

REQUEST FOR PROPOSALS

FOR

2015 HURRICANE SEASON
POST-DISASTER DEBRIS MONITORING
Slidell File No: 950-73C

RFP # 15-P006

PROPOSAL DUE DATE: MAY 27, 2015
AND TIME: 10:00 AM

Submit *three* (3) copies of the RFP to
Director of Finance,
2045 Second St, Suite 214,
Slidell LA 70460

City of Slidell
Engineering Department
(985) 646-4270

TABLE OF CONTENTS
REQUEST FOR PROPOSALS
FOR THE CITY OF SLIDELL

POST DISASTER DEBRIS MONITORING
2015 HURRICANE SEASON
Slidell File No: 950-73C
RFP # 15-P006

SECTION	PAGE
PROPOSAL SHEET & FEE SCHEDULE	
SECTION 1 - SCOPE OF WORK	3
SECTION 2 - PROJECT REQUIREMENTS	4
SECTION 3 - STAFFING REQUIREMENTS	5
SECTION 4 - REPORTING REQUIREMENTS	5
SECTION 5 - BILLING REQUIREMENTS	6
SECTION 6 - SELECTION CRITERIA	7
SECTION 7 -- PROJECT MEETINGS	7
INSTRUCTIONS TO CONTRACTORS	11
GENERAL CONDITIONS	14

Attachment A: RFP – ROADWAY CLEARING/ PUSH (for reference)

Attachment B: RFP - DEBRIS REMOVAL & DISPOSAL (for reference)

Attachment C: CONTRACT FORM

Attachment D: PAYMENT AND PERFORMANCE BONDS

Attachment E: ATTESTATION CLAUSE CERTIFICATION FORM

PROPOSAL SHEET

POST-DISASTER DEBRIS MONITORING -- 2015 HURRICANE SEASON

Slidell File No: 950-73C
RFP # 15-P006

1. Please attach the fee schedule on the following page.
2. Also attach your Statement of Qualifications, which should include the following:
 - a. List all FEMA related projects your company has worked on, including dates and reference information.
 - b. List all debris monitoring projects the company has worked on, including dates, scope of services, and reference information.
 - c. List staff who will be working on this project and their experience and credentials. For each staff member, list debris monitoring projects he/ she has worked or is working on, including dates and reference information.
 - d. List any current disaster relief contracts on which you are presently engaged.
 - e. List of Sub-Contractors who will be used to perform Monitoring along with experience (if no subcontractors will be used, please state). With each sub-contractor, list type and percentage of work to be assigned. **NOTE: Changes in sub-contractor or percentage of work shall only be made with prior written approval by the City of Slidell. No more than two tiers of subcontractors shall be approved for work under this contract**

Three (3) copies of the Proposal to be submitted to:

Director of Finance
City of Slidell
2045 Second St, Suite 214
Slidell LA 70458

The above and attached qualifications are submitted by:

DATE: _____

COMPANY NAME: _____

REPRESENTATIVE NAME (Print): _____

REPRESENTATIVE SIGNATURE: _____

NOTE: A Corporate Resolution shall be submitted with the proposal giving authority to sign the proposal to the person signing it.

FEE SCHEDULE

	POSITION DESCRIPTION	HOURLY RATES	HOURS ¹	TOTAL
1	Project Manager		20	
2	Operations Manager		40	
3	Engineer		20	
4	Field Supervisor		200	
5	Crew leader ²		400	
6	Monitor ² (debris collection, citizen drop-off sites, and disposal sites)		4,000	
7	ACM ³ Supervisor		20	
8	Certified ACM ³		20	
9	Office Manager		40	
10	GIS Specialist		40	
11	Data Processor		200	
12	Clerical		200	
GRAND TOTAL =				

1. These hours are not intended to represent the actual contract amount, but are only for the purpose of calculating the lowest total price.
2. Because of weekend and overtime schedules that may be required for this category of labor, all hours worked in excess of forty (40) hours per week by a Monitor or Crew Leader shall be charged at a time and a half rate (rate multiplied by 1.5).
3. ACM = Asbestos Containing Material

COMPANY NAME: _____

Applicable License Number(s) – State of Louisiana: _____

ADDENDUM ACKNOWLEDGEMENT: #1 _____	ADDENDUM DATE	YOUR INITIALS
#2 _____	ADDENDUM DATE	YOUR INITIALS
#3 _____	ADDENDUM DATE	YOUR INITIALS

REQUEST FOR PROPOSALS

Post-Disaster Debris Monitoring -- 2015 HURRICANE SEASON

**Slidell File No: 950-73C
RFP # 15-P006**

SECTION 1 - SCOPE OF WORK

The City of Slidell is soliciting proposals for the 2015 Hurricane Season for Post-Disaster Debris Removal Monitoring. Attached, for your review, are the RFPs for the Roadway Clearing ("Push") and the Debris Removal and Disposal RFP. These documents are provided as reference information, as these are the contracts to be monitored. The City of Slidell's standard General Conditions included herein is also applicable to the Push and the Debris Removal and Disposal projects. The Contract form, attestation form, and Performance and Payment bond forms are included in the attachments as well.

Prior to signing the Contract, the successful proposer (hereinafter called City Designated Agent or CDA) shall submit to the City of Slidell an insurance certificate verifying \$1,000,000 Professional Liability coverage and \$1,000,000 Commercial General Liability coverage. The insurance certificate shall state that the insurance carrier will provide the City prior written notice of insurance cancellation or reduction below the above listed requirements within thirty days. The City of Slidell shall also be listed as an additional insured on the Commercial General Liability policy.

Prior to a storm and following assessment of the pending storm by City officials, the City may require the CDA to deliver, within 48 hours, a performance and payment bond in the amount of \$500,000 or in an amount otherwise determined by the City.

The CDA shall be required to provide monitors for field crews as needed should the City deem it necessary to activate this contract. If activated, the City of Slidell, in coordination with the successful CDA, will administer the contract for the Roadway Clearing ("Push") and Debris Removal and Disposal. The CDA will also be responsible for monitoring the field activities of these contracts. Detailed reporting will be required for FEMA and City documentation.

The City shall assign a representative to work with the CDA on all aspects of the project. All reports and correspondence shall go through this person.

CDA shall assign a contact person. This person shall be the "point person" for all City of Slidell communications. This person (or his/ her designee, if point person is unavailable) shall work with the City to handle all correspondence and meetings with FEMA and/or the "Push" and Debris Removal contractors.

The hourly rate schedule provided in the bid proposals shall be used through May 31, 2016 with an option, if agreeable by both parties, for two separate one (1) year periods beginning June 1, 2016 and June 1, 2017. At the beginning of each new contract

period, the hourly rates shall be adjusted by a percentage amount equal to the new percentage change in the Consumer Price Index (CPI) for the prior calendar year end or five percent (5%) whichever is less. The CPI to be used shall be from the unadjusted Consumer Price Index, All Urban consumers, (CPI) United States published by the U.S. Department of Labor, Bureau of Labor Statistics.

Either party may cancel the contract at the end of the first year with a minimum of ninety (90) days prior written notice, without assigning any reason by the City or the CDA.

SECTION 2 - PROJECT REQUIREMENTS

1. CDA must be ready to commence work immediately following passage of a hurricane or occurrence of other disaster.
2. After an event, CDA shall be responsible for estimating debris removal quantities for debris removal, plus the reasonable limit on period of performance to be done.
3. CDA shall be responsible to provide monitoring staff immediately upon commencement of Roadway Clearing/ Push and Debris Removal & Disposal work.
4. Commencing on the declaration of a disaster, at the direction of the City, the CDA must provide monitors to work with Push and Debris Removal & Disposal contractors. The City may provide a nominal amount of office space for the monitoring CDA.
5. CDA shall be prepared to handle calls from the public, the Push and Debris Removal & Disposal contractor and any sub-contractors. CDAs may be allowed to use City phones in the office. Cell phones or other necessary communication equipment shall be the responsibility of the CDA.
6. The City will have a person responsible for coordinating all aspects of the project with FEMA and the CDA to insure that only eligible projects are performed by the Push and Debris Removal & Disposal contractors.
7. CDA may be required to work with the City Representative on the development of a bid document for any additional bids relating to the disaster.
8. CDA shall monitor and document all activities of the Push and the Debris Removal and Disposal Contracts. Full reporting is required for successful completion of the project.
9. Insurance and bonding requirements are listed in the General Conditions. Insurance is required upon signing of the Contract. Bonds will be required prior to commencing Work, immediately prior or concurrent with a Notice to Proceed.

SECTION 3 - STAFFING REQUIREMENTS

1. All monitoring staff shall be adequately trained and qualified to execute the project requirements.

NOTE: Work to be managed by this project may require different types of monitoring.

2. CDA shall submit a statement of qualifications.
3. It shall be the responsibility of the CDA to determine the monitoring staff requirements to execute the project. Payment shall be made based on the fee schedule given in Section 7. The quantities given in this fee schedule are estimated ratios and may not accurately reflect the ratio used on the project.

NOTE: ALL TIME UNDER THIS CONTRACT WILL BE PAID AT THE HOURLY RATES GIVEN IN THE FEE SCHEDULE. THE HOURLY RATES SHALL INCLUDE ALL ASSOCIATED COSTS FOR THE POSITIONS, INCLUDING BUT NOT LIMITED TO BENEFITS, TRAVEL COSTS, OFFICE COSTS, ETC. NO ADDITIONAL CHARGES WILL BE ALLOWED OUTSIDE OF THE HOURLY RATES. TIME FOR LUNCH, BREAKS, AND TRAVEL ARE NOT BILLABLE TIME.

4. Upon award of the contract, the CDA shall provide to the City for prior approval a detailed flow chart showing the following:

- number of employees
- position/title/duties

5. This flow chart shall be updated weekly by the CDA in conjunction with the City representative based upon the tasks to be performed, the amount of activity and the volume of work.

SECTION 4 - REPORTING REQUIREMENTS

1. CDA shall submit reports as required by the City. The substance of these reports shall be worked out with the City representative based upon the work going on.
2. CDA shall be required to meet all monitoring & reporting requirements as required for the completion of the Push, the Debris Removal and Disposal and any other assigned projects associated with a disaster.

3. Other reports may be requested by the City as the need arises based upon the work being performed. Detailed spreadsheets to be used for the reconciliation of tickets and site specific work will be required.
4. The CDA will be liable for errors in reporting and documentation and, if errors are not reconciled, the CDA may be financially responsible for incomplete reporting or incorrect calculation of loads or tickets.
5. All reporting shall be submitted electronically, if available, and in hard copy unless otherwise agreed by the CDA and the City of Slidell.

SECTION 5 - BILLING REQUIREMENTS

Billing of Contract Services.

Invoice shall be submitted weekly and shall include.

1. Cover Sheet with total hours billed by position.
2. Time sheets to document total hours billed.
3. The City's Finance Department may require additional information to facilitate payment.

Approval of Invoices

1. The Push and the Debris Removal and Disposal Contractors shall submit all requests for payment to the Debris Monitoring CDA.
2. Debris Monitoring CDA shall be required to review, dispute, reconcile, and approve all payments to be made by City of Slidell to the Push and the Debris Removal and Disposal Contractor or any other assigned contractor.

SECTION 6 - SELECTION CRITERIA

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

CRITERIA	WEIGHT
Price	45%
Experience/ Past Performance	40%
Experience with FEMA programs and funding issues – 20%	
Degree of experience in hurricane debris monitoring – 20%	
Credentials	15%
Firm Credentials – 5%	
Supervisor Credentials – 10%	

SECTION 7 -- PROJECT MEETINGS

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The CDA shall schedule and administer pre- deployment meeting, periodic progress meetings, and specially called meetings throughout progress of the work.
- B. CDA shall:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes within three (3) working days after each meeting.
 - a. To participants in the meeting.

- b. To parties affected by decisions made at the meeting.
- C. Representatives of Contractors, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- D. Attend meetings to ascertain that work is expedited consistent with Contract Documents and schedules.

1.02 PRE-DEPLOYMENT MEETING

- A. CDA to schedule a pre-deployment meeting no later than 2 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties, designated by the City of Slidell.
- C. Attendance
 - 1. City of Slidell representative
 - 2. CDA
 - 3. Push and/ or Debris Removal & Disposal Contractor's Project Manager
 - 4. Push and/ or Debris Removal & Disposal Contractor's Superintendent.
 - 5. Major Subcontractors.
 - 6. Utilities
 - 7. Others as appropriate.
- D. Suggested Agenda
 - 1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules.
 - 2. Critical work sequencing.
 - 3. Payment Application Procedures.
 - 4. Major equipment deliveries and priorities.
 - 5. Project Coordination.
 - a. Designation of responsible personnel.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Submittals.

- c. Change Orders.
- d. Applications for Payment.
- 7. Procedures for maintaining Project Files.
- 8. Use of premises:
 - a. Office, work, and storage areas.
 - b. City of Slidell's requirements.
- 9. Temporary utilities.

1.03 PROGRESS MEETINGS – AFTER DEPLOYMENT

- A. CDA to schedule regular periodic meetings. The progress meetings will be held every week.
- B. Hold daily meetings with the CDA, Staff, and Push and/or Debris Removal & Disposal Contractor's Project Manager(s).
- C. Location of the meetings: Project field office of Debris Removal & Disposal Contractor or CDA.
- D. Attendance
 - 1. CDA
 - 2. Push and/or Debris Removal & Disposal Contractor's Superintendent
 - 3. Subcontractor's as needed.
 - 4. Others
- E. Suggested Agenda
 - 1. Review, approval of meeting summary of previous meeting.
 - 2. Provide status of work, and discuss crews, and cubic yardage of debris removed.
 - 3. Field observations, problems and conflicts.
 - 4. Problems which impede schedule.
 - 5. Corrective measures and procedures to regain schedule.
 - 6. Revisions to schedule.
 - 7. Progress, schedule, during succeeding work period.
 - 8. Coordination of schedules.
 - 9. Maintenance of quality standards.

- 10 Review proposed changes for:
 - a. Effect on schedule and on completion date.
12. Other business.
13. Work schedule.

INSTRUCTIONS TO CONTRACTORS

1. DEFINED TERMS

Terms used in these Instructions to Contractors which are defined in the Standard General Conditions of the Construction Specifications have the meanings assigned to them in the General Conditions.

2. QUALIFICATIONS OF CONTRACTORS

To demonstrate his qualifications for the Project, each Contractor will submit qualifications as specified herein with the proposal.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting his Proposal, each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.2 The submission of a Proposal will constitute an incontrovertible representation by the Contractor that he has complied with every requirement of this Article 3.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to CDA in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by CDA as having received the proposal documents. **Questions received less than five days prior to the due date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.**

5. PROPOSAL SECURITY - NOT USED

6. CONTRACT TIME - This Contract is for the 2015 Hurricane Season. Liquidated damages do not apply.

7. SUBCONTRACTORS, ETC.

7.1 NOT USED

8. PROPOSAL FORM

8.1 The Proposal Form is included in the Contract Documents; additional copies may be obtained from CDA.

8.2 Proposal Forms must be completed in ink or by computer. The Proposal price of each item on the form must be stated in numerals. In case of mathematical discrepancies the unit price shall take precedence. When the proposal price is requested in words and figures, this shall be done. In case of a discrepancy in these prices, the words shall take precedence.

8.3 The authority of the person submitting the Proposal shall meet the criteria as defined in Louisiana Revised Statute 38:2212.A.(1)(c) shown here:

:

Louisiana Revised Statute 38:2212.1.A.(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid...The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendams listed in the most current partnership records on file with the secretary of state. Or;

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity.

Or;

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

8.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, his title must appear under this signature and the official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed below the signature.

8.6 The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).

8.7 An executed affidavit, contained in the contract documents, shall be submitted prior to award.

9. SUBMISSION OF PROPOSALS

Proposals shall be submitted at the time and place indicated in the Invitation for Proposal and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Contractor, Contractor's license number for state in which the work is to be done, and accompanied by the Proposal Security and other required documents.

10. MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

11. OPENING OF PROPOSALS

Proposals shall not be opened, but shall be evaluated by a selection committee consisting of at least two City officials.

12. PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for the period of time stated in the Proposal Form after the due date, but Owner may, in his sole discretion, release any Proposal and return the Proposal Security prior to that date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Proposals and Waive any and all informalities, and the right to disregard all nonconforming or conditional Proposals or counter proposals.

13.2 In evaluating Proposals, Owner shall consider the qualifications of the Contractors, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the Proposal forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Proposal of any Contractor who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Contractor whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is awarded, Owner will give the apparent successful Contractor a Notice of Award within the time period specified for the Proposal to be binding in the Proposal Form.

13.5 Simultaneously with delivery of the executed counterparts the agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

13.6 Proposals may be rejected if conditions described in Act No. 864 of House Bill 1490 or Act No. 945 of House Bill 1292 are discovered.

13.7 In accordance with La. R.S. 38:2227 and LA. R.S. 38:2212.10, each Contractor on this project must submit the completed Attestation Clause (Past Criminal Convictions of Contractors and Verification of Employees) form found within this proposal package. The Attestation Clause form shall be submitted to the City of Slidell within 10 days after the opening of proposals.

GENERAL CONDITIONS

NOTE: If any of these General Conditions conflict with statements elsewhere in this document, disregard the General Condition in favor of the more specific statement elsewhere in this document. Some conditions herein may not apply to this project.

ARTICLE 1--DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA--Addenda include additions and changes to Contract Documents issued by the Owner prior to the reception of proposals, and must be considered by the CDA as a part of the original Contract Documents. Upon signing of the Contract, all Addenda will be included as a part of the contract documents.

ADVERTISEMENT--The advertisement published by the Owner giving notice of a request for proposals.

AGREEMENT--The written agreement between Owner and CDA covering the Work to be performed; other Contract Documents are attached to the Agreement.

APPLICATION FOR PAYMENT--The form used by Contractor in requesting progress payments, which is to include the schedule of values required by Paragraph 14.1.

BID--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER--Any person, firm or corporation submitting a Bid for the Work.

BONDS--Bid, performance and payment bonds and other instruments of security, furnished by CDA and their surety in accordance with the Contract Documents.

CDA—City Designated Agent, also known as the Debris Monitors— the person, firm or corporation named as such in the City of Slidell's Debris Monitoring agreement. Reference herein to CDA shall also include any individuals, firms, or corporations having a direct contract with the CDA or with a lower-tier contract with an entity contracted by the CDA for performance of part of the Work.

CDA FIELD REPRESENTATIVE OR MONITOR--The authorized representative of the CDA who is assigned to the Project site or any part, thereof.

CHANGE ORDER--A written order to CDA signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS--The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Contractor's Bid, the Bonds, the Notice of Award, this Request for Proposals document, these General Conditions, Modifications, and Change Orders.

CONTRACT PRICE--The total monies payable to Contractor under the Contract Documents.

CONTRACT TIME-- NOT APPLICABLE

CONTRACTOR--The person, firm, or corporation with whom Owner has executed the Roadway Clearing/ Push Agreement or the Debris Removal and Disposal Agreement, whichever is applicable.

CREW: The number of persons required for the performance of work at a site as determined by the Contractor in response to task difficulty and safety considerations at the time or location of the work.

DAY--A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS—NOT USED

EASEMENT: A liberty, privilege, or advantage without profit which the Owner of one parcel of land may have in the land of another. In this agreement, all land, other than public streets, in which the Owner has sewer system lines or installations and right of access to such lines or installations.

EASEMENT ACCESS: Areas within an easement to which access is required for performance of work.

FIELD ORDER--A written order issued by CDA which clarifies, or interprets the Contract Documents in accordance with Paragraph-9.3 or orders minor changes in the Work in accordance with Paragraph 10.2.

MODIFICATION-- (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by CDA in accordance with Paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by CDA pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

NOTICE OF AWARD--The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified; Owner will execute and deliver the Agreement to him.

NOTICE TO PROCEED--A written notice given by Owner to CDA fixing the date on which the Contract Time will commence to run and on which CDA shall start to perform their obligations under the Contract documents.

OWNER: The Owner is the City of Slidell.

PAYMENT FOR WORK: Payment for the items shown in Schedule of Bid Prices shall include all incidental items necessary to complete the work.

PERFORMANCE BOND: The approved form of security furnished by the CDA and his Surety as a guarantee of the proper performance of the work and payment for all materials or other obligations contracted by him in the prosecution thereof.

PROJECT--The entire Work to be performed as provided in the Contract Documents.

PROPOSAL -- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

PUBLIC NOTICE: The advertisement published by the Owner giving notice of a request for proposals.

RFP -- This document in its entirety and entitled "REQUEST FOR PROPOSALS – 2015 Hurricane Season Post-Disaster Debris Monitoring".

SELECTION CRITERIA -- Criteria set forth in Section 6, page 4 of this RFP.

SHOP DRAWINGS—NOT USED

SITE: Any location where work has been or will be done.

SITE ACCESS: An adequately clear area of a size sufficient to accommodate personnel and equipment required at the location where work is to be performed, including roadway or surface sufficiently unobstructed to permit conveyance of vehicles from the nearest paved roadway to the work location.

STREET ACCESS: Areas normally used for public vehicular traffic (including roads, streets, or rights-of-way extending twenty feet from either side of the traversing area) to which safe access is required for performance of work.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor or with a lower-tier Subcontractor for performance of part of the Work.

SUBSTANTIAL COMPLETION – NOT USED

SURETY: The corporate body, licensed to do business in the State where the work is located, which is bound with and for the CDA, and which is primarily liable and responsible for the payment of all obligations pertaining to and for the acceptable performance of the work required by the CDA.

SWALE (DIP, SAG): A significant deviation in pipe grade such as to cause entrapment of solids, semisolids, and liquids, thereby impeding the accuracy and/or effectiveness of flow measurements, cleaning, and internal-inspection.

WORK--Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CDA per the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

ARTICLE 2--PRE-DEPLOYMENT PROVISIONS

2.0 Award of Contract

The award of the Contract, if it be awarded, will be by the Owner to the highest scoring responsible Bidder whose Proposal scored highest by the Owner's evaluators using the Selection Criteria. This Award shall have complied with all the requirements necessary to render it formal. The successful Bidder will be notified by email or letter mailed to the address shown on his Proposal that his bid has been accepted and that he has been awarded the Contract. No award will be made to any CDA until their insurance requirements are made satisfactory to the Owner.

EXECUTION OF AGREEMENT:

2.1 At least the number of counterparts specified in the contract form of the Agreement and such other Contract Documents as practicable will be executed and delivered by CDA to Owner within fifteen days of the Notice of Award; and Owner will execute and deliver one counterpart to CDA within ten days of receipt of the executed Agreement from CDA. Owner and CDA shall each receive an executed counterpart of the Contract Documents and additional confirmed copies as required.

One set of the Executed Contract Documents shall be filed by the Owner at the expense of the CDA. Once the actual costs for recording the contract are known, the Slidell City Attorney will contact the CDA to request a check be prepared and sent to the City Attorney for these costs. The City Attorney will then have the Contract recorded with the Clerk of Court or the Recorder of Mortgages in St. Tammany Parish.

DELIVERY OF BONDS:

2.2 NOT USED

COPIES OF DOCUMENTS:

2.3 Owner shall furnish to CDA up to three (3) copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

CDA'S PRE-START REPRESENTATIONS:

2.4 CDA represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the

requirements of the Contract Documents. CDA also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Conditions and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

2.5 NOT USED

STARTING THE PROJECT:

2.6 CDA shall start to perform his obligations under the Contract Documents immediately upon passage of storm for which the Owner issues a Notice to Proceed.

BEFORE STARTING PROJECT:

2.7 NOT USED

2.8 NOT USED

2.9 Before starting the Work at the site, CDA shall furnish Owner certificates of insurance as required by Article 5.

ARTICLE 3--CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Contract Documents to describe the work. The work to be done under the Contract shall be as described in this RFP, the Contract, together with all authorized alterations. The CDA shall furnish and provide, unless definitely and expressly stated to the contrary in the Proposal, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution and completion of the Work.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CDA finds a conflict, error or discrepancy in the Contract Documents, he/she shall call it to Owner's attention in writing at once and before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, then General Conditions.

Work, materials, or equipment described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4--AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1 Owner shall furnish, as indicated in the Contract Documents and not later than the date when needed by CDA, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CDA. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents.

PHYSICAL CONDITIONS--SURVEYS AND REPORTS

4.2 The Owner shall provide, upon request, available surveys and investigation reports of subsurface and latent physical conditions at the Project site.

UNFORSEEN PHYSICAL CONDITIONS

4.3 Contractor shall promptly notify Owner and CDA in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or anticipated in the design of the Project. CDA will promptly investigate those conditions and advise Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to CDA and Contractor.

REFERENCE POINTS

4.4 If required to perform the Work, Owner shall provide engineering surveys to establish reference points. Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. He shall report to CDA whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall replace and accurately relocate all reference points so lost, destroyed, or moved.

ARTICLE 5--BONDS AND INSURANCE

PERFORMANCE, PAYMENT AND OTHER BONDS

5.1 CDA shall furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Louisiana R. S. 38:2219.

The CDA's bondsman shall obligate himself to all the terms and covenants of this RFP and of contracts covering the work executed hereunder. The Owner reserves the right to order extra work or make changes by altering, adding to or deducting from the work under the conditions and in the manner herein described without notice to the CDA's surety and without in any manner affecting the liability of bondsman or releasing him from any of his obligations hereunder. The bond shall also secure for the Owner the faithful performance of the contract in strict accordance with Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the CDA is put to labor or expense by enforcement of contract and institution of concursus proceedings or through delinquency or insolvency of the contract, they shall be equitably paid for such extra expense and services involved.

The surety of the CDA shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Owner as guarantor, jointly and in solido with the CDA, for fulfillment of terms of the foregoing conditions.

The Owner reserves the right to submit to the Bonding Agent of the CDA at any time a report of the CDA's progress on the project. The CDA, upon written request, may receive copies of any report sent.

5.2 If the surety on any Bond furnished by CDA is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, CDA shall within five days thereafter to substitute another Bond and surety, both of which shall be acceptable to Owner.

CDA'S LIABILITY INSURANCE

5.3 Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the General Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include Owner and CDA as additional insured parties. Before starting the work, Contractor shall file with Owner and CDA, certificates of such insurance acceptable to Owner. These certificates shall contain a provision that should any of the policies described in the certificate be cancelled prior to the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Also, the City of Slidell shall be listed as "additionally insured" on the Certificate of Insurance.

The limits of liability coverage shall not be less than the following:

Bodily injury liability of \$1,000,000 per person and \$1,000,000 per accident.
Property damage liability of \$1,000,000 per accident.
Workman's Comp in the amount of \$1,000,000

OWNER'S LIABILITY INSURANCE

5.4 Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims, which may arise from operations under the Contract Documents.

PROPERTY INSURANCE

5.5 NOT USED

5.6 NOT USED

5.7 NOT USED

5.8 NOT USED

5.9 NOT USED

5.10 Owner, CDA, and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Paragraphs 5.3 through 5.11, inclusive. CDA and Contractor shall require similar waivers by Subcontractors in accordance with Paragraph 6.12.

5.11 NOT USED

ADDITIONAL BONDS AND INSURANCE

5.12 NOT USED

ARTICLE 6--CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

6.1 CDA shall confirm that the Work complies accurately and completely with the Contract Documents.

6.2 NOT USED

LABOR, MATERIALS AND EQUIPMENT:

6.3 CDA shall provide competent, suitably qualified personnel to perform all duties set forth in the Contract Documents.

6.4 NOT USED

6.5 NOT USED

6.6 NOT USED

SUBSTITUTE MATERIALS OR EQUIPMENT:

6.7 NOT USED

CONCERNING SUBCONTRACTORS:

6.8 CDA shall not employ any Subcontractor or other person or organization to perform his duties/obligations set out in the Contract Documents, whether initially or as a substitute, without the written consent of Owner.

6.9 Should the Owner consent to CDA employing a Subcontractor or other person or organization to perform his duties/obligations set out in the Contract Documents, CDA agrees CDA shall be fully responsible for all acts and omissions of his Subcontractor, other person or organization directly or indirectly employed by him and or persons and organizations for whose acts any of his may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct contract with CDA, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CDA on account of specific Work done in accordance with the schedule of values.

6.10 NOT USED

6.11 Should the Owner consent to CDA employing a Subcontractor or other person or organization to perform his duties/obligations set out in the Contract Documents, CDA agrees to bind specifically each and every Subcontractor, person or organization to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

6.12 NOT USED

PATENT FEES AND ROYALTIES:

6.13 NOT USED

PERMITS:

6.14 NOT USED

LAWS AND REGULATIONS:

6.15 CDA or Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CDA observes that the Contract Documents are at variance therewith, he shall give Owner prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CDA performs any Work knowing it to be contrary to such laws, ordinances, rules and

regulations, and without such notice to Owner, he/ she shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules and regulations.

TAXES:

6.16 NOT USED

USE OF PREMISES:

6.17 Contractor shall confine the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents.

6.18 NOT USED

RECORD DRAWINGS:

6.19 NOT USED

SAFETY AND PROTECTION:

6.20 CDA shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Monitoring Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 All CDA's employees on the Work,

6.20.2 NOT USED

6.20.3 NOT USED

6.20.4 CDA shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.21 NOT USED

EMERGENCIES:

6.22 NOT USED

SHOP DRAWINGS AND SAMPLES:

6.23 NOT USED

6.24 NOT USED

6.25 NOT USED

6.26 NOT USED

6.27 NOT USED

6.28 NOT USED

CLEANING:

6.29 NOT USED

INDEMNIFICATION:

6.30 CDA agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CDA, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of Slidell as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. CDA agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

6.31 NOT USED

6.32 NOT USED

ARTICLE 7--WORK BY OTHERS

7.1 Owner may perform additional work related to the Work or Project by himself, or he may let other direct contracts therefore, which shall contain General Conditions similar to these. CDA shall afford the other contractors who are parties to such direct contracts (or Owner, if he is performing the additional work himself), reasonable opportunity for the the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of CDA's Work depends for proper execution or results upon the work of any such other contractor (or Owner), CDA shall inspect and promptly report to Owner in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies, which may appear in the other work after the execution of his Work.

7.3 NOT USED

7.4 If the performance of additional work by other contractors or Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CDA prior to starting any such additional work.

ARTICLE 8--OWNER'S RESPONSIBILITIES

8.1 NOT USED

8.2 NOT USED

8.3 Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to CDA promptly after they are due as provided in Paragraphs 14.4 and 14.13.

8.4 Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to CDA and Contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work.

8.5 Owner's responsibilities in respect of liability and property insurance are set forth in Paragraph 5.4 and 5.5.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, Owner (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute reasonable Change Orders that will be reimbursed by FEMA.

8.7 Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.2.

8.8 In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of CDA under certain circumstances.

ARTICLE 9--CDA'S STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE:

9.1 CDA will be Owner's representative during the Work period. The duties and responsibilities and the limitations of authority of CDA as Owner's representative during construction are set forth in these General Conditions and shall not be extended without written consent of Owner and CDA.

VISITS TO SITE:

9.2 CDA -- CDA will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work of contractors.

CLARIFICATIONS AND INTERPRETATIONS

9.3 CDA will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

REJECTING DEFECTIVE WORK:

9.4 CDA will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment) as provided in Paragraph 13.7, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.5 NOT USED

9.6 In connection with CDA's responsibility for Change Orders, see Articles 10, 11 and 12.

9.7 In connection with CDA's responsibilities in respect of Applications for Payment, etc., see Article 14.

9.8 NOT USED

DECISIONS ON DISAGREEMENTS:

9.9 CDA will be the interpreter of the requirements of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to CDA for decision, which he will render in writing within a reasonable time.

9.10 NOT USED

LIMITATIONS ON CDA'S RESPONSIBILITIES:

9.11 Neither CDA's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CDA to Contractor, any Subcontractor, any materialman, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

9.12 CDA will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs

incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.13 CDA will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

ARTICLE 10--CHANGES IN THE WORK

10.1 NOT USED

10.2 CDA may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

10.3 NOT USED

10.4 NOT USED

10.5 NOT USED

ARTICLE 11--CHANGE OF CONTRACT PRICE

11.1 The Contract Price will be the sum total of unit prices in the proposal and associated quantities approved to perform the Work. All duties, responsibilities and obligations assigned to or undertaken by CDA shall be included in the Contract Price. No other compensation is available unless expressly approved by the Owner and by FEMA.

11.2 NOT USED

11.3 NOT USED

COST OF THE WORK:

11.4 NOT USED

11.4.1 NOT USED

11.4.2 NOT USED

11.4.3 NOT USED

11.4.4 NOT USED

11.4.5 NOT USED

11.5 NOT USED

CONTRACTOR'S FEE:

11.6 NOT USED

11.7 NOT USED

11.8 Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4 and 11.5, Contractor will submit in a form prescribed by CDA an itemized cost breakdown together with supporting data.

11.9 NOT USED

ARTICLE 12 - CHANGE OF THE CONTRACT TIME (NOT USED)

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK (NOT USED)

ARTICLE 14--PAYMENTS AND COMPLETION

14.1 NOT USED

APPLICATION FOR PROGRESS PAYMENT:

14.2 At least ten (10) days before each progress payment falls due (but not more than once a month), CDA shall submit to Owner for review an Application for Payment filled out and signed by CDA covering the Work completed as of the date of the Application and accompanied by such data and schedules as Owner may reasonably require. Each subsequent Application for Payment shall include an affidavit of CDA stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.

CDA'S WARRANTY OF TITLE:

14.3 CDA warrants and guarantees that title to all Work covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

APPROVAL OF PAYMENTS:

14.4 Owner will, within ten (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment or return the Application to CDA indicating in writing their reasons for refusing to approve payment. In the latter case, CDA may make the necessary corrections and re-submit the Application. Owner shall, within thirty (30) days of presentation to him of an approved Application for Payment, pay Contractor the amount approved.

14.5 CDA's approval of any payment requested in an Application for Payment will constitute a representation by him to Owner, based on CDA's on-site observations of the Work in progress as an experienced and qualified professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that Contractor is entitled to payment of the amount approved. .

14.6 CDA's approval of final payment will constitute an additional representation by him, to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7 CDA may refuse to approve the whole or any part of any payment if, in his/ her opinion, it is incorrect to make such representations to Owner. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent-- as may be necessary in his opinion to protect Owner from loss because:

14.7.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 Claims or Liens have been filed or there is reasonable cause to believe such may be filed,

14.7.3 NOT USED

14.7.4 Owner has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9, or

14.7.5 Of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

SUBSTANTIAL COMPLETION:

14.8 NOT USED

14.9 NOT USED

PARTIAL UTILIZATION:

14.10 NOT USED

FINAL INSPECTION:

14.11 Upon written notice from Contractor that the Work is complete, CDA will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars for which this inspection reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12 The final Application for Payment shall be accompanied by such data and schedules as Owner may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of the Contract Documents and the labor and services performed. In lieu thereof and as approved by Owner, CDA may furnish receipts or releases in full; an affidavit of CDA that the releases and receipts include all labor and services for which a Lien could be filed, and that all payrolls, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment CDA may furnish a Bond or other collateral satisfactory to Owner to indemnify him against any Lien.

APPROVAL OF FINAL PAYMENT:

14.13 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment--all as required by the Contract Documents, Owner is satisfied that the Work has been completed and CDA has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to Owner for payment. Owner shall, within thirty (30) days of presentation to him of an approved final Application for Payment, pay Contractor the amount approved by CDA.

14.14 NOT USED

CONTRACTOR'S CONTINUING OBLIGATION:

14.15 CDA's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by Owner, nor any payment by Owner to CDA under the Contract Documents, nor any correction of defective work by Owner shall constitute an acceptance of Work not in accordance with the Contract documents.

WAIVER OF CLAIMS:

14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by Owner against CDA other than those arising from unsettled Liens, defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

14.16.2 a waiver of all claims by CDA against Owner other than those previously made in writing and still unsettled.

MAINTENANCE BONDS:

14.17 NOT USED

**ARTICLE 15--SUSPENSION OF WORK AND TERMINATION
OWNER MAY SUSPEND WORK:**

15.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and CDA which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor may be allowed an increase in the Contract Price directly attributable to any suspension if he makes a claim therefore as provided in Article 11.

OWNER MAY TERMINATE:

15.2 If CDA is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CDA or for any of his property, or if he files a petition to take advantage of any debtor's act, or to re-organize under the bankruptcy or similar laws, or if he repeatedly fails to supply

sufficient skilled workmen, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Owner, or if he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving CDA and his Surety seven days, written notice, terminate the services of CDA and take possession of the Project and finish the Work by whatever method he may deem expedient. In such case CDA shall not be entitled to receive any further payment until the work is finished.

15.3 Where CDA's services have been so terminated by Owner, said terminations shall not affect any right of Owner against CDA then existing or which may thereafter accrue. Any retention or payment of monies by Owner due CDA will not release CDA from liability.

15.4 Upon seven (7) days written notice to Contractor and CDA, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such cases, CDA shall be paid for all Work executed and any expense sustained plus a reasonable profit.

15.5 NOT USED

ARTICLE 16--ARBITRATION

16.1 Arbitration shall not be an acceptable method of settlement for any claim, dispute, discrepancy, deficiency, or other matter associated directly or indirectly with the work, unless specifically agreed to in writing by all parties associated with the Work.

ARTICLE 17--MISCELLANEOUS

GIVING NOTICE:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

COMPUTATION OF TIME:

17.2 When any period of time is referred to in the Contract Documents by days, it shall be commuted to include the first and the last day of such period. If the last day of any

such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

GENERAL:

17.3 NOT USED

17.4 NOT USED

17.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitations, the warranties, guarantees and obligations imposed upon CDA by Paragraphs 6.30 and 14.3 and the rights and remedies available to Owner thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

17.6 Should Owner or CDA suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7 The Contract Documents shall be governed by the law of the place of the Project.

17.8 NOT USED

17.9 NOT USED

17.10 The OWNER and the CDA agree that in the event either party institutes legal action against the other under the contract, the claimant in such legal action shall pay to the other party a portion of the defense costs, including investigations, engineering fees, attorney's fees, expert witnesses, fees, court costs and any other expenses of defense which may be incurred by such other party. Such portion of the defense costs shall bear the same ratio to the total defense costs incurred by the other party as the dollar amount of the claimant's monetary demands, which were not sustained, by the court bears to the total dollar amount of the claimant's monetary demands. The party or parties whose claims were not sustained in whole or in part shall pay such portion of the defense costs to the other party or parties as part of the court's assessment of costs within 30 days after final determination of the claims and after being furnished by the other party or parties with an itemized listing of the total defense costs incurred.

ARTICLE 18--TIME FOR COMPLETION AND LIQUIDATED DAMAGES (NOT USED)

Attachment A:

RFP – ROADWAY CLEARING (PUSH)

(for reference)

Attachment B:

RFP - DEBRIS REMOVAL & DISPOSAL

(for reference)

Attachment C:

CONTRACT FORM

CONTRACT FORM

2015 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL MONITORING

CITY OF SLIDELL, LOUISIANA

SLIDELL JOB NO. 950-73C/ RFP 15-P006

THIS AGREEMENT, made this _____ day of _____, 2015 at the City of Slidell, Parish of St. Tammany, State of Louisiana by and between the City of Slidell, Louisiana, hereinafter called "Owner" and _____ hereinafter called the "Contractor."

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to complete in every detail the project described as follows:

2015 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL MONITORING

CITY OF SLIDELL, LOUISIANA

SLIDELL JOB NO. 950-73C/ RFP 15-P006

in compliance with the Public Notice, Proposal Form, Contract, Performance Bond, RFP including General Conditions, and such Addenda thereto as may be issued prior to execution of this Contract, all in a thorough and workmanlike manner.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.
3. **The Contractor shall not commence any work under this Contract without specific authorization from the City of Slidell following a specific disaster declaration.** Upon such Notice, the contractor shall commence work under this contract within 72 hours from the "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within the time allotted for the debris removal.
4. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Contract Documents, and in accordance with the schedule attached which was submitted as part of the proposal package.
5. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.

6. HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

_____ (Other Party) agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Other Party), its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of Slidell as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. _____ (Other Party) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

7. Contractor agrees to comply with the following Federally Funded project requirements:

FEDERAL COMPLIANCE REGULATIONS

Federal regulations apply to all City of Slidell contracts using Federal funds as a source for the solicitation of goods and services. Contractor must comply with the following Federal requirement as applicable:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

COPYRIGHTS

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Grantor financial

support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views.

ENERGY POLICY AND CONSERVATION ACT

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 (Pub. L. 94-163).

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees).

PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights. Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

REMEDIES

Louisiana law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms.

REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports.

RETENTION OF ALL RECORDS

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

TERMINATION FOR CAUSE

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms and/or conditions of the Contract provided that the City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under Louisiana law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure.

TERMINATION FOR CONVENIENCE

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **three (3)** original counterparts on the day and year first hereinabove written.

WITNESSES:

Contractor

Signature

Printed Name

Title

WITNESSES:

CITY OF SLIDELL

Owner

Signature

Printed Name

Mayor

Attachment D:

PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

_____ and (2) *

_____ hereinafter called "Principal" and (3) *

_____ a Surety Company
authorized to do and doing business in the State of Louisiana, hereinafter called
"Surety" are held and firmly bound unto the Mayor of the City of Slidell, Louisiana,
hereinafter called "Owner" in penal sums of

_____ dollars
(\$_____) Payment Bond in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered
into a certain contract with the Owner dated the _____ day of _____,
2015, a copy of which is hereto attached and made a part hereof for the furnishing of:

**2015 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL MONITORING
CITY OF SLIDELL, LOUISIANA
SLIDELL JOB NO. 950-73C/ RFP 15-P006**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the
prosecution of the work provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline,
coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of such work and all insurance premiums on said work,
and for all labor, performed in such work whether by subcontractor or otherwise, then
this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alterations or addition to the terms of the
contract or to the work to be performed thereunder or the Contract Documents
accompanying the same shall in anywise affect its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the Work.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is execute in **Three (3)** originals each one of
which shall be deemed an original, this the _____ day of _____, 2015.

ATTEST: _____
(Principal Secretary)

Principal

BY: _____

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

(SEAL)

Surety

Witness as to Surety

BY: _____

Attorney-in-Fact

Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF THIS AGREEMENT.

- * 1. Correct name of Contractor.
- * 2. A Corporation, a partnership, or an Individual, as case may be.
- * 3. Correct name of Surety.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (I) *

_____ and (2) *

_____ hereinafter called "Principal" and (3) *

_____ a Surety Company
authorized to do and doing business in the State of Louisiana, hereinafter called
"Surety" are held and firmly bound unto the Mayor of the City of Slidell, Louisiana,
hereinafter called "Owner" in penal sums of

_____ dollars
(\$ _____) Performance Bond and in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered
into a certain contract with the Owner dated the _____ day of _____,
2015, a copy of which is hereto attached and made a part hereof for the furnishing of:

2015 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL MONITORING CITY OF SLIDELL, LOUISIANA SLIDELL JOB NO. 950-73C/ RFP 15-P006

NOW, THEREFORE, if said Contractor shall well and truly in good, sufficient and
workmanship manner, and to the satisfaction of the Owner, perform and complete the
work required and shall pay all costs, charges, rentals and expenses for labor, material,
supplies and equipment and deliver the said improvement to the owner complete and
ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to the
Owner by reason of any default or neglect of the said Contractor in the performance of
said agreement and said work, then this obligation shall be void, otherwise to remain in
full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alterations or addition to the terms of the
contract or to the work to be performed thereunder or the Contract Documents
accompanying the same shall in anywise affect its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the Work.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is execute in **Three (3)** originals each one of
which shall be deemed an original, this the _____ day of _____, 2015.

ATTEST: _____
(Principal Secretary)

Principal

BY: _____

Address

Witness as to Principal

Address

ATTEST: _____
(Surety) Secretary

(SEAL)

Surety

Witness as to Surety

BY: _____
Attorney-in-Fact

Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF
THIS AGREEMENT.

- * 1. Correct name of Contractor.
- * 2. A Corporation, a partnership, or an Individual, as case may be.
- * 3. Correct name of Surety.

Attachment E:

ATTESTATION CLAUSE CERTIFICATION FORM

Name of Project

Project No.

ATTESTATIONS

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- | | |
|--|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14: 120) | (d) Money laundering (R.S. 14:230) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of payments
(R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14: 134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

LA. R.S. 38:2212.10 Verification of Employees

- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER