

**CONTRACT DOCUMENTS**

**STORM DEBRIS DISPOSAL 2021**

**DEPARTMENT OF PUBLIC WORKS**

**ST. CHARLES PARISH, LOUISIANA**



**CONTRACTOR: RIVER BIRCH RENEWABLE ENERGY, LLC**



**COMMENCEMENT DATE: APRIL 1, 2022**

**PARISH PROJECT NO.: P210803**

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EXHIBIT A

STORM DEBRIS DISPOSAL 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 **River Birch Renewable Energy, LLC, 2000 South Kenner Road, Avondale, 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 Storm Debris Disposal 2021\_Contract Agreement
  - b. Exhibit B Storm Debris Disposal 2021\_Corporate Resolution or Certificate of Authority or any other authorization required by law
  - c. Copy of Exhibit C Storm Debris Disposal 2021\_Contractor Price Proposal
  - d. General Specifications
  - e. Exhibit D Federal Compliance Provisions
  - f. Copy of Exhibit E Non-Collusion Affidavit
  - g. Copy of Exhibit F Notice of Intent to Award
  - h. Insurance Certificate Original
  - i. Request for Statements of Qualifications and Cost Proposals Storm Debris Disposal 2021 Document (RFP Package)
  - j. Copy of Contractor Submittal Package
  - k. Addendum No. 1, Dated September 14, 2021  
Addendum No. 2, Dated October 4, 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: RIVER BIRCH RENEWABLE ENERGY, LLC

BY \_\_\_\_\_  
ALBERT J. WARD, JR.  
PRESIDENT

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF RIVER BIRCH LLC HELD  
AT THE OFFICE OF THE LLC ON NOVEMBER 1, 2021, AT WHICH  
A QUORUM WAS PRESENT PURSUANT TO NOTICES PREVIOUSLY GIVEN**

The meeting was called to order by the President. Upon motion duly made, seconded and adopted, the following was adopted:

RESOLVED that **Albert J. Ward, Jr, President**, be and he is hereby authorized and empowered to execute all documents related to the following:

Request for Proposal (Project P210803) Storm Debris Disposal 2021 for the Parish of St Charles.

The **President** is further authorized to sign any and all documentation necessary and proper to accomplish the foregoing and to include within such documentation such terms and provisions as the said President should deem necessary and appropriate and which are not inconsistent with the terms as previously agreed to by the parties.

There being no further business, the meeting was adjourned.

**CERTIFICATE**

I, the undersigned Secretary of River Birch LLC hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said LLC on the 1st day of November 2021, at a meeting called pursuant to proper notice, at which a quorum was present and voting and said resolution remains in full force and effect.

Avondale, Louisiana this 1st day of November 2021.

  
Adrea D. Heebe, Secretary

EXHIBIT C

STORM DEBRIS DISPOSAL 2021  
CONTRACTOR PRICE-QUESTION SHEET

Proposal of River Birch LLC (A corporation duly organized under the laws of the State of LOUISIANA).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Storm Debris Disposal 2017 for the Parish of St. Charles, 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.

Vegetative Debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal (including required reduction noted herein). Enter price as dollars and cents to two decimals

\* \$ 4.00 / cu. yd. if delivered as wood chips. \* \$ 4.50 / cu. yd.

Construction and Demolition debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal. Enter price as dollars and cents to two decimals

\$ 4.50 / cu. yd.

Provide a map(Google aerial acceptable) showing landfill location in relation to the nearest St. Charles Parish Line if landfill is located outside St. Charles Parish. Enter one way roadway mileage below to two decimals(enter 0 if within St Charles Parish)

City Avondale Mileage 1.86 Miles

Proposals not affirming the following criteria will not be evaluated:

1. The landfill is a LDEQ approved Type III landfill.  yes  no
2. The landfill has adequate area to have a separate Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to be able to handle daily deliveries and store and reduce the storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site.  yes  no
3. The landfill has sufficient capacity to receive 100% of St. Charles Parish's debris, which is estimated at 100,000 cubic yards at this time.  yes  no
4. The landfill is able to begin receiving storm produced debris within twenty-four (24) hours of Notice to Proceed.  yes  no

Bidder must acknowledge all addendums issued:

Addendum 1 Date 9/14/21 Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Addendum 2 Date 10/4/21 Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Addendum \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR Green Birch LLC  
A. J. Ward

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

PRINT NAME: A. J. Ward, JR.

TITLE: President

PRINCIPAL OFFICE

Address 2900 S. Kenner Rd.  
Avondale LA  
70094

Telephone 504 434 1288

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**STORM DEBRIS DISPOSAL 2021**  
**GENERAL SPECIFICATIONS**

**1. DEFINITIONS. The following items and phrases shall have the meanings set forth below:**

- 1.1 **LDEQ** shall mean the Louisiana Department of Environmental Quality, and agency of the State of Louisiana, and any successor agency, including the U.S. Environmental Protection Agency if it assumes compliance, monitoring and enforcement function currently delegated to LDEQ.
- 1.2 **Landfill** shall mean the landfill owned and operated pursuant to its permit issued by LDEQ and any renewals or modifications thereof or successor permits.
- 1.3 **Cubic Yard** shall mean 27 cubic feet. In calculating cubic yards, the rated volume of a truck body shall be assumed as the actual volume of that truck body.
- 1.4 **EPA** shall mean the United States Environmental Protection Agency, or any successor agency.
- 1.5 **Excluded Waste** shall mean automobiles, tires (but only to the extent of disposal of tires that is prohibited under applicable Laws), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not comply with federal and state regulations and contractor's acceptance guidelines for treatment prior to disposal), materials which are radioactive, volatile, highly flammable, explosive or toxic, Hazardous Waste, or any other waste or material which is prohibited from disposal in the Landfill by Laws and by any of the terms and conditions of any permits, licenses, or approvals related to the Landfill and Contractor's operation of the same. Excluded waste shall also mean that waste which is suitable for a Type I or Type II facility, as defined by LDEQ regulations.
- 1.6 **FEES** shall mean the gate rates established by Contractor for the disposal of Storm Generated Debris, as annually adjusted as set forth herein.
- 1.7 **Force Majeure** shall mean any act, event for condition, which act, event or condition is without the fault and beyond the responsible control of Contractor or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, and act of public enemy, war, blockage, insurrection, riot, general arrest of restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, so long as labor practices do not precipitate or prolong the strike, work slowdown or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local courts, administrative agency or government office or body; (iv) so long as such is not caused by the fault of the Contractor, the denial, loss, suspension, expiration, termination, delay or failure of renewal of any permit, license or other, government approval required to operate (including, without limitation, those required to operate the Sanitary Landfill); (v) the federal, state, county or local law, rule, permit, regulation or ordinance after the date hereof applicable to the Landfill, Contractor or Contractor's affiliates; or (vi) if Contractor is for any reason (not a result of any act or omission on the part of Contractor) delayed or barred by governmental or judicial action for all or a significant percentage of the Fees, as may be from time to time adjusted, and any other payments that may become due and owing. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Landfill Site to accept waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all responsible steps to overcome the cause of cessation of service.

- 1.8 **Gate Fee** shall have the meaning set forth in Section 11.1 of this Agreement.
- 1.9 **Hazardous Waste** shall mean all waste defined or characterized as hazardous waste or hazardous substance by EPA or any other agency pursuant to the federal solid Waste Disposal Act (42 U.S.C. 6901 ff), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 ff) or solely for the purpose of this Agreement, as a toxic substance or mixture regulated pursuant to Section 6 of the Toxic Substances Control Act (15 U.S.C. 2601 et seq.) and all future amendments to any of the foregoing, and all regulation promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time, and all waste defined or characterized as a hazardous waste of hazardous substance by Louisiana Laws.
- 1.10 **Laws or Law** shall include valid and applicable federal, state, local statutes, ordinances, rules regulations, orders, decrees and permit conditions.
- 1.11 **Service Area** shall mean the geographic area composed of the specific Louisiana Parishes as set forth in the operating permit issued and administered by LDEQ with respect to the Landfill, including any future additions.
- 1.12 **Service Commencement Date** shall mean the Start Date in the Notice to Proceed given by the Parish for each Presidentially Declared Disaster. The Notice to Proceed will also include the End Date for that particular Presidentially Declared Disaster.
- 1.13 **Site** shall mean the geographic area encompassing the Landfill.
- 1.14 **Storm Generated Debris** shall mean only vegetative and construction and demolition debris generated by storms and other natural disasters suitable for a Type III facility, as defined by LDEQ regulations. Storm generated debris does not include any excluded waste or special waste as defined herein.
- 1.15 **Special Waste** shall mean those waste requiring specific processing, handling or disposal techniques as determined necessary by LDEQ which are different from the techniques normally utilized for handling or disposal of municipal solid waste. Examples of such waste types include, but are not limited: mining waste, fly ash; bottom ash; sludges; drilling fluids and drill cutting; asbestos; industrial waste; liquid waste; large dead animals and residue, or medical waste.
- 1.16 **State** shall mean the State of Louisiana.
- 1.17 **Subtitle D** shall mean 4 CFR, Part 258, as promulgated by EPA and published in the Federal Register at 56 Fed. Reg. 50978 on October 9, 1991, and corresponding LDEQ regulations, as may from time to time be revised by EPA and/or LDEQ.
- 1.18 **Ton** shall mean 2,000 pounds.
- 1.19 To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary landfills and that are defined in the LDEQ Solid Waste Regulation, as amended, shall have the respective meaning as defined in said act.

## 2. **SCOPE OF WORK.**

- 2.1 **General.** As of the Service Commencement Date, Contractor agrees to furnish all labor, material, equipment and land for the disposal of Storm Generated Debris. All costs of the landfill operation will be borne by the Contractor. Subject to the terms and conditions of this Agreement, the Contractor shall provide to the Parish disposal of Storm Generated



Debris generated within the jurisdiction of the Parish, and delivered by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish.

2.2 **Operation and Maintenance Responsibilities.** The Contractor, shall at its sole cost and expense, furnish all labor and material, equipment and land necessary to operate and maintain in good, clean and orderly condition consistent with the normal operation of a landfill and shall comply with all legally enforceable requirements imposed by regulatory agencies. The landfill must be able to begin receiving storm produced debris within twenty- four (24) hours of Notice to Proceed.

A tower approximately eight (8) feet high at the floor with safety walls and stairs needs to be provided large enough to hold up to three (3) people safely at each TDSRS and final landfill location or at one central site if areas are in close proximity to each other. Additional towers may be erected to improve traffic flow through the TDSRS. The owner will provide a quality assurance inspector, or inspectors, to be located at this site to handle the haul tickets. All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Owner. Additional items incidental to the work are considered as part of the project scope. All work will be in general conformity with the local, State, and Federal laws and regulations.

If the turnaround time for the debris vehicles exceeds 45 minutes from time the vehicles arrive at the landfill to the time the vehicles deposit the debris and leave the landfill, the Owner reserves the right to direct the landfill operator to increase access points, roads, or towers as necessary to achieve the specified turnaround time. The landfill shall have sufficient capacity to receive 100% of St. Charles Parish's debris.

2.3 **Disposal.** Subject to the terms and conditions of the Agreement, Contractor shall at the Landfill provide to the Parish disposal services for all Storm Generated Debris within the Parish.

2.4 Contractor acknowledges its responsibility to comply with the closure and post-closure requirements established by LDEQ and EPA for the Landfill and agrees to perform and pay for the same.

3. **TERM.** 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.

4. **HOURS.** Subject to (i) Force Majeure and (ii) temporary closing due to inclement weather, equipment problems, safety concerns and similar events beyond Contract's reasonable control, the Landfill shall be open between the hours of 6:00 A.M. to 7:00 P.M., local time, Monday through Sunday, excepting holidays or as long as daylight hours are available.

5. **HOLIDAYS.** The following shall be holidays for the purpose of this Contract:

New Years' Day   Independence Day   Christmas Day Mardi Gras  
Day                      Labor Day  
Memorial Day      Thanksgiving Day

The Contractor may decide not to observe any of these holidays.

6. **APPLICABLE LAWS.** The Contractor and the Parish shall comply, in all material respects, with all Laws applicable to this Contract. The parties to this contract agree that the Laws of the State of Louisiana shall govern the validity, construction, interpretation and effect of this contract.

7. **JURISDICTION.**

- 7.1 The Request for Proposals and any resulting Contract shall be governed by the Laws of the State of Louisiana.
- 7.2 Exclusive Jurisdiction and Venue: For all claims arising out of or related to this agreement, 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 pleas of jurisdiction based upon the Contractor's residence or right to federal court based upon diversity of citizenship.

8. **OPERATION STANDARDS.**

- 8.1 **Permits.** The Contractor shall use its reasonable best efforts to maintain all necessary permits, licenses and approvals required by all governmental entities having jurisdiction over the Landfill to operate same in accordance with the terms and conditions of this Agreement.
- 8.2 **Operation of the Sanitary Landfill.** Nothing in Agreement shall be construed as giving to the Parish or any other person or entity the right to exercise control over the business or operation of the Contractor (including, without limitation the operation of the Landfill) or to direct in any respect the manner in which Contractor's business and operations (including, but not without limitation, the operation of the Landfill) are conducted. Contractor shall have full, complete, and sole discretion and control over all aspects of the operation of the Landfill.

9. **INSURANCE.**

- 9.1 The Contractor shall obtain the following types of insurance naming the Parish as an additional insured, in at least the limits specified below:
  - 9.1.1 General Liability: \$1,000,000 per each occurrence;
  - 9.1.2 Automobile Liability: \$500,000 bodily injury and property damage, combined single limit per each occurrence;
  - 9.1.3 Property Damage: \$500,000 each occurrence;
  - 9.1.4 Workmen's Compensation: Statutory;
- 9.2 Provided, however, that in all events the Contractor shall meet the financial requirements for landfill operations, landfill closure, landfill post-closure card, and any other financial requirements related to landfill operation established by LDEQ and/or EPA.
- 9.3 All policies evidencing the insurance required by the terms of the preceding paragraph shall be acquired and maintained in generally recognized responsible insurance companies, admitted to do business in and qualified under the laws of the State of Louisiana and may be written with co-insurance provisions and deductible amounts comparable to those applicable to similar policies carried by persons engaged in businesses of like size and type as the Contractor with respect to properties similar to the Landfill.
- 9.4 The Contractor may self-insure for all or any part of the above coverages with the prior written consent of the Parish, which consent shall not be unreasonably withheld.
- 9.5 Any policies required by this Agreement may be contained in blanket policies.

9.6 The Contractor shall comply with the provisions of all applicable Worker's Compensation Laws. The Contractor shall supply or cause to be supplied to the Parish certificates of insurance evidencing such coverage as described herein.

9.7 The Contractor shall defend, indemnify and save harmless the Parish and its officers, agents, employees and those to whom it has contracted for collection services from and against any and all claims, demands, liability, penalties, damages, expenses and judgments of any nature directly caused and arising out of the contractor's operations of the Disposal Site, or failure to perform services in accordance with this Agreement or under CERLA or RCRA or equivalent state or local law.

9.8 For all purposes under Louisiana Law, St. Charles Parish is recognized as the statutory employer of contractor.

10. **LANDFILL RULES AND REGULATIONS.**

10.1 The Contractor shall have the right to establish other reasonable rules, regulations, standards and policies necessary, appropriate or desirable for the operation of the Landfill, including regulations concerning access, safety, operation and types of substances to be deposited in the Landfill; provided that nothing herein shall permit the Contractor to establish or change any rule, regulation, standard or policy established in this Agreement to allow Hazardous Waste to be disposed of at the Landfill.

10.2 All rules, regulations, and policies established by the Contractor shall be delivered to the appropriate offices of the Parish. Provided, however that non-receipt by the Parish of such rules, regulations or policies shall not act the validity or effectiveness of the same.

10.3 When entering the Site or delivering Storm Generated Debris to the Landfill, the Parish and its officials, agents, employees and contracted haulers shall comply with all rules, regulations, standards and policies established by the Contractor or otherwise applicable to the Landfill.

11. **COMPENSATION AND BILLING.**

11.1 The Gate Fee for the Storm Generated Debris generated within the Parish, whether collected by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish and delivered to the Landfill shall be at the rates specified in **Exhibit C**, both rates inclusive of the handling, storage, and reduction of the Storm Generated Debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and final disposal. Payment will be made per cubic yard based on the truck volumes measured by the Owner, and as modified by the Owner based on visual inspection of the actual load.

11.2 For each load of Storm Generated Debris delivered to the Landfill, the Contractor shall verify the volume thereof determined by the Parish or its agent, as appropriate, and shall compute the applicable Gate Fee, and shall give a copy of the receipt to the Parish or its agent and shall maintain a copy of such receipt.

11.3 The Gate Fee shall be adjusted upward or downward on **January 1, 2022** 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, 2022 and each succeeding year thereafter the Contractor shall

compute the most recent percent increase or decrease in the CPI which is then available and the gate fee, as previously adjusted, shall be further adjusted. 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 gate fee, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2022, and each year thereafter.

12. **NOTICES.**

12.1 Notices of conditions or situations affecting the work to be performed under this Agreement shall be given in writing between designated personnel of the Contractor, and the Parish.

12.2 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:

12.2.1 If to the Contractor: Contact Information

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

13. **WASTE OWNERSHIP.** The Parish agrees that all Storm Generated Debris deposited into the Landfill shall be the property of the Contractor.

14. **DISPOSAL RIGHTS.** The Parish shall cause all Storm Generated Debris collected through the Parish's Disaster Debris Removal under jurisdiction of its governing authority to be disposed at the Landfill.

15. **DISPOSAL BY OTHER PARTIES.** No other parties than the Parish, in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish will be allowed to dispose of Storm Generated Debris at the Landfill under this Agreement.

16. **RIGHT OF INSPECTION AND AUDIT.** The Parish agrees that the Contractor has the authority to inspect any vehicle, load or volume of waste brought to the Landfill for violations of Laws or violations of this Agreement. It shall be the responsibility of the transporter to manage the rejected load in a prudent and legal manner. The Parish shall have the right to inspect and copy (at its expense) at any reasonable time those records of Contractor, which relate to the Parish.

17. **HAZARDOUS AND INFECTIOUS WASTE.** The parties hereto agree that the Landfill will not be licensed, permitted or intended for the disposition of Hazardous Waste OR Infectious Waste. The Contractor agrees that it will not accept any hazardous waste or any substances prohibited from disposition in sanitary landfills by Law.

18. **CONTRACTOR'S STATUS.** Contractor is an independent contractor and not any agent or representative of the Parish.

19. **LDEQ PERMIT.** Contractor agrees to use its due diligence to maintain all necessary permits or approvals required by Law for the operation of the Landfill.

20. **ATTORNEY'S FEES.** If, as result of a breach or default hereunder, any party hereto shall be caused to employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant, or

Agreement contained in this Agreement, the non-prevailing party shall pay such other party reasonable attorney's fees and other reasonable expenses so incurred.

21. **SEVERABILITY**. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **GOVERNING LAW**. This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
23. **REPRESENTATIONS**.
  - 23.1 The Parish makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
    - 23.1.1 It has been granted by statute the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder; and
  - 23.2 The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
    - 23.2.1 The Contractor is a corporation organized under the laws of the State of Louisiana and qualified to do business in the State of Louisiana, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement; and
    - 23.2.2 The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.
24. **NON-DISCRIMINATION**. The Contractor shall not discriminate against any person because of race, sex, creed, color, aged, religion or national origin.
25. **ENTIRE AGREEMENT: EFFECTIVE DATE**.
  - 25.1 This Agreement contains the entire Agreement of the parties and supersedes all prior negotiations, agreements and oral understandings, if any, between the parties hereto. The terms and conditions of the proposal submitted by the contractor are incorporated herein by reference. Any amendments to this Agreement must be reduced to writing and duly signed by each party to this Agreement.
  - 25.2 This Agreement becomes effective on the **January 1, 2022**, and shall be binding upon and shall inure to the benefit of the Parish and the Contractor, and the Contractor's successors and assigns.
26. **TERMINATION**
  - 26.1 **Termination for Cause**. See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
  - 26.2 **Termination for Convenience**. See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
  - 26.3 **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.
  - 26.4 **Payment following Termination**. The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **EXHIBIT D**

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

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19. PERSONNEL

20. ANTI-KICKBACK RULES

21. ASSIGNABILITY

22. FEDERAL LABOR STANDARDS PROVISIONS

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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 contacting 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

SOLID WASTE COLLECTION 2021  
NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

ALBERT J. WARD, JR, being first duly sworn, deposes and says that:

- (1) He is the PRESIDENT of RIVER BIRCH RENEWABLE ENERGY LLC (Owner, Partner, Officer, Representative or, Agent) the Bidder, and that 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 RIVER BIRCH RENEWABLE ENERGY LLC

AW

Title PRESIDENT

Subscribed and sworn to before me

this 12<sup>th</sup> day of January, 2022 at Luttrell, Louisiana

My commission expires with life

SEAL

[Signature]  
Notary # 067970

## **NOTICE OF INTENT TO AWARD**

February 8, 2022

TO: Albert J. Ward, Jr., President  
River Birch Renewable Energy, LLC  
2000 South Kenner Road, Avondale, Louisiana 70094

PROJECT NAME: Storm Debris Disposal 2021

PROJECT NO: P210803

To Whom It May Concern:

You are hereby notified that your bid dated November 18, 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 Four Dollars and Fifty Cents (\$ 4.50 ) per cubic yard for both vegetative debris and construction and demolition debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-Up and Debris Management, and disposal (including required reduction). The Contract Price of this award also includes debris delivered as



wood chips, and the price is Four Dollars (\$4.00) per cubic yard.

**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*  
*Project File*  
*Michelle Impastato - Parish Council Secretary*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1615 Poydras St Suite 700 New Orleans LA 70112	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 504-619-1025      FAX (A/C, No): 504-587-0766 E-MAIL ADDRESS: Liz_LaGrange@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> River Birch, LLC 2000 South Kenner Road Avondale, LA 70094	<b>INSURER A :</b> AIG Specialty Insurance Company      26883	
	<b>INSURER B :</b> Commerce and Industry Insurance Company      19410	
	<b>INSURER C :</b> Louisiana Workers' Compensation Corp      22350	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		


**COVERAGES**      **CERTIFICATE NUMBER:** 884594736      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EG 2191258	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal \$ 10,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CA 5772671	1/27/2021	1/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EGU 2191266	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	150316	1/27/2021	1/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			EG 2191258	1/27/2021	1/27/2022	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Landfill & Natural Gas Plant  
Adrea Heebe is excluded from Workers Comp coverage.

General Liability coverage includes blanket additional insured, blanket waiver of subrogation, and primary/noncontributory status for the certificate holder when required by written contract with the insured. Auto Liability coverage includes blanket additional insured and blanket waiver of subrogation for the certificate holder when required by written contract with the insured. Workers Comp coverage includes blanket waiver of subrogation and blanket alternate employer endorsement when required by written contract with the insured. Excess Liability coverage follows primary GL, Auto, and WC coverage. A 30-day Notice of Cancellation is granted to the certificate holder.

<b>CERTIFICATE HOLDER</b>  St. Charles Parish P O Box 302 15045 River Road Hahnville LA 70057 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**REQUEST FOR PROPOSALS**

**PROJECT P210803**

**STORM DEBRIS DISPOSAL 2021**



**AUGUST 3, 2021**

**15045 River Road Hahnville, Louisiana 70057**

**STORM DEBRIS DISPOSAL 2021  
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**PUBLIC NOTICE**  
**Storm Debris Disposal Contract 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 operating qualified Type III landfills that have sufficient area for a Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to handle daily deliveries, store, and reduce storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site. Beginning **Thursday, August 12, 2021** the Proposal Package can be obtained from the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Office hours are Monday – Friday 8:30 a.m. to 4:00 p.m. Telephone number is 985-331-8604.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Tuesday, September 14, 2021 at 11:00 a.m.** at the St. Charles Parish Contract Monitor's Office located 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.

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 DISPOSAL 2021 INSTRUCTIONS TO CONTRACTOR**

St. Charles Parish (SCP) hereinafter referred to as "Owner" can be declared a federal disaster area due to the effects of storms and other disasters. In order to dispose of the debris caused by these events and receive federal reimbursement, St. Charles Parish is requesting proposals from LDEQ approved Type III landfills (disposal sites) to receive, reduce as required by LDEQ, and store for final disposal the storm generated debris that has been collected throughout the Parish by independent contractors or Parish owned vehicles. For this proposal, debris is defined as vegetative and construction and demolition debris defined in LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management, revision 8/2/15. Construction and demolition debris mixed with vegetative debris or bagged vegetative debris delivered by the debris contractor shall be considered construction and demolition debris. **All other debris (including hazardous waste, white goods, municipal solid waste, electronics, and other waste that requires disposal into a Type I or II landfill) are excluded from this proposal.** The Owner will accept proposals from qualified landfills that have adequate area to have a separate Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to be able to handle daily deliveries and store and reduce the storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site. The reduction method(s) chosen shall be submitted to the Parish prior to commencement of operations.

### **1. 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 Proposals Storm Debris Disposal 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 Disposal 2021"**.

### **2. 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 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 Disposal 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. 1 and marked "**Sealed Proposal Enclosed – Storm Debris Disposal 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.

**3. EVIDENCE OF INSURANCE**

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 10.00 of the General Specifications.

**4. 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 a, b, and h, listed in exhibit A within seven (7) days after his receipt of formal notice of intent to award. 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.

**5. 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.



## 6. **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.

## 7. **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, Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana, Attn: Chandra Sampey 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.

**8. 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 entitles, 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.

**9. 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:

- a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- b) Evidence, in form and substance satisfactory to the Parish that Contractor has been in existence as a going concern in excess of three (3) years' operating as a Type III Landfill.

- c) Evidence, in form and substance satisfactory to the Parish, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- d) 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.
- e) 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.

#### **10. 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.

- a) Evidence of collusion among Contractors.
- b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- c) 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.
- d) Default on a previous parochial or municipal contract for failure to perform.

#### **11. BASIS OF PROPOSAL**

Proposals are solicited on the basis of unit cost, qualification questions, and landfill location distance from St. Charles Parish.

#### **12. 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.

**13. 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.

**[This Space Left Blank Intentionally]**

## STORM DEBRIS DISPOSAL 2021 PROPOSAL EVALUATION

### 1.0 PROPOSAL EVALUATION PROCESS

St. Charles Parish (SCP) will evaluate all proposals by awarding points based on cost, location of landfill from SCP, and answers to several qualification questions. 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 SCP determines that further discussions are necessary, written submissions, oral discussion, or presentations may be required from selected offerors so that SCP make an effective evaluation.

The Total Proposal Score (TPS) is the calculated sum of the Cost Score plus the Mileage Score. The maximum Total Proposal Score is 100 points.

### 2.0 EVALUATION CRITERIA

#### Cost

Evaluation of cost will be based on prices listed in the Contractor Price Proposal Exhibit C. SCP will use these prices and calculate a score based on the following formula and will have a maximum of 65 points

Total Proposal Price (TPP) = Vegetative Price + C&D Price

Total Lowest Proposal Price (TLPP) = Lowest TPP of all submittals

Cost Score =  $TLPP/TPP \times 65.00$  rounded to 2 decimal places

#### Mileage

Evaluation of the landfill site location will be based on an acceptable **truck route distance** of the landfill location from the nearest SCP parish line if the site is located outside of SCP. Landfill site within SCP will have a mileage of zero (0). Determination of the distance by using Google Maps is acceptable. The mileage score will be calculated based on the following formula and will have a maximum of 35 points.

Mileage Score =  $35.00 - \text{Route Miles}$  rounded to 2 decimal places

## Qualification Questions

Contractor qualification will be evaluated on **affirmative** answers to the following questions. Any question answered **NO** may disqualify the proposal. Affirmative answers to these questions will not be an all-inclusive determination of proposer's qualifications and SCP reserves the right to request additional information concerning a proposer's qualification in meeting contract requirements.

1. The landfill is a LDEQ approved Type III landfill. \_\_\_\_\_yes\_\_\_\_\_no
2. The landfill has adequate area to have a separate Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to be able to handle daily deliveries and store and reduce the storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site. \_\_\_\_\_yes\_\_\_\_\_no
3. The landfill has sufficient capacity to receive 100% of St. Charles Parish's debris, which is estimated at 100,000 cubic yards at this time.  
\_\_\_\_\_Yes \_\_\_\_\_no
4. The landfill is able to begin receiving storm produced debris within twenty four (24) hours of Notice to Proceed. \_\_\_\_\_yes\_\_\_\_\_no

**[This Space Left Blank Intentionally]**

**STORM DEBRIS DISPOSAL 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 Disposal 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 Disposal 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 listed in Exhibit "C".

**Submittal Document and Scanned Electronic File**

3(three) original and 1(one) copy of the proposal documents must be submitted in the order below 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 USB Thumb Drive.

**Title Page**

With heading “Submittal by your company for **St. Charles Parish – Proposal for Storm Debris Disposal 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" Contractor Price Proposal and Questionnaire**

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

**Copy of LADEQ Permit and other required licenses**

**Insurance Certificate**

**Certified Financial Statement. If you wish to keep your statement confidential, submit a copy of a redacted statement with your submittal. Mark both copies CONFIDENTIAL.**

EXHIBIT A

STORM DEBRIS DISPOSAL 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 Storm Debris Disposal 2021\_Contract Agreement
b. Exhibit B Storm Debris Disposal 2021-Corporate Resolution or Certificate of Authority or any other authorization required by law
c. Copy of Exhibit C Storm Debris Disposal 2021\_Contractor Price Proposal
d. General Specifications
e. Exhibit D Federal Compliance Provisions
f. Copy of Exhibit E Non-Collusion Affidavit
g. Copy of Exhibit F Notice of Intent to Award
h. Insurance Certificate Original
i. Request for Statements of Qualifications and Cost Proposals Debris Disposal 2021 Document(RFP Package)
j. Copy of Contractor Submittal Package
k. 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

OWNER: ST. CHARLES PARISH

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

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

ATTEST

CONTRACTOR:

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

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



EXHIBIT C

STORM DEBRIS DISPOSAL 2021  
CONTRACTOR PRICE-QUESTION SHEET

Proposal of \_\_\_\_\_ (A corporation duly organized under the laws of the State of \_\_\_\_\_).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Storm Debris Disposal 2017 for the Parish of St. Charles, 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.

Vegetative Debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal (including required reduction noted herein). **Enter price as dollars and cents to two decimals**

\$\_\_\_\_\_.\_\_\_\_\_/cu. yd.

Construction and Demolition debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal. **Enter price as dollars and cents to two decimals**

\$\_\_\_\_\_.\_\_\_\_\_/cu. yd.

Provide a map(Google aerial acceptable) showing landfill location in relation to the nearest St. Charles Parish Line if landfill is located outside St. Charles Parish. Enter **one way** roadway mileage below **to two decimals**(enter 0 if within St Charles Parish)

City \_\_\_\_\_ Mileage \_\_\_\_\_ Miles

**Proposals not affirming the following criteria will not be evaluated:**

1. The landfill is a LDEQ approved Type III landfill.      \_\_\_\_yes      \_\_\_\_no
  
2. The landfill has adequate area to have a separate Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to be able to handle daily deliveries and store and reduce the storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site.      \_\_\_\_yes      \_\_\_\_no
  
3. The landfill has sufficient capacity to receive 100% of St. Charles Parish's debris, which is estimated at 100,000 cubic yards at this time.      \_\_\_\_yes      \_\_\_\_no
  
4. The landfill is able to begin receiving storm produced debris within twenty-four (24) hours of Notice to Proceed.      \_\_\_\_yes      \_\_\_\_no

**Submittal by River Birch LLC for  
St. Charles Parish – Proposal for Storm Debris Disposal 2021**

River Birch LLC  
2000 S Kenner Road.  
Avondale, LA 70094

Submitted 11/18/21

# Hwy 90 Landfill to St. Charles Parish Line.

- Legend**
- 5000 US-90
  - 5800 HWY 90 W AVONDALE LA 70094
  - Hwy 90 Landfill to St. Charles Parish Line

5800 HWY 90 W AVONDALE LA 70094

River Birch Landfill

C & D Landfill

5000 US-90



Permit No: P-0374R1  
AL No: 100642



OFFICE OF ENVIRONMENTAL SERVICES

# Solid Waste Standard Permit

Pursuant to the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.), and the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2001 et seq.), rules and regulations effective or promulgated under the authority of said Acts, and in reliance on statements and representations heretofore made in the application, a solid waste standard permit is issued authorizing

Hwy. 90 LEC - Hwy 90 C&D Landfill

Facility Type: Type III C&D and Woodwaste Landfill

Location: 5000 Hwy 90 in Avondale  
Jefferson Parish

to dispose solid waste in accordance with the standards set forth in this permit.

This permit and the authorization to dispose/process shall expire ten (10) years from the effective date of the permit.

Issued and effective on June 30, 2014

  
\_\_\_\_\_  
Sam L. Phillips  
Assistant Secretary



November 1, 2021

Parish of St. Charles  
Records Office  
15045 River Road  
Courthouse 3<sup>rd</sup> Floor  
Hahnville, LA 70057

Re: **Proposer: River Birch, LLC**  
**Proposal Name: Storm Debris Disposal 2021**  
**RFP#: P210803**

To Whom it May Concern,

This letter is written to demonstrate the proposer's financial stability and to offer independent support for the proposers' abilities to provide the financial resources necessary to provide the scope of services required by the Parish of St. Charles.

Our firm performs the financial statement audit for River Birch, LLC, and I can hereby certify that the consolidated group including the proposer, based on audited financial statements for the calendar year 2020, has a net worth of more than \$50,000,000.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Neyrey".

Kevin M. Neyrey, CPA  
Partner

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

**Storm Debris Disposal 2021  
P210803  
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 DISPOSAL 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 11:00 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 Disposal 2021  
P210803  
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 DISPOSAL 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 11:00 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