIVEWAYS, ETC., ALONG PROJECT LIMITS

(NOT APPLICABLE)

SP.31 EXTENSION OF TIME

Apart from extensions of time for unavoidable delays; no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause (utility relocations/adjustments by others, traffic related matters, etc.) in the progress of the work, whether such delay be avoidable or unavoidable.

SP.32 UTILITY DISRUPTION

If the Contractor or any of his sub-contractors plan to disrupt utility services (sewer, water, electricity, gas, telephone, etc.), to perform any portion of his work, the Contractor shall adhere to the following requirements:

- a. All businesses and residences affected by the disruption of the utility must be given written notice a minimum of forty-eight (48) hours in advance. In addition, the Contractor shall make no less than three (3) attempts to personally contact an individual at each affected business or resident. The first attempt may be while delivering the written notification, and the last attempt should be the evening prior to the disruption.
- b. The Contractor shall not disconnect the utility until after 8:00 a.m. on the morning that the work is to be performed.
- c. The Contractor shall contact each business to determine if special arrangements (such as temporary water supply, port-o-lets, etc.) are necessary during the period of the utility disruption. The Contractor shall not disrupt service until all special arrangements are in place or the Contractor has received approval by the Parish to proceed.

- d. All service must be restored at the end of each day, unless previously approved by the Parish.

SP.33 CONSTRUCTION SEQUENCE, SCHEDULE AND PROGRESS CHARTS

The Contractor shall be required to follow the Construction sequence and schedule set forth in the plans unless he has first obtained written approval from the Engineer for a deviation.

The Contractor shall, within ten (10) days after receipt of the Notice-to-Proceed, prepare and submit to the Engineer for approval, a practical schedule showing the order in which the Contractor proposes to carry on the work, the dates on which he will start the phases of the work, and the contemplated dates for completion of same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at the end of each week, or at such intervals as directed by the Engineer, and shall immediately deliver to the Engineer three (3) copies thereof.

The Contractor shall provide daily reports at the end of each working day to the Engineer stating that all signs and barricades necessary for construction are in place and operable.

SP.34 INSPECTION SAFETY

Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents. Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of their agents or employees, or any other persons at the site or otherwise performing any of the work.

The Engineer under this Contract is performing services solely for the Owner, no benefit is conferred upon any other party and no claim against the Engineer shall accrue to any party other than the Owner as a result of the performance or nonperformance of engineering services and all parties to this Contract, including surety, agree that subrogation of the Owner's rights does not give any other party, including surety, a right to claim against the Engineer.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions on the job site, including safety of all workmen and other persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Engineer (and all of his employees) is to observe the Contractor's construction performance for compliance with the design drawings and technical specifications and is not intended to include any review of the adequacy of the Contractor's safety measures on or off the construction site.

SP.35 SHEETING, BRACING AND FALSEWORK.

(NOT APPLICABLE)

SP.36 PAYMENTS TO CONTRACTORS

All payment requests or invoices must be sent first to the Engineer for review and comment on the proper Parish forms. Contractors who fail to follow this procedure will not be paid on a timely basis due to the unnecessary delays in re-routing the payment requests.

SP.37 REPLACEMENT OF SEWERAGE FACILITIES (NOT APPLICABLE)

SP.38 CONSTRUCTION IN THE VICINITY OF WATER LINES (NOT APPLICABLE)

SP.39 CONTRACT TIME

All Work specified in the Contract Document shall be executed and completed in all details (Final Acceptance) within the time specified in the Work Order. The time allowed for completion of this project includes any time required for final clean-up of this project site.

The Contract shall expire on December 31, 2011, unless Owner and CONTRACTOR exercise an extension allowed by the contract documents.

SECTION 1 DEBRIS REMOVAL

1.0 GENERAL

- 1.1 Contractor shall removal and dispose of all debris at the discretion of the Owner or its representative.

2.0 SERVICES

- 2.1 The Contractor shall provide for debris removal from within the limits of the Parish of St. Charles.
- 2.2 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.
- 2.3 The total amount of debris to be removed under this contract is estimated as shown on the schedule of pay items. Final contract quantity will be adjusted to reflect amount of actual debris collected. There will be no adjustments made to the contract unit prices resulting from the quantity of work performed.
- 2.4 The work shall consist of clearing and removing any and all "eligible" debris (see Section 4.0 for a definition of eligible debris) primarily from the public right-of-way (ROW) of streets and roads, as directed by the Owner. Work will include 1) loading the debris, 2) hauling the debris to an approved landfill, and 3) dumping the debris at the staging area or landfill. At the Owner discretion, the Work may include the reduction of the debris prior to hauling the debris to its final disposal site. The Contractor will make every reasonable effort to remove all eligible debris to include all green waste (leaves, limbs, tree trunks and stumps less than 24 inches in diameter). Although a small amount of leaves and small limbs (twigs) may be left on grassy areas, streets and rights-of-way will be left in a clean and safe condition; meaning all debris will be removed to the Owner satisfaction. Ineligible debris will not be loaded, hauled, or dumped under this contract.
- 2.5 Debris removal shall include all eligible debris found on the ROW within the area designated by the Owner. The Owner 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 Owner. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Owner. Any eligible debris, such as fallen trees, which extends onto 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 private property during the performance of this contract.

- 2.6 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.
- 2.7 The government reserves the right to inspect the site, verify quantities, and review operations at any time.
- 2.8 All work shall be accomplished in a safe manner.
- 2.9 All shall be handled and disposed of in accordance with LDEQ's comprehensive debris Plan for Disaster Clean Up and Debris Management, latest edition, which is available at LDEQ's website at www.deq.louisiana.gov.
- 2.10 All Work shall be performed in accordance with the guidelines provided in FEMA-325 / July 2007, Public Assistance Debris Management Guide.

3.0 LOAD TICKETS AND TOWER LOGS

3.1 "Trip tickets" will be presented to the Owner(s) monitor at the on-load site by each truck driver, and will be used for recording the following information as well as volumes of debris removed and to be disposed of.

3.2 Each ticket will contain the following information:

- Contractor Name
- Ticket Number
- Pick-up Zone/Area (location)
- Date/Time
- Crew Number
- Pick-Up Location
- Truck Volume
- Truck Number
- Percent of Load
- Actual Debris Volume
- Debris Classification
- Comment Section
- Signatures of Parish monitor

- 3.3 Load tickets will be issued by the Owner(s) monitor to the contractor's truck driver, prior to departure from the loading site. The Owner(s) load site monitor will return all but one copies of the ticket to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give all copies to the Owner(s) monitor at the dumpsite; the Owner(s) will validate the information, assess the allowed load volume and record it on the trip ticket, retain the original plus one copy and give the remaining copies to the contractor representative for distribution as appropriate.
- 3.4 Tower Log. The Owner(s) monitor at the dump site shall maintain a "tower log" for each entity delivering loads to the dump site. This includes a log for the contractor vehicles, and a separate log for Owner(s) vehicles. Additional separate logs may be generated as necessary for each entity delivering debris. The monitor will record ticket numbers and approved cubic yard or tonnage,

then place his initials on the log beside each entry. The monitor will retain the original copy and remaining copies will be given to the contractor for distribution as appropriate.

4.0 DEBRIS CLASSIFICATION

- 4.1 Vegetative Debris – is green woody material consisting of trees, limbs, and branches, generated by the clearing of downed and damaged trees. It does not include processed wood or other lumber used in construction.
- 4.2 Construction and Demolition Debris – Non-hazardous waste generally considered not water-soluble, including but not limited to:
- Metal, concrete, brick, asphalt, roofing materials (shingles, sheet rock, plaster), or lumber from a construction or demolition project
 - Furniture, carpet, painted or stained lumber contained in the demolished buildings
 - The incidental mixture of construction and demolition debris with asbestos-contaminated waste. (i.e., incidental asbestos-contaminated debris that cannot be extracted from the demolition debris)
 - Yard Trash (vegetative matter resulting from landscaping and yard maintenance, including tree and shrubbery leaves and limbs, grass clippings, and flowers.)
- 4.3 Hazardous Waste –Hazardous Waste generated as a result of the hurricane event must be separated from the other debris and not considered part of this contract. Household Hazardous Waste (HHW) such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead based paint, or electrical transformers shall be removed by others. Coordination for HHW removal is the responsibility of the Owner(s).
- 4.4 Hazardous Trees – Hazardous Trees as determined by the Owner(s) and be designated to be cut down and removed from the ROW and disposed. Trees will be measured 24 inches above the ground must be at least 12 inches in diameter. Fallen trees (less than 30 degree angle from the ground) shall be removed from the ROW as vegetative debris.
- 4.5 Hangers – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2” or greater diameter. The Contractor, at the direction of the Owner, will remove hangers for a unit price per hanger.
- 4.6 White Goods – Unsalvageable air conditioner, stoves, rangetops, and refrigerators and freezers from which food has been removed.
- 4.7 Freon – Freon from any white goods, such as refrigerators, freezers or air conditioners.
- 4.8 Putrescible Waste – Rotting food that has been removed from unsalvageable refrigerators and freezers.

5.0 DUMPSITES

- 5.1 The Contractor shall use only debris dumpsite designated in St. Charles Parish.
- 5.2 The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- 5.3 The Owner makes no representations regarding the turn-around time at the dumpsite.

- 5.4 The dumpsite operator must provide adequate dust control on all entrances/exits to the dumpsite.
- 5.5 The dumpsite operator must arrange the dumpsite such that there is only one entrance/exits for all trucks/trailer used under this contract. The purpose of this requirement is so that the Owner monitors can observe every truck/trailer entering or exiting the dumpsite.

6.0 PERFORMANCE SCHEDULE

- 6.1 The Contractor shall commence performance within 48 hours of Notice to Proceed on any work order.
- 6.2 The Contractor shall, with the Owner direction, provide a work plan showing where operations will begin. The Contractor will attend daily meetings and provide the Owner with progress reports and plan updates.
- 6.3 Maximum allowable time for completion will be sixty (60) calendar days, per Work Order unless the Owner approves additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal Law.

7.0 EQUIPMENT

- 7.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; by equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Tailgates must be original equipment type gates, any exceptions, such as chain link type fencing must be approved by the Owner. The Owner retains the right to reject unsafe tailgating, such as plastic fencing which is never acceptable. Sideboards or other extension to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operation conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. An Owner representative must approve all requests for extension. Equipment will be inspected prior to its use by the Contractor.
- 7.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs; one attached to each side. The Contractor will furnish these signs to the vehicle operators. The signs will clearly indicate truck number and certified truck weight. Signs will be weatherproof and securely affixed to the bed of the truck or to the bed of the trailer) in the case of tractor-trailers) as appropriate. Magnetic signs are not allowed.
- 7.3 Prior to commencing debris removal operations, the Contractor shall present to the Government'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 measured capacity of the truck bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer sign with permanent markings. Each truck or trailer will also be numbered (see paragraph 7.2 above) for identification with a permanent marking.
- 7.4 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 area during the period of this

contract. Under no circumstances with the Contractor mix debris hauled for others with debris hauled under this contract.

- 7.5 Equipment used under this contract shall be rubbed tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the Parish.

8.0 REPORTING

- 8.1 The Contractor shall submit a report to the Owner during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

Contractor's Name

Contract Number

Number of Crews

Location of work

Day of Report

Daily and cumulative totals of debris removed, by category

- 8.2 Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

9.0 OTHER CONSIDERATIONS

- 9.1 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.
- 9.2 The Contractor must be duly licensed in accordance with the state'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 Owner.
- 9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any sub-contractors acts or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Owner.
- 9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, tribal 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 in accordance with EM 385-1-1.
- 9.5 The Contractor shall be responsible for reasonable damages to private or public property. This includes, but is not limited to, damage to yards, mailboxes, traffic control devices, road surfaces, driveways, and grassy right-of-way. When damage is reported to the Owner, the Contractor will be advised of the damage and is expected to repair said damage in a reasonable amount of time, but in no case in more than two weeks (14 calendar days) from the time the Contractor is notified

of the damage. The Owner reserves the right to inspect and approve of the repairs. The Contractor must complete the repair to the satisfaction of the Owner.

- 9.6 The successful contractor will be required to provide a labor and materials bond and a performance bond equal to the contract amount throughout the life of the project. Labor and materials bond shall be furnished within seventy-two hours of Notice to Proceed.
- 9.7 Minimum Qualifications: All bidders submitting a response to this solicitation shall also meet the following minimum qualifications:

Contractor must provide proof of (5) years experience in Solid Waste Hauling & Storm Debris cleanup.

Have equipment sufficient in number, type, and condition to meet the requirements of this solicitation. The Owner reserves the right to audit/inspect the list of equipment provided in the Equipment Availability Sheet submitted with bid. Failure to submit a complete equipment listing sufficient to meet the requirements of this solicitation is cause and will cause rejection of the bid. The evaluation and acceptability of submitted equipment will be the sole responsibility of the Owner.

10.0 MEASUREMENT AND PAYMENT

- 10.1 Measurement for debris removed will be by the units described in the proposal form. Truck/trailers will be "Certified" and the truck number and measured capacity will be recorded and provided to the Owner representative at the time of certification. Only trucks/trailers on the certified list will be allowed to haul debris under this contract. Certifications must occur prior to the truck/trailers are added to the fleet so that they can be certified in accordance with this paragraph and added to the list. The Owner must be notified by the close of business each day, when trucks are deleted. Trip tickets will document load quantities.

- 10.2 Measurement and Payment for the individual pay items will be as follow:

Items 1, 2, and 3 - Vegetative storm debris picked up at the designated work zone, hauled to and disposed at a final disposal site shall be measured on a per cubic yard basis, rounded to the nearest 1/10th cubic yard.

Items 4, 5, and 6 - Construction and Demolition Debris picked up at the designated work zone and disposed at a final disposal site shall be measured on a per cubic yard basis, rounded to the nearest 1/10th cubic yard.

Items 7, 8, and 9 - Hazardous Tree Removal. Trees will be evaluated by the Owner and be designated to be cut down and stored on the right of way to be removed and disposed under separate pay items. Trees will be measured 24 inches above the ground and must be at least 12 inches in diameter to be measured for payment.

Item 10 - Hangers. Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the Owner, will remove hangers for a unit price per each tree, regardless of the number of hangers in the tree.

Item 11 - White Goods. Contractor shall remove and properly dispose of or recycle white goods on a per each basis for each white good removed from public ROW and properly decommissioned and disposed.

Removal of Freon from Freon-containing white goods and putrescible waste will be paid for under separate contract pay items. The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws

Item 12 - Freon Recovery. The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners in accordance with all federal, state and local rules, regulations and laws by a contractor licensed to perform said work.

Item 13 – Putrescible Waste – Refrigerator contents shall be removed, staged if necessary, and hauled to the Parish’s current contracted municipal solid waste facility will be paid on a per ton basis for each ton of waste properly collected and disposed, measure to the nearest pound. Tipping fees will be paid directly by the Parish.

PAYMENT

- 11.1 The Contractor shall submit certified invoices for completed work. Invoices will be based on verified quantities from the daily operational reports and valid load tickets. The Parish shall have 30 calendar days to the request for approved items.
- 11.2 All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.
- 11.3 Bidder agrees to complete the Work for the prices indicated in the Schedule of Prices.

12.0 RIGHT TO AUDIT

- 12.1 The Contractor shall maintain all books, records, and other documents pertaining to all operations under this contract and shall make all such material available at all reasonable times for inspection and auditing by authorized representatives of the Parish during the contract term, and for a period of three (3) years thereafter. Copies of such documents shall be furnished if required.

The parties will execute a contract based on the solicitation and quotation documents.

SECTION 2 TRAFFIC REGULATIONS

1.0 GENERAL

- A. The Contractor shall be responsible for providing safe and expeditious movement of traffic through constructions 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.

2.0 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.

Traffic control devices shall be in accordance with the "Uniform Manual on Traffic Control Devices" FHWA as a minimum.

- B. 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.
- C. 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.
- D. 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.
- E. The Contractor is responsible for constant monitoring of traffic control devices and must make appropriate changes to correspond to conditions.

3.0 MEASUREMENT AND PAYMENT

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

END OF SECTION

AWARD CRITERIA

- 1. EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.

Qualifications of the

Contractor.....20%

- Number of years of experience in relevant business area
- Number of similar projects
- Background in handling similar size projects
- Degree of experience in all areas of emergency response, management and recovery
- Experience with FEMA reimbursement programs and funding issues
- Proof of satisfactory or better performance on contracts of similar scope and size
- In house client training capabilities

Qualifications of

staff.....15%

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of prospective contractor
- Affirmative Action of prospective contractor
- Education and experience of prospective contractor personnel

FEMA Technical

Approach.....15%

- Experience of prospective contractor in previous similar projects
- Technical approach of the prospective contractor to mobilize and perform the many aspects of the work
- Ability to respond in a timely manner with the necessary resources

Financial

Stability.....15%

- Ability of prospective contractor to continue to proceed until funding becomes available
- Previous financial handling of multiple contracts in multiple disasters
- Invoicing program
- History of satisfactory payment procedures of subcontractors

Price.....
.....**20%**

- Pricing schedule will be evaluated for reasonableness
- All line items must be priced exactly as quoted within the RFP regardless of any alternates which may be proposed

Technical and Reimbursement

Assistance.....**15%**

- Experience of prospective contractor in relation to tracking, recording, and data processing
- Prospective contractors knowledge and experience of Federal reimbursement guidelines
- Experience in emergency debris management plan preparation
- Firms program for NIMS training and certification.

SCHEDULE OF PRICES/BID FORM

Annual Contract for Debris Removal Services

ST. CHARLES PARISH, LOUISIANA

SCP PARISH

SCHEDULE OF PRICES

Item	Description	Estimated Quantity	Unit Price Unite Measure	Bid Amount
1.	Vegetative Debris Removal and Disposal (0-15 miles travel)	40,000	\$ /cu.yd. 6.86	274,400.-
2.	Vegetative Debris Removal and Disposal (15.1-30 miles travel)	20,000	\$ /cu.yd. 6.86	137,200.-
3.	Vegetative Debris Removal and Disposal (greater than 30 miles travel)	20,000	\$ /cu.yd. 6.86	137,200.-
4.	Construction and Demolition Debris Removal & Disposal (0-15 miles travel)	5,000	\$ /cu.yd. 8.88	44,400.-
5.	Construction and Demolition Debris Removal & Disposal (15.1-30) miles travel)	2,000	\$ /cu.yd. 8.88	17,760.-
6.	Construction and Demolition Debris Removal & Disposal (greater than 30 miles travel)	1,000	\$ /cu.yd. 8.88	8,880.-
7.	Hazardous Tree Removal (when directed by the Owner) 12" ≤ Diameter ≤ 24"	400	\$ /each 130.-	52,000.-
8.	Hazardous Tree Removal (when directed by the Owner) 24" < Diameter ≤ 48"	200	\$ /each 250.-	50,000.-
9.	Hazardous Tree Removal (when directed by the City) Diameter > 48"	100	\$ /each 450.-	45,000.-
10.	<u>Hangers</u>	500	\$ /tree 82.-	41,000.-

11.	<u>White Goods</u>	200	\$ 40.- /each	8,000.-
12.	<u>Freon Recovery</u>	200	\$ 35.- /each	7,000.-
13.	<u>Putrescible Waste</u>	500	\$ 10.95 /lb	5,475.-
	<u>TOTAL BID</u>			\$ 828,315.-

John

TOTAL OF ALL ESTIMATED PRICES ABOVE:

(dw)
 (\$ ~~eight hundred thousand~~ *eight hundred twenty eight thousand*
 Dollars. *three hundred and fifteen dollars and no cents*)

TOTAL BID
ST. CHARLES PARISH ANNUAL DEBRIS REMOVAL

The Undersigned, being a qualified bidder, in compliance with your advertisement for bids for St. Charles Parish, Louisiana, Annual Contract for Debris Removal Services, having examined the specifications with related documents proposes to perform Annual Debris Removal Services as needed and authorized by individual Work Order.

TOTAL BID: \$ 828,315.-

(FIGURES)

eight hundred twenty eight thousand, three hundred and fifteen dollars and no cents
 (WRITTEN TOTAL BID IN DOLLARS)

Total bid is to perform as needed Debris Removal Services.

This price is to cover all expenses incurred in performing the work in accordance with the contract drawings and construction specifications of which this bid is part.

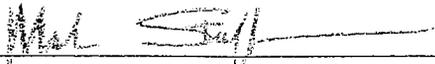
Communications with the Bidder concerning this Bid shall be addressed to:

St. Charles Parish Purchasing Department

15045 River Road, Hahnville, LA 70057

(985) 783-5000

Submitted on July 7, 2009

by: 

(Signature)

Title Chief Operations Officer

BIDDER IS:

AN INDIVIDUAL

By _____
(Individual's Name)

Doing business as: _____

Business address: _____

Telephone No.: _____

A PARTNERSHIP

By _____
(Firm Name)

(General Partner's Name and Signature)

Business address: _____

Telephone No.: _____

~~XX CORPORATION~~ Limited Liability Company

By DRC Emergency Services LLC
(Corporation Name)

Alabama
(State of Incorporation)

Business Address: 6258 Marshall Foch Avenue

Telephone No.: 504-482-2848 New Orleans, LA 70124

A JOINT VENTURE

By _____
(Member's name)

Address _____

By _____
(Member's Name)

Address _____

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of Saint Charles hereby advertises for bids for **Debris Removal Services** under **Project No. P090501** as follows:

Contract Owner: **St. Charles Parish**

Contract Name: **P090501 Annual Contract for Debris Removal**

Principal Work Location: The Contract Work will be located generally throughout the entire parish.

Description of Basic Work: The Contract Work comprises the removal of disaster related debris from scattered sites throughout St. Charles Parish until December 31, 2011 with four (4) one-year extension options.

Bids: Sealed Bids must be received by the ST. CHARLES PARISH COUNCIL, Parish of St. Charles, Louisiana, 15045 River Road, Court House Building, 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 July 9, 2009**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House Building. The Owner reserves the right to reject any and all Bids, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (the Contract Documents and Specifications) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment. They can be obtained from the St. Charles Parish Purchasing Department, 15045 River Road, Court House Building, Hahnville, Louisiana, 70057.

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on June 18, 2009, at 10:00 a.m. at the St. Charles Parish Department of Public Works and Wastewater, 403 Milling Ave., Luling, Louisiana. Attendance of the Pre-Bid Conference is **highly recommended**.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond.

The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required as specified.

Bidders shall be registered by the State Licensing Board for Contractors as Municipal and Public Works Heavy Construction, Demolition, or other similar specialty contractors.

The outside of the bid envelope must contain the submitting firm's name, your Louisiana Contractors License number, the project number, and the project title.

DATED AT Hahnville, Louisiana, this 4th day of June, 2009.

St. Charles Parish Council
V. J. St. Pierre, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
Times Picayune
The Advocate
The Daily Journal of Commerce
McGraw Hill Dodge of Baton Rouge
ISQFT.com
St. Charles Parish Web Site

Thursday, June 4, 2009
Thursday, June 11, 2009
Thursday, June 18, 2009
Thursday, June 25, 2009
Thursday, July 2, 2009

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

DRC Emergency Services, LLC, 740 Museum Drive, Mobile, Alabama 36608

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

SAFECO Insurance Company of America, SAFECO Plaza, Seattle, WA 98185

a corporation duly organized under the laws of the State of WASHINGTON

as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

St. Charles Parish
15045 River Road
Hahnville, Louisiana 70057

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of the Amount Bid----- Dollars (\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

'WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Annual Contract for Debris Removal #P090501
St Charles Parish, LA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty here of between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect..

Signed and sealed this 9th day of July, 2009.

Catherine Bell (Witness)

DRC Emergency Services, LLC

(Principal) (Seal)
Dory Watson-Concell for Robert J. Slatk

Madonna L. Sheer (Witness)

SAFECO Insurance Company of America

(Surety) (Seal)
Andrew P. Underwood

LA Countersigning Agent:
Markham R. McKnight-Lic#113260
Wright & Percy Insurance
P O Box 3809, Baton Rouge, LA 70809

Andrew P Underwood, Attorney-in-Fact



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9958

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

KIMBERLY B. BARHUM; DAVID ROBIN FORTENBERRY; RICHARD TEB JONES; MARY JONES NORVAL; Hattiesburg, Mississippi; CHRIS BOONE; JOHN R. PITTMAN, SR.; SHARON TUTEN; Jackson, Mississippi; JIM E. BRASHIER; TROY P. WAGENER; NORMA J. MCMAHON; LOREN RICHARD HOWELL, JR.; KATHLEEN SCARBOROUGH; Biloxi Mississippi; SCOTT NAUGLE; JOHN B SNEED; WAYNE TIDSALE; Gulfport, Mississippi

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

T. A. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of July, 2009



Dexter R. Legg

Dexter R. Legg, Secretary



ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • Website: www.stcharlesgov.net

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

ADDENDUM # 1

CONTRACT NAME: P090501 ANNUAL CONTRACT FOR DEBRIS
REMOVAL SERVICES

CONTRACT OPENING DATE: JULY 9, 2009

The purpose of this addendum is to inform you of the changes made to the original contract. The changes are as follows:

DISASTER DEBRIS REMOVAL :

Page 2.

- Section 3.0 Load Tickets Subsection 3.2 3rd Sentence
The contractor and the parish will have in place at sites, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site.
- Section 5.0 Dumpsites Subsection 5.1 Was omitted – 5.2 changes to 5.1

Page 3.

- Section 6.0 Performance Schedule and Contract Term
Subsection 6.1 2nd sentence Insertion: 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 Works Order and Notice to proceed issued by the Parish President.)

Page 4.

- Section 7.0 Equipment
Subsection 7.5 2nd sentence Insertion: Excessive size equipment (with exception of dump trucks)

SPECIAL PROVISIONS:

Page SP-1 - changed to page 7

- Section SP.7 Working Hours - Omit paragraph and replace with
(St. Charles Parish will determine actual hours of operation.)

Addendum
Acknowledgement
Mel Staff



ST. CHARLES PARISH

PURCHASING OFFICE

P. O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • FAX (985) 783-5015

Website: www.stcharlesparish-la.gov

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

BOBBY DONALDSON
PURCHASING OFFICER
bdonaldson@stcharlesgov.net

SUSAN WILSON, CPPB
PURCHASING AGENT
swilson@stcharlesgov.net

ADDENDUM #2

CONTRACT NAME: P090501 ANNUAL CONTRACT FOR DEBRIS REMOVAL SERVICES

CONTRACT OPENING DATE: JULY 9, 2009

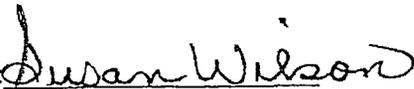
Date: June 26, 2009

The purpose of this addendum is to inform you of a verbiage change on page 17, Section 5.0 Dumpsites – Subsection 5.1.

Sentence should read as follows: The contractor shall use only debris dumpsite designated by St. Charles Parish.

Please replace the attached corrected page 17 in your bid packet. Thank you

Addendum Issued: June 26, 2009

By: 

Susan Wilson, CPPB,
Purchasing Agent
St. Charles Parish

Addendum
Acknowledgement:


CONFIRMATION OF COVERAGE

TYPE OF INSURANCE

POLICY NUMBER

POLICY PERIOD

LIMITS OF LIABILITY IN THOUSANDS (000)

AUTOMOBILE LIABILITY

XSAL-072995

03/01/2008
03/01/2011

- YES NO
- YES NO
- YES NO
- YES NO
- YES NO

- Any Auto
- All Owned Autos
- Scheduled Autos
- Hired Autos
- Non-Owned Autos

Bodily Injury & Property Damage Combined \$ 1.000

EXCESS LIABILITY

GXS-042402

03/01/2009
03/01/2010

- YES NO

Excess Form

Each Occurrence \$ 4.000
Aggregate \$ 4.000

JOB OR PROJECT DESCRIPTION

Project No P090501 - Annual Contract for Debris Removal throughout entire Parish

SPECIAL CONDITIONS

St. Charles Parish Council and its representatives are additional insured on all policies except Workers' Compensation and are provided waiver of subrogation, all if required by written contract.

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate. THE GRAY INSURANCE COMPANY will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon THE GRAY INSURANCE COMPANY


THE GRAY INSURANCE COMPANY
 3601 N. I-10 Service Road West, Metairie, LA 70002

DATE: 10/28/2009