

Ord.

2001-0059

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 01-3-3

An ordinance to approve an Agreement for Disaster Recovery Services with DRC, Inc.

WHEREAS, St. Charles Parish may, from time to time, experience massive destruction wrought by the impact of a hurricane, violent storms and/or tornadoes; and,

WHEREAS, it may be necessary to provide massive disaster recovery services to preserve and protect the health and safety of the citizens of St. Charles Parish; and,

WHEREAS, DRC, Inc. is an experienced Disaster Recovery Company that is capable of providing Emergency Services to St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement For Disaster Recovery Services by and between St. Charles Parish and DRC, Inc. is hereby approved.

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

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

- YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, BLACK, MARINO, MINNICH
- NAYS: AUTHEMENT
- ABSENT: NONE

And the ordinance was declared adopted this 19th day of March, 2001, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Barry Minnich

Acting SECRETARY: Nicole Breaux

DLVD/PARISH PRESIDENT: 3-20-01

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Albert D. Laque

Acting RETD/SECRETARY: 3-20-01

AT: 3:45 PM RECD BY: NB

AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT made and entered into this 5th day of April, 2001, by and between St. Charles Parish (hereinafter referred to as "Parish") and DRC, Inc. hereinafter referred to as "CONTRACTOR"

WHEREAS, St. Charles Parish is located in the State of Louisiana and, as such may experience massive destruction wrought by the impact of a hurricane landfall, violent storms, spawning tornados as well as other natural and/or manmade disasters ("Events"); and

WHEREAS, it is foreseen that it may be necessary to provide for debris management and disaster recovery technical assistance to appointed and elected officials of the Parish, resulting from these Events; and

NOW, THEREFORE, CONTRACTOR, for good and valuable considerations acknowledged by the parties, that the Parish agrees to exclusively utilize CONTRACTOR after an emergency declaration for St. Charles Parish is issued by the President of the United States of America for public assistance and a notice to proceed is issued by the the Parish President. Nothing in this agreement shall prohibit the Parish from utilizing its own employees and equipment for any required work and said parties hereto agree as to the following:

SCOPE OF SERVICES ONE – DEBRIS MANAGEMENT

It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting from an Event. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. Specifically the Scope of Services will include the items listed in Attachment 1 and priced in Attachment 2 of this Agreement under the corresponding heading.

SCOPE OF SERVICES TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials of the Parish. This service shall include Program Management Assistance. Specifically the Scope of Services will include the items listed in Attachment 1 and priced in Attachment 2 of this Agreement under the corresponding heading.

SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

PERMITS AND LICENSES

The CONTRACTOR shall not be held responsible to secure permits and/or licenses which the requirements for same have or will be waived due to a declaration of an emergency or disaster.

SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the _Parish____'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the _Parish____ for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

CHANGES IN SERVICES

The _Parish____ may at any time, as the need arises, order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms or conditions of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the _Parish____ and the CONTRACTOR. All changes must be recorded on a written Contract Change Order and approved by ordinance of the St. Charles Parish Council before CONTRACTOR may proceed with the changes to the Services provided.

TERM OF AGREEMENT

The term of this Agreement shall be for five consecutive years beginning on the date of acceptance by the signatures of the Parish and contractor, whichever comes later. This agreement may be canceled by either party upon 60 days written notice.

RENEWAL OF AGREEMENT

This agreement may be renewed for a five year period, by ordinance of the Parish Council, after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this agreement. Attachment two of this agreement may be reviewed on an annual basis at which time, amended unit cost may be submitted by contractor to Parish to reflect the current

disaster recovery market value of services listed in attachment one and priced in attachment two of this agreement. Such amendments shall become part of this Agreement after approval by ordinance of the St. Charles Parish Council and signature of both parties.

INSURANCE and BONDS

CONTRACTOR shall name the Parish as additional insured on CONTRACTOR's insurance policies. CONTRACTOR shall maintain the following insurance limits:

Worker's Compensation – Statutory Limits of the State of Louisiana;
General Liability – One Million Dollars (\$1,000,000.00) any single occurrence.
Additional Liability Umbrella-Five Million Dollars (\$ 5,000,000.00)

CONTRACTOR shall provide Parish a Certificate of Insurance evidencing such coverage.

At the Parish's option the contractor will furnish a performance and payment bond for any and all notices to proceed. The cost of said bond premium will not be an additional cost to the Parish.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in certificates of insurance which provide that the Parish shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New certificates of insurance are to be provided to the Parish at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the Parish or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Louisiana, or otherwise by any person or persons whomsoever to remain on file with the Parish against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

SUBCONTRACTING

The CONTRACTOR shall be fully responsible to ___Parish___ for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the ___Parish___ may exercise over the CONTRACTOR under any provisions of this Agreement.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the ___Parish___. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the ___Parish___ upon activation of this Agreement and updated by the CONTRACTOR to the ___Parish___ on a biweekly basis during said activation.

The CONTRACTOR shall not use a subcontractor or material supplier whom the ___Parish___ has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the ___Parish___.

OBLIGATIONS

The ___Parish___ shall furnish all information and documents necessary for the commencement of services, to include valid written Notices to Proceed. The ___Parish___ shall also provide field inspectors of a sufficient quantity, as defined by CONTRACTOR, to facilitate qualitative and quantitative documentation of the services.

The ___Parish President shall designate an official representative with full power to represent the ___Parish___ as the Primary Point of Contact in all dealings with CONTRACTOR in connection with this Agreement. The ___Parish President___, upon issuance of a Notice to Proceed, will provide CONTRACTOR with a list of Official designated representatives.

ENTIRE AGREEMENT

This Agreement and Attachments referred to herein, contain the entire Agreement of the parties, and there are no other binding promises or conditions in any other Agreement whether oral or written.

JURISDICTION/VENUE

The laws of the State of Louisiana shall govern this Agreement. Venue of this Agreement shall be in the 29th Judicial District.

ON BEHALF OF

Parish of

St. Charles

By: Albert D. Laguer

Date: 4/5/2001

ATTEST:

ON BEHALF OF:

DRC, Inc.

By: Mark Stifford

Title: REGIONAL MGR.

ATTEST:

Shonda M. Blise
Notary Public

AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 1

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

SCOPE OF SERVICES ONE – **DEBRIS REMOVAL**

Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes to the public right-of-way as identified by and directed by the Parish. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an Event or until all streets and roads have been cleared. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Rights-of-way

As identified by and directed by the Parish, the CONTRACTOR shall accomplish the demolition, pick-up, loading and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

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

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

Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the Parish, the CONTRACTOR shall remove all hazardous stumps, as identified by the Parish, and haul each stump to a TDSRS. Each stump shall be inspected by the Parish and the CONTRACTOR inspector and documented as to the appropriate category of size for invoicing (see Attachment 2 for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the Parish and the CONTRACTOR.

Temporary Debris Staging and Reduction Sites (TDSRS)

The CONTRACTOR will prepare and maintain TDSRS's to accept and process all event debris. Any site preparation, to include but not limited to, any site work and materials necessary to build and maintain roads for ingress and egress, or any roads throughout the site, the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements to include but not limited to, wind-born debris control fencing, silt fencing or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management shall be negotiated upon issuance of a Notice to Proceed. The Parish hereby reserves the right to direct that all waste be delivered directly to the Parish designated landfill in lieu of a temporary debris staging and reduction site, however, should the Parish approve the use of a TDSRS the provisions outlined herein shall apply.

The inspection of every load, in and out, is further defined in the documentation section below. All debris will be processed in accordance with all local, state and federal rules, standards and regulations. Processing may include, but it is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction, such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes. All reduced debris as well as non-reducible debris, will be disposed of at a location(s) agreed to by both parties. The Parish shall maintain ownership as the responsible party for all debris under this Agreement.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. Site reclamation shall be accomplished in accordance with the CONTRACTOR's *Debris Removal Operations Plan* and *Environmental Protection Plan*. The TDSRS will be restored to its Pre-Use Condition. Associated costs for site reclamation shall be negotiated and agreed upon by both parties.

Disaster Event Generated Hazardous Wastes Abatement

The CONTRACTOR shall abate all hazardous waste identified by the Parish in accordance with all applicable Federal, State and Local laws, standards and regulations to

include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous Materials/Waste will constitute actual and/or potential hazardous materials as defined by the Resource Conservation and Recovery Act (RCRA), the Comprehensive Emergency Response, Compensation and Liability Act (CERCLA) as well as the Superfund Amendments and Reauthorization Act (SARA) Title III. The CONTRACTOR shall arrange through DRC Environmental, Inc. for the management, handling and disposal of all hazardous materials/waste encountered in accordance with applicable laws and the CONTRACTOR'S *Debris Removal Operations Plan* and *Environmental Protection Plan*. Prices for this Service included in this Agreement as Attachment 4.

Sand Screening

The CONTRACTOR shall screen all sand, as directed by the Parish, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the Parish. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property.

Documentation and Inspections

All storm debris shall be subject to inspection by the Parish or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the Parish access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the Parish will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification that the vehicle leaving the TDSRS is in fact empty. The CONTRACTOR and the Parish will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the Parish will have in place at the pick up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the Parish will establish and record the certified cubic yard capacity and will perform a safety inspection of each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The CONTRACTOR will assist the Parish in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of Parish employees and the review of documentation prior to submittal. The CONTRACTOR will work closely with the Parish and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

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

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk unless agreed upon otherwise in writing by both parties. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris processing operations may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all-applicable Federal, State and local laws, standards and regulations. Final disposal locations may be at the discretion of the CONTRACTOR with prior acceptance of the Parish. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and the Parish inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in Cubic Yards.

White Goods

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

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. This service shall be invoiced at the rates included in Attachment 4 to this Agreement.

SCOPE OF SERVICES TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
SEE NOTE (1)

1. PUBLIC ASSISTANCE PROGRAM

- a) Damage Survey Report (DSR) or Project Worksheet (PW)
 - i) Official DSR/PW requests – Assist PARISH personnel in the following:
 - a) Identification of expenditures eligible for reimbursement
 - b) Submission of official “request for DSR inspection”
 - ii) Local government representation on DSR/PW team – Train and assist PARISH personnel to accomplish the following:
 - a) Identification of eligible items for reimbursement
 - b) Review of DSR/PW for accurate scope of work
 - c) Review of DSR/PW for accurate unit costs
 - iii) Recovery process documentation – Assist PARISH personnel in the following:
 - a) Creation of recovery process documentation plan
 - b) Maintenance of documentation of recovery process
 - iv) Force account labor vs. contract labor
 - a) Recommendations to government officials on need to contract or utilize force account labor
 - v) Recovery process oversight
 - a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - b) DSR/PW tracking through State and Federal process
 - c) Written and oral status reports to government officials
- b) Documentation Support
 - i) Review of records system for applicability to Federal and State requirements
 - ii) Orientation and training of Department/Division Heads on requirements for quality and quantity of required documentation
 - iii) Assist in selection of “Clerk of Records” and provide detailed training for documentation
 - iv) Review documentation for accuracy and quantity
 - v) Assist in preparation of claim documentation
- c) Consultation and negotiation services
 - i) Recommendations to government officials on plans of action
 - ii) Provide guidance to government officials on issues involving Federal and State reimbursement

iii) Assist Parish officials in negotiations with Federal and State officials

d) Other representations as may be requested / required

NOTE (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the Parish officials, therefore these services shall be in the form of guidance and consultation.

AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 2

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to the PARISH upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal. The contractor will ensure that all rates comply with FEMA eligible reimbursement standards.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the PARISH not more than once every fifteen (15) Days.

Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the PARISH. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the PARISH may reasonably require. The PARISH shall, within thirty (30) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, state and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

COSTS FOR SCOPE OF SERVICES ONE – DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-Up and Hauling to TDSRS; Processing of Debris from Public Rights-of-Way; Hauling of Debris from TDSRS to Final Disposal Site

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and the PARISH will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the PARISH for such loads. For each suitable load picked up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and the PARISH on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the PARISH's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet

indicating, by day, the individual verified load receipt and invoice amounts. The PARISH may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR, within five (5) working days of invoice date, for additional clarification prior to payment of those tickets. The CONTRACTOR shall receive Thirteen Dollars and 25/100 (\$13.25) per cubic yard, up to a fifteen (15) mile one-way haul, for the material from public property that is gathered, picked up, hauled to a TDSRS by the CONTRACTOR. CONTRACTOR shall receive Eight Dollars and 25/100 (\$8.25) per Cubic Yard for the processing of all debris at a TDSRS. CONTRACTOR shall receive Eight Dollars and 75/100 (\$8.75) per cubic yard for each load hauled up to a fifteen (15) mile one-way haul, from the TDSRS to the final disposal site as designated by the PARISH. Disposal costs (Tipping Fees) shall be the responsibility of the PARISH.

Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property (Right of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the PARISH and the CONTRACTOR agree that the CONTRACTOR shall invoice the PARISH utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice-to-Proceed by the PARISH to the CONTRACTOR as agreed upon by both parties.

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

Hazardous Stumps (Removal, Back-fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the PARISH and CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the PARISH and recorded by the inspectors on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the PARISH for hazardous stump removal and hauling to the TDSRS utilizing the following categories:

Up to but less 6 inch diameter -	\$ 250.00 per stump
6 inch diameter and up, but less than 12 inches -	\$ 500.00 per stump
12 inch diameter and up, but less than 24 inches -	\$1,000.00 per stump

24 inch diameter and up, but less than 48 inches -	\$1,500.00 per stump
Equal to or greater than 48 inch diameter -	\$2,000.00 per stump

The CONTRACTOR shall invoice the PARISH Ten Dollars and 00/100 (\$10.00) per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

SAND SCREENING

The contractor shall invoice the Parish (\$10.00) per cubic yard of sand screened, to remove eligible debris deposited by an event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the Parish. Debris removed from the sand will be picked-up, hauled and processed utilizing the cost located above for debris removal from public property.

COSTS FOR SCOPE OF SERVICES TWO – **TECHNICAL DISASTER RECOVERY ASSISTANCE**

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

AGREEMENT FOR DISASTER RECOVERY SERVICES Attachment 3

Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Hourly rates to be applied to Services as referenced in Attachment 2 of this Agreement.

Equipment Description	Unit	Unit Price
30 Ton or larger Crane	Hour	\$170.00
50' Bucket Truck	Hour	\$140.00
Track-Hoes – John Deere 690 or equivalent	Hour	\$120.00
Wheel-Loader 644 or equivalent	Hour	\$120.00
D-6 Dozers or equivalent	Hour	\$120.00
John Deere 544 or equivalent	Hour	\$110.00
Equipment Transports	Hour	\$90.00
Service Truck	Hour	\$65.00
Bobcat Loader	Hour	\$60.00
Tractors with box blade	Hour	\$35.00
5 Cubic Yard Dump Truck	Hour	\$35.00
(The above rates include operators.)		
Personnel Description	Unit	Unit Price
Climber with gear	Hour	\$95.00
Superintendent with Truck	Hour	\$55.00
Foreman with Truck	Hour	\$55.00
Operator with Chainsaw	Hour	\$35.00
Survey personnel with vehicle	Hour	\$31.00
Traffic Control Personnel	Hour	\$31.00
Inspector with vehicle	Hour	\$31.00
Laborers	Hour	\$26.00

AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 4

Hazardous Materials Remediation and Abatement Rates

The following is a listing of costs for services and/or tasks to be provided by CONTRACTOR to Parish upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per denoted unit to provide the appropriate services. The cost of disposal is dependant upon hazard type, quantity and packaging of materials as well as distance to a licensed disposal facility. Due to these unknown and dynamic factors, the cost associated with disposal of hazardous materials/waste shall be negotiated after issuance of a notice-to-proceed.

PERSONNEL

PROJECT CLASSIFICATION	Per Hour	OT
PROJECT COORDINATOR	\$136.50	\$204.75
FIELD HAZ MATERIAL MANAGER	\$89.05	\$133.58
HM CONTAIN AREA MANAGER	\$89.05	\$133.58
FIELD PROJECT SUPERVISOR	\$78.65	\$117.98
HM CONTAIN AREA SUPERVISOR	\$78.65	\$117.98
FIELD PROJECT FOREMAN	\$72.93	\$109.40
HM CONTAINMENT AREA FOREMAN	\$72.93	\$109.40
FIELD HM TECHNICIAN	\$68.25	\$102.38
HM CONTAIN AREA TECHNICIAN	\$68.25	\$102.38
HEALTH & SAFETY SPECIALIST	\$78.65	\$117.98
PROJECT ENGINEER	\$78.65	\$117.98
PROJECT GEOLOGIST	\$78.65	\$117.98
CHEMIST	\$78.65	\$117.98
REGULATORY MANAGER	\$89.05	\$133.58
EQUIPMENT OPERATOR	\$60.06	\$90.09
ASBESTOS ABATEMENT SUPERVISOR	\$54.60	\$81.90
ASBESTOS ABATEMENT WORKER	\$49.40	\$74.10
ASBESTOS INSPECTOR	\$65.00	\$97.50
TRUCK DRIVER	\$62.92	\$94.38
ADMINISTRATIVE ASSISTANT	\$41.60	\$62.40
CLERICAL	\$31.85	\$47.78

VEHICLES/TRANSPORTATION

DESCRIPTION	COST	UNIT
PICKUP TRUCK	\$101.25	DAY
PICKUP TRUCK EXTENDED CAB	\$114.75	DAY
PICKUP TRUCK 4 X 4	\$114.75	DAY
PICKUP TRUCK 1 TON	\$155.25	DAY

BOX TRUCK	\$162.00	DAY
PASSENGER CAR	\$87.75	DAY
20' RESPONSE TRAILER	\$405.00	DAY
36' RESPONSE TRAILER	\$405.00	DAY
OFFICE TRAILER	\$270.00	DAY
FLATBED TRAILER	\$81.00	DAY
VEHICLE USE- PICKUPS, VANS, CARS	\$0.46	MILE
VEHICLE USE- TRAILERS, HEAVY TRUCKS	\$0.65	MILE
12' WORK BOAT W/MOTOR	\$155.25	DAY
12' WORK BOAT W/O MOTOR	\$87.75	DAY
VACUUM TRUCK 3500 GALLON	\$1,620.00	DAY

PERSONAL PROTECTIVE EQUIPMENT (PPE)

DESCRIPTION	COST	UNIT
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	\$455.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	\$227.50	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL, HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT)	\$110.50	DAY
SCBA BOTTLES REFILL- AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	\$22.10	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	\$97.50	DAY
AIR FILTRATION PANAL	\$188.50	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	\$83.20	DAY
RESPIRATOR AIRLINE 50' SECTION	\$16.90	EACH
RESPIRATOR CARTRIDGES	\$32.50	PAIR
LEVEL A SUIT- KAPPLER RESPONDER OR EQUAL	\$812.50	EACH
LEVEL B SUIT- KAPPLER RESPONDER OR EQUAL	\$500.50	EACH
TYVEK	\$6.50	EACH
PROSHIELD	\$10.40	EACH
SARANEX	\$19.50	EACH
ACID SUIT	\$117.00	EACH
RAIN SUIT	\$39.00	EACH
NEOPRENE GLOVES	\$15.60	PAIR
NITRILE GLOVES	\$18.20	PAIR

SILVERSHIELD GLOVES	\$33.80	PAIR
PVC GLOVES	\$10.40	PAIR
COTTON OR LATEX GLOVES	\$2.60	PAIR
LEATHER WORK GLOVES	\$15.60	PAIR
PVC BOOTS (HAZMAX)	\$24.70	PAIR
BOOT COVERS	\$9.10	PAIR
HEARING PROTECTION	\$2.60	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	\$422.50	DAY
LOW HAZARD PERSONNEL DECONTAMINATION	\$227.50	DAY
PORTABLE EYEWASH STATION	\$45.50	DAY
FIRST AID STATION	\$26.00	DAY
PERSONNEL RETRIEVAL SYSTEM	\$370.50	DAY
PERSONNEL RETRIEVAL HARNESS	\$80.60	DAY

MONITORING/SAMPLING EQUIPMENT

DESCRIPTION	COST	UNIT
COMBUSTIBLE GAS INDICATOR	\$84.50	DAY
TOXIC GAS DETECTOR	\$78.00	DAY
PHOTOIONIZATION DETECTOR	\$130.00	DAY
HAZCAT KIT	\$585.00	DAY
DETECTOR TUBES	\$65.00	TEN PACK
PH PAPER	\$13.00	PACK
SPILL CLASSIFIER	\$6.50	STRIP
PERSONNEL AIR SAMPLING PUMP	\$52.00	DAY
ASBESTOS BULK SAMPLE	\$32.50	EACH
HAND AUGER STAINLESS STEEL	\$45.50	DAY

HEAVY EQUIPMENT

DESCRIPTION	COST	UNIT
MECHANIZED BROOM	\$58.50	HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)	\$552.50	DAY
BACKHOE EXTENDAHOE (40.00/HOUR AFTER 8 HOURS)	\$617.50	DAY
TRACKHOE 490 OR EQUIVALENT (80.00/HOUR AFTER 8 HRS)	\$1,092.00	DAY
BULLDOZER D4 OR EQUIVALENT (70.00/HOUR AFTER 8 HRS.)	\$975.00	DAY
12 TON LOWBOY (15.00/HOUR AFTER 8 HOURS)	\$110.50	DAY
50 TON LOWBOY (30.00/HOUR AFTER 8 HOURS)	\$416.00	DAY
SKID STEER (BOBCAT) (35.00/HOUR AFTER 8 HOURS)	\$344.50	DAY
DUMPTRUCK	\$123.50	HOUR

RECOVERY EQUIPMENT

DESCRIPTION	COST	UNIT
HAND OPERATED TRANSFER PUMP	\$84.50	DAY
1" DIAPHRAGM PUMP	\$130.00	DAY
2" DIAPHRAGM PUMP	\$175.50	DAY
2" DIAPHRAGM PUMP S. S.	\$247.00	DAY
3" DIAPHRAGM PUMP	\$227.50	DAY
1" SUCTION OR DISCHARGE HOSE	\$58.50	DAY
2" SUCTION OR DISCHARGE HOSE	\$78.00	DAY
3" SUCTION OR DISCHARGE HOSE	\$123.50	DAY
2" CHEMICAL SUCTION OR DISCHARGE HOSE	\$227.50	DAY
3" CHEMICAL SUCTION OR DISCHARGE HOSE	\$487.50	DAY
SMALL COMPRESSOR	\$78.00	DAY
185 CFM COMPRESSOR	\$156.00	DAY
AIRHOSE SECTON	\$26.00	DAY

MISCELLANEOUS EQUIPMENT

DESCRIPTION	COST	UNIT
PORTABLE LIGHT STAND	\$78.00	DAY
4000-5000 WATT GENERATOR	\$91.00	DAY
ELECTRICAL CORD SECTION (50')	\$10.40	DAY
SPIKE BAR	\$6.50	DAY
AIRLESS SPRAYER	\$97.50	DAY
PRESSURE WASHER	\$84.50	DAY
WATER HOSE SECTION (GARDEN)	\$19.50	EACH
CUTTING TORCH	\$45.50	DAY
WIRE WELDER	\$84.50	DAY
AIR BLOWER	\$32.50	DAY
HEPA VAC	\$78.00	DAY
BARREL CART	\$19.50	DAY
WHEELBARROW	\$10.40	DAY
OIL DRY SPREADER	\$19.50	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	\$110.50	DAY
DRILL WITH BITS	\$23.40	DAY
GROUNDING CABLE AND ROD	\$52.00	DAY
CIRCULAR SAW	\$26.00	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	\$31.85	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	\$58.50	DAY
WRENCH KIT BUNG WRENCH, SPEED WRENCH,	\$71.50	DAY

PIPE WRENCH, SOCKETS, CHANNEL LOCKS		
STEP LADDERS	\$15.60	DAY
EXTENSION LADDERS	\$32.50	DAY
PHOTOGRAPHIC EQUIPMENT	\$36.40	DAY
PORTA JOHN	\$19.50	DAY
FLASHLIGHTS	\$2.60	EACH
HANDHELD RADIOS	\$104.00	DAY
DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	Quoted at time of need.	

MATERIALS/DISPOSABLES

DESCRIPTION	COST	UNIT
5" X 10' ABSORBENT BOOM- PETROLEUM	\$62.40	EACH
8" X 10' ABSORBENT BOOM- PETROLEUM	\$109.20	EACH
3" X 12' ABSORBENT BOOM- UNIVERSAL	\$39.00	EACH
ABSORBENT PADS BUNDLE- PETROLEUM	\$114.40	EACH
ABSORBENT PADS BUNDLE- UNIVERSAL	\$156.00	EACH
ABSORBENT CLAY BAG	\$12.35	EACH
OIL DRY	\$7.80	EACH
PEAT MOSS	\$13.00	EACH
VERMICULITE	\$20.80	EACH
SODA ASH BAG	\$11.70	EACH
4 MIL 20 X 100 POLYETHYLENE	\$52.00	EACH
6 MIL 20 X 100 POLYETHYLENE	\$71.50	ROLL
6 MIL BAGS	\$1.30	EACH
DUCT TAPE	\$8.45	ROLL
55-GALLON DRUMS	\$58.50	EACH
55-GALLON DRUM LINERS 10 MIL	\$45.50	EACH
FIBER DRUMS	\$36.40	EACH
30-GALLON OVERPACK	\$123.50	EACH
95-GALLON POLY OVERPACK	\$286.00	EACH
DOT HAZARDOUS WASTE LABELS	\$2.60	EACH
FIRE EXTINGUISHER	\$52.00	EACH
CAUTION/HAZARD TAPE	\$39.00	EACH
RESPIRATOR WIPES	\$2.60	EACH
KAPPLER TAPE	\$58.50	ROLL