

REQUEST FOR PROPOSALS
FOR
2015 HURRICANE SEASON
POST-DISASTER DEBRIS REMOVAL AND DISPOSAL
Slidell File No: 950-73B

RFP # 15-P005

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

Submit *three (3)* copies of the completed Proposal Form to
Director of Finance,
2045 Second St, Suite 214,
Slidell LA 70458

City of Slidell
Engineering Department
(985) 646-4270

TABLE OF CONTENTS
REQUEST FOR PROPOSALS
FOR THE CITY OF SLIDELL

2015 HURRICANE SEASON
POST-DISASTER DEBRIS REMOVAL AND DISPOSAL
Slidell File No: 950-73B
RFP # 15-P005

SECTION	PAGE
SECTION 1: INTRODUCTION	1
SECTION 2: SCOPE OF WORK	3
SECTION 3: MEASUREMENT AND PAYMENT	18
SECTION 4: PROJECT MEETINGS	23
SECTION 5: SUBMITTALS	26
SECTION 6: PROPOSAL SHEET	30
SECTION 7: SELECTION CRITERIA	33
INSTRUCTIONS TO CONTRACTORS	36
GENERAL CONDITIONS	GC-1 through GC-31
Attachment A: CONTRACT FORM	
Attachment B: ATTESTATION CLAUSE CERTIFICATION FORM	
Attachment C: PAYMENT BOND and PERFORMANCE BOND	

REQUEST FOR PROPOSALS
2015 HURRICANE SEASON
POST-DISASTER DEBRIS REMOVAL AND DISPOSAL
Slidell File No: 950-73B
RFP # 15-P005

SECTION 1: INTRODUCTION

The selected contractor for the Debris Removal & Disposal must have all equipment and personnel ready and available to work 4 days after passage of storm. Mobilization, insurance, and bonding will be part of the unit prices established by the proposal.

The bidder must certify that he is a licensed contractor in the State of Louisiana for the type of work upon which he is bidding. The bidder must show his Louisiana Contract License Number on the bid and on the face of the bid envelope. Any bid not in compliance with the above requirements shall be subject to automatic rejection. Also, the Contractor is notified that he shall be required to acquire any and all necessary licenses for work within the incorporated limits of the City of Slidell, Louisiana.

The schedule of contract items and unit prices provided in the bid proposal 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 unit prices 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%) which-ever 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 contractor

Payment under this contract will only be made for debris removal and disposal that FEMA determines eligible for reimbursement.

The City of Slidell shall determine when this contract becomes active by issuing a written Notice to Proceed. A separate Notice to Proceed shall be issued for separate storm events, if applicable. During any one event, the City may elect to use all or just some of the unit prices in the rate schedule.

BIDDER'S CHECKLIST

- ☐ Proposal Forms including all unit prices and proposal sheets.
(Remember: In case of mathematical discrepancies the unit price shall take precedence – so check the unit prices and extensions carefully).
- ☐ Authorized signature of bidder on proposal forms.
- ☐ Acknowledge all addenda.
- ☐ Contractor's name and license number on the outside of the envelope.
- ☐ Proper labeling as proposal for the project on outside of the envelope.
- ☐ Delivered to the Office of the Finance Director.

SECTION 2: SCOPE OF WORK

PART 1: GENERAL

1.01 PROJECT DESCRIPTION

The City of Slidell desires to provide debris removal service in order to remove eligible construction debris, loose vegetative debris, leaning trees and trees with hanging limbs, wherein this debris is deemed to pose an imminent danger and threat to the public health, safety and welfare of the residents of Slidell. All work performed under this Project/Contract shall be coordinated, supervised and monitored by the City Designated Agent (CDA). **Payment will only be made for debris removal or disposal within the Slidell city limits and only if FEMA determines this work is eligible for reimbursement, unless otherwise approved in writing by the City of Slidell.**

1.02 GENERAL SCOPE OF WORK

The Contractor shall provide all equipment, operators, and laborers for disaster related debris removal within the corporate limits of Slidell. This proposal may be used for debris removal from natural disasters with similar scope of work (i.e. Hurricanes, Tornados). The Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment under this contract. The contractor shall provide sufficient management, administration, supervision and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. **ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED WITHIN THE TIME LIMIT OF THE DISASTER DECLARATION UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF SLIDELL.** The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state and local governments or agencies or any public utilities. The Contractor shall not move from one designated work area to another designated work area without prior approval and receipt of approval from the CDA. Piles of debris must be removed in order of location without skipping over debris piles, which may be smaller or troublesome, unless approved by the CDA. The Contractor shall remove all dirt, mud and litter from the roadways resulting from its operations immediately after debris is removed. The contractor shall restore all drain-ways or ROW areas from damage as soon as possible after debris removal. Contractor shall notify the CDA office by 2:00 pm each day of the number of crews that will be working the following day for the purpose of scheduling CDA personnel assigned to Contractor's crews. The Contractor shall have the financial ability to fund the project and pay subcontractors on a timely basis.

NOTE: City of Slidell does not have to use any of the unit prices if the disaster does not warrant the needed work item. In addition, all unit price items may not be selected for contract.

1.03 DEBRIS REMOVAL

The work shall consist of debris removal from rights of way (ROW). If the disaster is deemed such that City of Slidell receives permission to go onto private property then privately maintained rights of way, private property and contiguous piles of debris may be included as directed by the CDA. This will not include private property demolition of structures. Contiguous piles will be defined by the CDA depending on the magnitude of the disaster. The scope of debris removal, transportation and disposal shall be in accordance with all applicable federal, state and local regulations governing this activity including but not limited to FEMA guidelines, Louisiana Department of Transportation and Development (LDOTD) transportation requirements, debris disposal permits, debris containing hazardous substances and practices regarding OSHA.

1.04 IDENTIFICATION OF HAZARDOUS SUBSTANCES AND OTHER WASTE

The work shall include the hazardous substance inspection prior to or during debris removal. Such removal, handling, transportation and disposal of hazardous substances, including asbestos, shall be performed in accordance with all applicable federal, state and local regulations and laws. The Contractor is responsible for the removal, handling, transportation and disposition of all HHW, HTW, Petroleum Products, E-Waste, Ozone Depleting Substances, White Goods and Small Motorized Equipment in accordance with all applicable federal, state and local regulations and laws governing same.

1.05 CONSTRUCTION DEBRIS AND VEGETATIVE DEBRIS

The work shall include the removal of eligible construction and vegetative debris from Rights of way. Such work shall include the removal, transportation and disposal of this debris in accordance with all applicable federal, state and local regulations and laws governing same.

1.06 HAZARDOUS LEANING TREES, LIMBS, AND STUMPS

The work shall include the removal of eligible hazardous leaning trees, hanging limbs, stumps and backfill for stump holes. The Contractor shall determine the make-up of the removal crews, equipment and labor, for each site area identified by the CDA. The make-up of the removal crews will be dependent on site conditions and the environmental sensitivity of the sites. The Contractor shall provide all labor and materials necessary to fully plan, manage, operate and maintain (including fuel, oil, grease and repairs) all equipment required for this work. All equipment must be in compliance with all applicable federal, state and local rules and regulations. All equipment shall have a placard with the Contractor's name and equipment identification number that is visually accessible and legible to the CDA. This work includes, but not limited to, the following: removal of hazardous hanging limbs 2 inches in diameter or larger, removal of hazardous trees, removal of stumps, backfilling of stump holes, and

associated debris. Debris removal, reduction and disposal shall be in accordance with the terms of the contract. The hazardous leaning trees to be removed will include those leaning 30 degrees or more, downed in whole, snapped off above ground or identified for extraction. Stump holes shall be backfilled with clean suitable materials with CDA approval to match the existing grade. Note that stump holes include all cavities beyond the extraction stump holes. Leaning trees, hanging limbs, and stumps to be cut or extracted will be identified by the CDA. The contractor may be required to grind some stumps if large equipment cannot access the work area. The CDA through FEMA will designate and physically identify all eligible debris and work in this section. **A Louisiana licensed Arborist shall be on staff with the contractor during tree cutting activity. The Contractor shall hire the Louisiana licensed Arborist as part of the pay items relating to this activity unless FEMA makes a waiver for this requirement.**

1.07 DAMAGE

The Contractor shall repair all roadways, sidewalks, utilities, drainage structures and other features not designated for debris removal, which are damaged by Contractor operations. This will include re-sloping damaged surfaces to original grade. The Contractor shall respond to damage claims within seven (7) days upon receipt of same and shall settle valid claims within thirty (30) days. City of Slidell shall have final authority over damage assessment and dispute resolution **The Contractor shall hold forever harmless City of Slidell, its elected officials, agencies, boards and commissions, employees, representatives, servants and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Contractor, its employees, CDA, representatives, and/or Sub-Contractors in the performance of work under this contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.**

1.08 PERFORMANCE

The Contractor shall commence performance within forty-eight (48) hours after receipt of Notice to Proceed. The Contractor shall work during daylight hours, 7 days per week or as directed by the CDA in coordination with City officials.

1.09 MOBILIZATION

Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures needed to access the project sites, the costs of bonds, required insurance and all other pre and post construction expenses necessary

to perform this work. It shall be duly noted such expenses are the sole responsibility of the contractor and are not directly reimbursable.

1.10 STAGING, REDUCTION AND DISPOSAL SITES

The Contractor is responsible to negotiate and secure contracts for all sites and site access for staging areas and disposal sites. **Debris management sites for reduction of waste must be on the City of Slidell preapproved list.**

Contractor shall be responsible for all costs associated with debris removal, transportation, handling, reduction, and final disposal, regardless of whether there is a pay item in the contract. That is, any cost incurred from pickup to final disposal, if not accounted for directly in a pay item, shall be no direct pay.

All work shall be coordinated with adjacent landowners throughout the project duration. All infrastructure, facilities and property affected by site access and staging shall be restored to their original condition. Contractor shall videotape all staging areas prior to mobilization to assure proper restoration. The Contractor shall be responsible for the segregation of debris to facilitate disposal of debris or any combination of mixed debris. Mixed debris will not be paid for unless separated. **The cost of reducing waste, if required, shall be included in the proposal for each type of material.** If segregation and/or reduction is required, contractor must provide adequate facility, equipment, and labor to do so and must meet all State, Federal, and Local permitting requirements. Mixed debris, once separated, will be paid for as disposal of each distinct type of material as identified in the proposal. The Contractor shall provide the name and address of the dumpsite, staging, or reduction area and written approval from LADEQ advising that same is approved for the debris staging, reduction, or disposal of the designated debris. **The Contractor is responsible for all tipping fees, disposal costs, and shall provide proof of a contract or an account with all of the landfills, which he designates for disposal under this contract PRIOR TO EXECUTION OF THE CONTRACT.**

Contractor shall furnish the following for each approved site before any load tickets will be issued:

- a. A properly constructed monitoring tower with platform and cover of sufficient height as to allow the CDA, Dump Site Monitor, FEMA Representative and the Contractor a clear line of sight into the dump bed of the vehicle or trailer to determine the percent full of the vehicle.
- b. Portable Restrooms
- c. All access requirements for safe and adequate ingress and egress, including traffic controls.
- d. Adequate signage, cones, and flagmen as required in order to ensure site safety.

PART 2: SERVICES

The Contractor shall provide all management, administration, supervision, labor and equipment necessary to complete the work required in the contract.

Activities required prior to starting work are:

- 2.01 Prior to debris pick up, the Contractor shall have all subcontractors and subcontractor's equipment certified and registered with the CDA and City of Slidell. All debris removal equipment must be digitally photographed and documented with the CDA.
- 2.02 If removal of hazardous materials is required, the Contractor shall complete removal of hazardous substance waste streams in no more than two workdays unless the CDA provides written authorization for increased work durations.
- 2.03 The debris removal work also includes providing all equipment, materials, and labor in accordance with local requirements. For locating and marking the locations of underground utilities, the Contractor shall coordinate with the appropriate local service providers and/or contact Louisiana One Call at (800) 272-3020. The Contractor will not be liable for any preexisting damage to utilities.
- 2.04 The Contractor shall take reasonable care not to damage personal property items while removing debris. The Contractor is not responsible for storm related or other preexisting damage to personal property. The Contractor shall perform reasonable due diligence in ascertaining preexisting damages.
- 2.05 Debris removal shall not begin on areas without the CDA present.
- 2.06 During the removal and transporting of associated debris, water shall be used to control dust. A water truck shall be required at each disposal site. The amount of dust resulting from debris disposal shall be controlled to prevent the spread of dust to occupy areas near the disposal site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in, or create, hazardous or objectionable conditions such as flooding and pollution. It shall be the responsibility of the Contractor to utilize appropriate misting nozzles to apply water to the debris.
- 2.07 The Contractor is responsible for the complete removal of all debris related to the disaster. Upon the commencement of work in a designated area the contractor may not leave until the debris has been removed sufficiently to satisfy the CDA.

- 2.08 The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, spotters, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with the above requirement.

PART 3: SUBMITTALS REQUIREMENTS – PRE-STARTUP

3.01 CONTRACTOR SAFETY PLAN

The Contractor shall submit a Contractor Safety Plan. The plan shall address tasks, hazards, and mitigation measures for review and approval prior to implementation of any debris removal. One copy of the completed Contractor Safety Plan shall be provided to the CDA Manager within five (5) working days of contract award. This plan must be reviewed by the CDA prior to the commencement of any work.

3.02 CONTRACTOR DEBRIS REMOVAL AND DISPOSAL PLAN

The Contractor shall develop a Plan for the debris removal in concert with the CDA. Where reduction is required, debris management sites shall be identified in the Plan. The Plan shall also cover training; evaluation of debris for the presence of regulated and hazardous substances and materials; hazardous material removal; and transport and disposal of all types of debris, and coordination of measurement procedures.

3.03 CONTRACTOR DAILY SAFETY MEETINGS

A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures and shall include the signatures of all in attendance.

3.04 DAILY OPERATIONAL REPORT

The Contractor shall submit daily operational reports. A separate operational report is required for each area location. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day by the contractor through the CDA. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the work accomplished for that day.

3.05 WORK SCHEDULE

The Contractor shall provide a work schedule including a time line for each area status schedule. The work schedule shall include area of work projected per week and the next two weeks of where and when the Contractor anticipates working.

3.06 SUBMITTALS

The Contractor shall provide the following submittals to the CDA for review and/or approval five days after notice of award:

- a. Contractor Safety Plan
- b. Contractor Debris Removal Plan
- c. Contractor Quality Assurance/Quality Control Plan
- d. Project Organizational Chart
- e. Area of Work Timeline and Schedule of Work
- f. Copies of all required permits
- g. Proof of contract or account with all landfills to be used for disposal.
- h. Equipment and subcontractor list.

PART 4: ENVIRONMENTAL PROTECTION, PROTECTION OF PROPERTY AND RESTORATION

While the Contractor shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during disposal, the Contractor shall also manage surface water runoff for compliance with applicable federal, state, and local requirements.

For the purpose of this contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this contract. Environmental protection requires consideration of air, water and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its Sub-Contractors shall incorporate appropriate measures to manage environmental pollution arising from the activities in performance of this contract. While trucks hauling suspected ACM shall be lined, all trucks will have their loads covered with tarps during transport.

The Contractor will address potential asbestos containing materials using Best Management Practices to the maximum extent practical, for the purpose of: (1) conformance with LESHAP and (2) removal of appropriate ACM, and (3) classifying the waste stream resulting from debris removal of construction and demolition (C&D) debris.

4.02 HAZARDOUS AND SENSITIVE MATERIALS

- a. The Contractor shall not remove or disturb any human remains. If human remains are encountered at a site during debris removal activities, all work at that site shall be stopped. The Contractor shall immediately notify:
 1. The CDA Field Supervisor or designated representative
 2. Local Law Enforcement
 3. Local Government Officials
- b. If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify:
 1. The CDA Field Supervisor or designated representative
- c. If the Contractor encounters ammunition, weapons, or explosives on site or during debris cleanup activities, all work shall be stopped in the adjacent area. Work may continue in other areas on site. The Contractor shall immediately notify:
 1. The CDA Field Supervisor or designated representative
 2. Local Law Enforcement
 3. Local Government Officials
 4. EPA
- d. If the Contractor encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall the Contractor, Sub-Contractors or employees keep any found items for souvenirs or other uses. The Contractor shall immediately notify:
 1. The CDA Field Supervisor or designated representative
 2. Local Government Officials

4.03 HOUSEHOLD HAZARDOUS WASTE (HHW)

Household Hazardous Waste is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW include, but are not limited

to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners. HHW shall be segregated on site and disposed of in a proper landfill. Contractor personnel who will be handling HHW materials shall be appropriately trained.

4.04 HAZARDOUS AND TOXIC WASTES (HTW)

Hazardous and Toxic Wastes assessments discovered during debris removal operations (i.e. – 55-gallon drum of unknown material), they shall be immediately identified and report to the CDA Manager or designated representative, so a determination as to the disposition of the material can be made. Contractor personnel who will handle HTW materials shall be appropriately trained and shall have the required LADEQ accreditations.

4.05 PETROLEUM PRODUCTS

All storage tanks containing gasoline, diesel, propane or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate Federal, State, and Local agencies. Portable storage containers (oil cans, gas cans, etc.) containing these products shall be segregated and disposed of in an appropriate manner. Contractor personnel who will be handling HHW materials shall be appropriately trained.

4.06 E-WASTES

E-Waste products shall be segregated on site and disposed of in an appropriate manner. Examples of E-Waste include, but are not limited to: computers, televisions, radios, VCR's, stereos, copiers, fax machines, and other common electronic products.

4.07 OZONE DEPLETING SUBSTANCES

If in the process of debris removal, items containing ozone depleting substances are identified (white goods and HVAC requiring recycling Freon); the Contractor shall handle them in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

4.08 WHITE GOODS

All white goods shall be segregated on site and placed in the right-of-way for appropriate disposition.

4.09 SMALL GASOLINE MOTORIZED EQUIPMENT

Small gasoline motorized items including lawn mowers, generators and other small lawn-care equipment such as, but not limited to edgers, weed eaters, chain saws, pole saws, etc., shall be segregated on site and placed in the right-of-way for appropriate disposal.

PART 5: DEBRIS CLASSIFICATION

Eligible debris under this contract consists of debris generated from the disaster declared incidents. Debris shall be determined as to the type by the CDA prior to disposal.

PART 6: DEBRIS REMOVAL AND DISPOSAL

- 6.01 Eligible debris and other waste shall be taken from the right of way to the disposal site or to a reduction site if the contractor elects. The Contractor shall not stock pile debris for pre-pick up in front of resident's homes or property unless written authorization has been obtained. Any damage in this situation shall be resolved by the contractor regardless of agreements with homeowners.

The debris shall be mechanically loaded and compacted into trucks and taken to the Contractor designated disposal sites approved by LDEQ. Uncontaminated debris may be taken to a reduction site approved by LADEQ prior to transporting to the final disposal site.

- 6.02 Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall be in compliance with all applicable federal, state and local regulations and laws governing same.
- 6.03 Load tickets shall be filled out for tracking purposes of the removal of ALL Debris and shall include the volume in cubic yards for each load being hauled to the landfill/reduction site. Load tickets shall be noted as such. Load tickets shall document cubic yard volume measurements for eligible debris, and shall be provided by the Contracting Officer. The load tickets will be five parts, sequentially numbered and color-coded.

Each load ticket shall contain the following information:

- a. Ticket Number
- b. Date
- c. Contractor's Name
- d. Subcontractor Name and Crew ID
- e. Truck Number
- f. Point of Debris Collection (e.g., street address)

- g. Truck Capacity
- h. Loading Departure Time/Inspector
- i. Disposal Site Arrival Time/Inspector
- j. Actual Debris Volume
- k. Truck Driver
- l. Debris Classification
- m. Disposal Site

- 6.04 The entire five-part load ticket is given to the vehicle operator by the CDA prior to leaving the loading area. Upon arrival at the disposal site, the vehicle operator shall give the entire five-part load ticket to the CDA. The CDA will verify the hauler and equipment and determine each truck's actual volume of debris that is being hauled, after deducting void spaces, if any. The actual volume of debris will be recorded on the load tickets by the CDA to the nearest cubic yard and the vehicle operator will be provided with three of the copies. The Contractor shall submit one copy of the load tickets with the daily report.

PART 7: EQUIPMENT

- 7.01 All trucks and other equipment shall be in compliance with all applicable federal, state and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris shall be covered with a tarp while hauling debris and shall be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and shall not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the CDA. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for use as a tailgate. All hauling equipment shall be measured and marked, and certified for its load capacity by the CDA or the designated representative. The Contractor shall inspect all equipment prior to use and ensure all loads are covered prior to departing the site in accordance with all applicable federal, state and local

regulations and laws governing same. All vehicles must have a fully charged fire extinguisher and all trailers, dump beds and containers must have a tarp over the debris prior to receiving a load ticket. Debris must not exceed eighteen inches over the top of the bedsides or above height requirements for travel.

- 7.02 Trucks designated for use under this contract shall be equipped with two signs (adhesive placards), one attached to each side. Magnetic signs are not permissible. The Contractor shall provide these signs. Each truck or trailer shall be certified after being inspected and measured and shall contain a placard that will be numbered and clearly display the load capacity for identification with a permanent marking. No capacity can exceed 100% of the measured volume. Maximum allowable yardage that will be paid is 95%. Yardage will only be paid in 5% increments.
- 7.03 Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this contract.
- 7.04 Equipment and trucks will not be allowed to park over-night on any streets within the City.

PART 8: OTHER CONSIDERATIONS

- 8.01 The Contractor shall designate a Contractor Representative (CR) at each location to supervise work in progress. The CDA will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Contracting Officer for performance of all work under the contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and Daily Safety Plan, have the authority to determine for the Contractor when work is ready for government inspection and make decisions for the Contractor on additional performance of work, when necessary. The CR shall meet with managing CDA Staff once weekly in the CDA office or other designated location.
- 8.02 The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during operations. The

Contractor shall return signs to pre-existing location and condition following completion of operations if damaged.

- 8.03 The Contractor will comply with the safety requirements contained in EM385-1-1, latest edition, Safety and Health Requirements Manual, OSHA, EPA, and other State and Federal Laws that address a safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this Contract.
- 8.04 Compliance with the provisions of this contract by subcontractors will be the responsibility of the Contractor.
- 8.05 The Contractor must be duly licensed to perform the work in the State of Louisiana per statutory requirements and will obtain all applicable Louisiana insurance coverage including Louisiana Workers Compensation Coverage. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the contract. Copies of all permits shall be submitted to the CDA prior to commencement of work. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any Sub-Contractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

PART 9: SPECIAL CONSIDERATIONS

- 9.01 The Contractor shall secure the work area to provide a safe work site. The Contractor shall exercise due care to minimize any damage to trees, shrubs, landscaping and general property. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner. Any damage to private property shall be repaired at the Contractor's expense. The debris work area shall be left clean and clear of debris as reasonably and practical under the conditions of this contract.
- 9.02 The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent right-of-ways, including all landscaped areas. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the City of Slidell. All equipment shall be approved by the CDA prior to use. All loading equipment shall have solid rubber street tracks or rubber tire to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor.

- 9.03 Before beginning any work, the Contractor shall visually survey the site to identify any problem areas. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as approved by the CDA, as a non-reimbursable expense. The Contractor shall coordinate the work of this section with all other work.
- 9.04 The Contractor shall plan the work to minimize the impact on the neighborhood. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local Governments or agencies, or of any public utilities.
- 9.05 The COS, FEMA, LADEQ, OSHA and other regulatory agencies reserve the right to inspect the site, verify quantities and review operations at any time.
- 9.06 Trees outside the project site that might be damaged during removal of adjacent trees shall be left in-place and shall be protected. Any such tree(s) damaged during the work under this Contract shall be replaced at the Contractor's expense.

PART 10: DEMOBILIZATION

10.01 POST DEBRIS PICK UP CLEANUP

The Contractor shall remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of debris removal. The area shall be restored to near pre-existing conditions as possible. Restoration to original contours will generally not be required, unless specifically directed by the CDA. However, all restored areas shall be smoothly and evenly dressed.

- 10.02 Upon termination or completion of this Contract the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any subcontractor, agent or employee. Any property not removed shall be deemed abandoned by City of Slidell and any cost incurred by the government in disposal of same shall be withheld from any final payment due.

PART 11: PAYMENT REQUIREMENTS

11.01 SUBMITTALS FOR PAYMENT

Request for payments shall be made weekly with load tickets, certifications and back up documentation attached. **All load tickets must be legible. If the load**

ticket is not legible on the contractor's part, the ticket will be disqualified for payment. Contractor shall work with City of Slidell Department of Finance and the CDA to establish formats to be submitted.

Contractor shall pay all subcontractors in a timely manner. Contractor shall submit with the application for payment, affidavits attesting that all subcontractors have been paid for work performed and accepted. Contractor shall submit to the CDA copies of lien waivers with application for payment.

11.02 PAYMENT AND PERFORMANCE BONDS

Prior to signing the contract, the Contractor agrees to furnish the city with all applicable certificates of insurance. Immediately prior to a Notice to Proceed, a payment and performance bond will be required to be delivered to the City in an amount to be determined by the City after assessment of the storm damage.

Instead of the Performance and Payment Bonds, the Contractor may, as an alternative, furnish and at all times during the contract maintain in full force and effect, one of the following instruments, as security for the performance and payment of this Contract: a corporate surety bond, letter of credit, or corporate guaranty.

- A. If a corporate surety bond is furnished, it shall be furnished as security for the performance and payment of the covenants and conditions contained in this Contract, for each year of this Contract. The said surety bond shall be in the amount required for the Performance and Payment Bonds and renewed annually for the duration of the Contract. Premiums for the said bond shall be paid by Contractor and evidence of the payment of said premiums shall be furnished, from time to time, by Contractor to the City upon its request. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana and the attorneys in fact who sign the said surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.
- B. If a letter of credit is furnished, it shall be issued by a bank chartered in the United States of America.
- C. If a corporate guaranty is furnished, it must guarantee to the City that in the event Contractor fails to perform in accordance with the Contract, the guarantor shall do so.

SECTION 3: MEASUREMENT AND PAYMENT

PART 1: GENERAL

1.01 REMOVAL AND DISPOSAL

A. DISPOSAL SITES:

The Contractor will be responsible for obtaining the following types of Louisiana Department of Environmental Quality (LADEQ) approved landfills for disposal of debris from this contract:

1. TYPE I or II landfill capable of accepting friable asbestos containing waste material.
2. TYPE III (Enhanced) Landfill – designated as an LADEQ Enhanced C&D Landfill, as available.
3. Type III Landfill – C&D Landfill.

Landfill tipping fees, taxes, and all other costs associated with disposal at the LADEQ certified landfills shall be paid by the Contractor and shall be included in the quoted cubic yard unit prices listed in the proposal.

B. GENERAL

The Contractor will be paid for material removed and disposed at the unit prices listed in the Rate Schedule for the items listed below. The volume of debris removed under this contract may vary significantly from the estimated quantities listed on the proposal form. The Contractor shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in work performed under this contract. The Contractor shall not be entitled to any compensation in addition to the unit charges stated herein.

C. MEASUREMENT - DEBRIS

Measurement of debris will be on a cubic yard basis by designated personnel at towers located at each disposal site. Towers shall be provided by the contractor at each disposal site. The City Designated Agent (CDA) Field Supervisor or his/her designated project representative shall determine volume of material for each truck using FEMA measuring protocols. The volume determined at each tower shall be the volume for which the contractor is paid. The maximum amount of volume allowed for each truck shall be 95% of the certified measured and approved truck volume. Truck measures shall follow in 5 % increments as determined at the tower. Truck measurements will be performed and certified by the CDA in accordance with FEMA guidelines.

Measurement of other waste streams will be determined by each unit collected and disposed of in accordance with the unit prices listed in the Rate Schedule and described below.

D. PAYMENT – PAY ITEMS

1. Item No. 1 – Debris removal and disposal in a TYPE I or II Landfill:
Determination of waste type shall be made by the contractor in concurrence with the city's designated representative at the site of pick up prior to loading by the contractor. The contractor shall remove debris from within the city right of way (ROW), including but not limited to: loading, hauling, controlling traffic, and disposing C&D debris at the contractor's designated LADEQ approved Type I or II landfill which is capable of accepting friable asbestos containing waste material. Payment will be made on a cubic yard basis for actual volume of waste determined at the Type I or II Landfill tower at the contracted unit price identified in the rate schedule.
2. Item No. 2 – Debris removal with disposal in a Type III (Enhanced) C&D Landfill:
Determination of waste type shall be made by the contractor in concurrence with the city's designated representative at the site of pick up prior to loading by the contractor. The contractor shall remove debris from within the city right of way, including but not limited to: loading, hauling, controlling traffic, and disposing C&D debris at the contractor's designated LADEQ approved Enhanced C&D landfill. The requirements for an Enhanced Type III landfill can be found in the LADEQ Protocol. Payment will be made on a cubic yard basis for actual volume of waste determined at the Enhanced Landfill tower at the contracted unit rate identified in the rate schedule.
3. Item No. 3 - C&D Debris – Type III:
Determination of waste type shall be made by the contractor in concurrence with the city's designated representative at the site of pick up prior to loading by the contractor. The contractor shall remove debris from within the city right of way (ROW), including but not limited to: loading, hauling, controlling traffic, and disposing C&D debris at the contractor's designated LADEQ approved Type III landfill. Payment will be made on a cubic yard basis for actual volume of waste determined at the Type III Landfill tower at the contracted unit rate identified in the proposal form.

4. Item No. 4 - Vegetative Storm Debris:

Contractor shall be responsible to collect and dispose Vegetative debris from individual work sites identified in work orders. The contractor shall remove debris from within the city right of way (ROW), including but not limited to: loading, hauling, controlling traffic, and disposing Vegetative debris at the contractor's designated LADEQ approved vegetative disposal/processing site. Payment will be made on a cubic yard basis for actual volume of waste determined at the Vegetative disposal/processing site at the contracted unit rate identified in the proposal form.

5. Item No. 5 - Hazardous Leaning Trees:

Contractor shall be required to cut and remove eligible trees designated by the CDA. Trees will be measured 24-inches above the ground and must be at least 6-inches in diameter. Payment will be made **per tree** in accordance with the payment schedule listed in the proposal form. City of Slidell or designated representative will identify and mark hazardous trees on the work orders to be removed by the contractor according to the latest FEMA practices. Each tree shall be photographed before cutting and a GPS location shall be logged. The site shall be photographed after cutting. This pay item shall compensate the Contractor for the cost to remove hazardous trees only. Payment will not be made unless the latest FEMA Practices have been met. Price shall include any and all special equipment required to remove the tree. Loading, hauling and disposal and all other associated costs for hazardous leaning trees shall be included in the price for Item No. 4 Vegetative Storm Debris.

6. Item No. 6 – Tree Hangers:

Contractor is responsible to cut and remove any eligible hanging/damaged limbs as identified by and approved by FEMA in the work orders. City of Slidell or designated representative will identify tree hangers on the work orders to be removed by the contractor according to the latest FEMA practices. Each tree shall be photographed before cutting and a GPS location shall be logged. The tree shall be photographed after cutting. Payment for hangers will be made for **per tree** regardless on the number of hangers removed. Price shall include any and all special equipment required to remove the hanging limbs. Loading, hauling and disposal and all other associated costs for tree hangers shall be included in the price for Item No. 4 Vegetative Storm Debris.

7. Item No. 7 - Hazardous Stumps:

Contractor is responsible for removal / extraction of eligible hazardous stumps as designated by FEMA in the work orders. City of Slidell or designated representative will identify and mark hazardous stumps on the work orders to be removed by the contractor according to the latest FEMA practices. Each stump shall be photographed before cutting and a GPS

location shall be logged. The site shall be photographed after cutting. Extracting, loading, hauling and disposal and all other associated costs for Hazardous Stumps shall be included within this item. Each stump hole must be filled level to natural ground with an acceptable native soil. Payment will be made in accordance with the diameter schedule indicated in the rate schedule.

8. Item No. 8 – White Goods, HHW:

Contractor shall remove and segregate all White Goods and HHW from the other debris during the pick up process. This segregation shall occur to the best of the contractor's ability. The contractor is responsible for separating of these items as a non-direct f. All White Goods and HHW must be protected from contaminants spilling into the environment.

8A. Item No. 8A - Household Hazard Waste

Contractor shall pick-up all Household Hazard Waste at the ROW in accordance with all federal, state and local laws and regulations. Payment will be made per pound at the contracted unit rate identified in the rate schedule.

8B. Item No. 8B - White Goods

Contractor shall pick-up all white goods at the ROW. The contractor shall recycle all eligible white goods in accordance with all federal, state and local laws and regulations. Payment will be made per each basis for each white good collected and recycled at the contracted unit rate identified in the rate schedule.

9. Item No. 9 - Freon Recovery:

Contractor shall recover freon from all freon containing white goods such as refrigerators, freezers, and air conditioners in accordance with all federal, state and local laws and regulations. The contractor shall recover freon from all eligible white goods in accordance with all federal, state and local laws and regulations. Payment will be made on a per each basis for each white good that Freon is recovered at the contracted unit rate identified in the rate schedule.

10. Item No. 10 - Hazardous and Toxic Wastes (HTW) - Contractor shall remove, handle, transport and dispose of all Hazardous and Toxic Wastes in accordance with all federal, state and local laws and regulations. Payment will be made per pound at the contracted unit rate identified in the rate schedule.

11. Item No. 11 - Petroleum Products - Contractor shall remove, handle, transport and dispose of all Petroleum Products in accordance with all

federal, state and local laws and regulations. Payment will be made per pound at the contracted unit rate identified in the rate schedule.

12. Item No. 12 - E Wastes - Contractor shall remove and segregate all E-Wastes from the other debris during the pick up process. Contractor shall pick-up at the ROW, handle, transport and dispose of all E-wastes in accordance with all federal, state and local laws and regulations. Payment will be made per pound at the contracted unit rate identified in the rate schedule. All E-Wastes must be protected from contaminants spilling into the environment.
13. Item No. 13 - Small Gasoline Motorized Equipment - Contractor shall pick up at the ROW, handle, transport and dispose of all Small Gasoline Motorized Equipment in accordance with all federal, state and local laws and regulations. Payment will be made per each at the contracted unit rate identified in the rate schedule.

SECTION 4: PROJECT MEETINGS

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The CDA shall schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout progress of the work.
 - 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.
- B. Representatives of Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. 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. Contractor's Project Manager
 - 4. 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 Contractor's Project Manager.
- C. Location of the meetings: Project field office of Contractor or CDA.
- D. Attendance
 1. CDA

2. Contractor's Superintendent
3. Subcontractor's as needed.
4. Others as appropriate.

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.
11. Other business.
12. Work schedule.

- F. Provide a current submittal log at each progress meeting in accordance with Section 5.

SECTION 5: SUBMITTALS

PART 1: GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All submittals shall be clearly identified. Submittals shall be clear and legible and of sufficient size for presentation of data.

1.02 SUBMITTALS

The Contractor shall submit within 5 days of Notice of Award to the Owner for review and/or approval the following submittals. The Contractor shall not perform any work prior to the Owner's review and/or approval of this information.

A. Contractor Safety Plan: The Contractor shall submit a Contractor Safety Plan in accordance with the United States Army Corp of Engineers 2003 edition of EM 385-1-1, Safety and Health Manual.

B. Contractor Debris Removal Plan

C. Contractor Quality Control/Quality Assurance Plan

D. Project Organization Chart

E. Area of Work Timeline and Schedule of Work

F. Copies of All required Permits and Licenses

G. Proof of contract or account with all landfills to be used for disposal

H. Equipment and Subcontractor List

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Each work plan submitted by the Contractor shall have a cover sheet that shall fully describe the packaged data and include a listing of all items within the package.

B. The Contractor and CDA shall agree upon a submittal numbering system

C. Notify the CDA in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

D. The review and/or approval of work plans by the CDA shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the CDA will have no responsibility therefore.

- E. No portion of the work requiring a work plan shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

1.04 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work or in the work of any other contractor. All reporting shall be submitted electronically, if available, and in hard copy unless otherwise agreed by the CDA and the City of Slidell.
- B. Each submittal will be returned within 3 calendar days following receipt of submittal by the CDA.
- C. Number of submittals required: 3
- D. Work Plans shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title and number.
 - 3. Contractor identification.
 - 4. The names of:
 - a. Contractor
 - b. Subcontractor
 - 5. Identification of the work plan.
 - 6. Field dimensions, clearly identified as such, if necessary.
 - 7. Relation to adjacent or critical features of the work or materials.
 - 8. Applicable standards, such as ASTM or Federal Standards numbers.
 - 9. Identification of deviations from Contract Documents.
 - 10. Identification of revisions on resubmittals.

11. An 8-in by 3-in blank space suitably sized for Contractor and CDA stamps.
12. Where calculations are required to be submitted by the Contractor, the calculations shall have been checked by a qualified individual other than the preparer. The submitted calculations shall clearly show the names of the preparer and of the checker.

1.05 REVIEW OF WORK PLAN

- A. The review of data and other information will be for general conformance with the Contract Documents. They shall not be construed:
 1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 3. as approving departures from details furnished by the CDA, except as otherwise provided herein.
- B. The Contractor remains responsible for details and accuracy, for coordinating the work with all other contractors and for performing work in a safe manner.
- C. If the work plans as submitted describe variations and show a departure from the Contract requirements that the CDA finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or Contract Time, the CDA may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the Contractor as either approved or not approved with comments.
- E. Resubmittals will be handled in the same manner as first submittals. The resubmittal shall clearly respond to each comment made by the CDA on the previous submission. Additionally, the Contractor shall direct specific attention to any revisions made other than the corrections requested by the CDA on previous submissions.
- F. Partial submittals may not be reviewed. The CDA will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered "Not Approved" until resubmitted. The CDA may at his option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.

- G. When the work plans have been completed to the satisfaction of the CDA, the Contractor shall carry out the work in accordance therewith and shall make no further changes therein except upon written instructions from the CDA.

1.06 CONSTRUCTION PHOTOGRAPHS

As required by the CDA to justify project completion items or to protect against claims of damage.

1.07 TWO WEEK LOOK AHEAD SCHEDULE

The Contractor shall prepare and transmit to the CDA Project Manager a 2 – week look ahead schedule that will be discussed at each weekly project meeting. The two week look-ahead schedule will include a list of areas that will be worked on during the next 7 work days for each crew. The contractor will also provide a list of “probable” areas for the second week.

SECTION 6: PROPOSAL SHEET
2015 HURRICANE SEASON
POST-DISASTER DEBRIS REMOVAL AND DISPOSAL
Slidell File No: 950-73B
RFP # 15-P005

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 removal and disposal projects the company has worked on, including dates and reference information.
 - c. List staff who will be working on this project and their experience and credentials. For each staff member, list debris removal and disposal 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 and 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.*

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: _____

ADDRESS: _____

TELEPHONE NO. _____

REPRESENTATIVE NAME (Print): _____

REPRESENTATIVE SIGNATURE: _____

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

<i>CITY OF SLIDELL</i>					
2015 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL AND DISPOSAL					
RATE SCHEDULE					
ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED
1	Debris Removal and Disposal - Type I or II Landfill			\$	\$
1A	0 to 15 miles	C.Y.	50,000	\$	\$
1B	16 to 30 miles	C.Y.	200,000	\$	\$
1C	31 to 60 miles	C.Y.	200,000	\$	\$
1D	Greater than 60 miles	C.Y.	50,000	\$	\$
2	Debris Removal and Disposal - Enhanced C&D Landfill			\$	\$
	0 to 15 miles	C.Y.	10,000	\$	\$
2B	16 to 30 miles	C.Y.	40,000	\$	\$
2C	31 to 60 miles	C.Y.	40,000	\$	\$
2D	Greater than 60 miles	C.Y.	10,000	\$	\$
3	C&D Debris - Type III			\$	\$
3A	0 to 15 miles	C.Y.	50,000	\$	\$
3B	16 to 30 miles	C.Y.	300,000	\$	\$
3C	31 to 60 miles	C.Y.	400,000	\$	\$
3D	Greater than 60 miles	C.Y.	50,000	\$	\$
4	Vegetative Storm Debris			\$	\$
4A	0 to 15 miles	C.Y.	50,000	\$	\$
4B	16 to 30 miles	C.Y.	200,000	\$	\$
4C	31 to 60 miles	C.Y.	200,000	\$	\$
4D	Greater than 60 miles	C.Y.	50,000	\$	\$
5	Hazardous Trees - 6" to 12" Dia.	Each	3,000	\$	\$
5A	Hazardous Trees - 13" to 18" Dia.	Each	1,000	\$	\$
5B	Hazardous Trees - 19" to 24" Dia.	Each	1,000	\$	\$

CITY OF SLIDELL					
2015 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL AND DISPOSAL					
RATE SCHEDULE (continued)					
ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED
5C	Hazardous Trees - 25" to 48" Dia.	Each	1,000	\$	\$
5D	Hazardous Trees - Greater than 48" Dia.	Each	500	\$	\$
6	Tree with Hazardous Limbs >2" (Hangers)	All Per Tree	5,000	\$	\$
7	Hazardous Stumps – greater than 24-in. diam. and less than 36-inches (includes suitable fill dirt for stump holes after removal)	Each	1,000	\$	\$
7A	Hazardous Stumps - 36-inch diam. and up, but less than 48-inches (includes suitable fill dirt for stump holes after removal)	Each	750	\$	\$
7B	Hazardous Stumps - Equal to or greater than 48-inch diameter (includes suitable fill dirt for stump holes after removal)	Each	500	\$	\$
8A	Household Hazardous Waste Disposal	Pound	5,000	\$	\$
8B	White Goods Recycle	Each	10,000	\$	\$
9	Freon Recovery	Each	10,000	\$	\$
10	Hazardous and Toxic Waste	Pound	1,000	\$	\$
11	Petroleum Products	Pound	800	\$	\$
12	E-Waste Recycling	Pound	200,000	\$	\$
13	Small Gasoline Motorized Equipment	Each	1,000	\$	\$
TOTAL PRICE					\$

Contractor Louisiana License No: _____ Contractor Asbestos Abatement License No: _____

Classification(s): _____

ADDENDUM ACKNOWLEDGEMENT:

#1 _____
 ADDENDUM DATE YOUR INITIALS

#2 _____
 ADDENDUM DATE YOUR INITIALS

#3 _____
 ADDENDUM DATE YOUR INITIALS

SECTION 7: SELECTION CRITERIA

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

Criteria	Weight
Price	40%
Experience/ Past Performance	45%
Experience with FEMA programs – 15%	
Degree of experience in disaster debris removal & disposal – 30%	
Resources	10%
Manpower – 5%	
Equipment – 5%	
Credentials/ Financial status	5%

To assess contractor's qualifications, the following shall be submitted with the proposal package.

1. Manpower

Contractor shall provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP. This chart shall illustrate lines of authority and designate the individual responsible and accountable for the completion of work.

Contractor shall provide a personnel roster that identifies each person who will actually work on the contract and provide each person's title and resume.

A list of subcontractors shall also be provided, along with the estimated percentage of work for which each subcontractor will be responsible. The City will allow Contractor to subcontract up to one hundred (100%) percent of field work; however, all subcontractor experience and qualifications as noted above must be submitted for

review of selection criteria. Written approval from the City of Slidell must be obtained prior to changes in subcontractor or percentage of work subcontracted.

2. Experience

To demonstrate Contractor's experience in performing debris removal and disposal, Contractor shall list all debris removal and disposal projects performed in the aftermath of a federally declared disaster along the Gulf Coast including dates, storm name and reference information.

Contractor shall provide a copy of any and all contractor licenses.

3. Financial

Contractor shall provide the following information regarding bonding and financial capacity:

- (a) Letter from bonding agency describing aggregate bonding capacity of your company.
- (b) Duns report or equivalent information supporting your company's financial position.

4. Equipment:

Contractor shall list all equipment resources that will be available in the debris removal and disposal operations. Equipment shall include but not be limited to primarily rubber tire equipment, flat track heavy equipment that will not scar the roadway, mobilization equipment, saws, hauling equipment, or any item that is proposed to be used.

Mechanical equipment shall be used to load and compact debris into trucks and trailers.

5. Subcontractors

A list of subcontractors shall be provided along with the estimated percentage of work for which each subcontractor will be responsible. The City will allow Contractor to subcontract up to 100% of field work; however, all subcontractor experience and qualifications as noted above must be submitted for review of selection criteria.

No more than two tiers of subcontractors shall be approved for work under this contract.

Written approval from the City of Slidell must be obtained prior to changes in subcontractor or percentage of work subcontracted.

6. Availability and Operations Location:

List how soon after a disaster equipment and manpower will be available. List the location of your base(s) of operation. This will include where your manpower and equipment will be staged to begin mobilization.

7. An Executed Affidavit of non-collusion will be required to be submitted by the selected Contractor prior to Contract Award.

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 and Push and/or Debris Removal & Disposal Contractor 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 Contractor 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 Contractor and his 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.

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 Contractor 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 Contractor (with a copy to CDA) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his 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 Contractor 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 Removal and Disposal”.

SELECTION CRITERIA – Criteria set forth in Section 7, page 35 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 Contractor, 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 Contractor.

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 Contractor 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 Contractor 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 Contractor to Owner within fifteen days of the Notice of Award; and Owner will execute and deliver one counterpart to Contractor within ten days of receipt of the executed Agreement from Contractor. Owner, Contractor, 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 Contractor. Once the actual costs for recording the contract are known, the Slidell City Attorney will contact the Contractor 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 Contractor up to three (3) copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 Contractor 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. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Conditions of the RFP 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 Contractor shall start to perform his obligations under the Contract Documents within four (4) days after 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, Contractor shall furnish Owner and CDA 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 Contractor 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 Contractor finds a conflict, error or discrepancy in the Contract Documents, he/she shall call it to CDA's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to Owner or CDA for their failure to discover any conflict, error or discrepancy in the RFP. In resolving such conflicts, errors and discrepancies, the documents shall be given

precedence in the following order: Agreement, Modifications, Addenda, then General Conditions.

Should drawings be provided to the Contractor by the Owner or CDA during this project, Figure dimensions shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

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 Contractor, 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 Contractor. 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. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PHYSICAL CONDITIONS--SURVEYS AND REPORTS

4.2 The CDA or 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 Contractor 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 Contractor's bondsman shall obligate himself to all the terms and covenants of these Contract Documents 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 Contractor'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 Contractor 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 Contractor, for fulfillment of terms of the foregoing conditions.

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

5.2 If the surety on any Bond furnished by Contractor 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, Contractor shall within five days thereafter to substitute another Bond and surety, both of which shall be acceptable to Owner.

CONTRACTOR'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 Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 Contractor shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and CDA except under extraordinary circumstances. The superintendent will be contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

LABOR, MATERIALS AND EQUIPMENT:

6.3 Contractor shall provide competent, suitably qualified personnel to survey and lay out the work, if necessary, and perform services as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

6.4 Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

6.5 If required by CDA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If materials are brought on the work site which do not conform to the Contract Documents, the CDA shall order the same to be removed forthwith, and in case of the neglect or refusal of the Contractor or those employed by him to remove such materials, to cause the same to be removed at the expense of the Contractor and to deduct the cost of such removal and all other expenses incidental thereto from the amount which may be due or may become due the Contractor.

6.6 NOT USED

SUBSTITUTE MATERIALS OR EQUIPMENT:

6.7 NOT USED

CONCERNING SUBCONTRACTORS:

6.8 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection. A Subcontractor or other person or organization identified in writing to Owner and CDA by Contractor prior to the Notice of Award and not objected to in writing by Owner prior to the Notice of Award will be deemed acceptable to Owner. Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner or CDA to reject defective Work or Work not in conformance with the Contract Documents. If Owner after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute. Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. Contractor shall not without the consent of Owner and CDA make any substitution for any Contractor, other person or organization who has been accepted by Owner and CDA unless CDA determines that there is good cause for doing so.

6.9 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual

relationship between Owner or CDA and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or CDA 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 or CDA may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

6.10 The divisions and sections of the RFP shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.11 Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

6.12 All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Paragraphs 5.5 through 5.11, inclusive, Contractor shall pay each Subcontractor a just share of any insurance monies received by Contractor under Paragraphs 5.5 through 5.11, inclusive.

PATENT FEES AND ROYALTIES:

6.13 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or CDA its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner and CDA and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

PERMITS:

6.14 Contractor shall obtain and pay all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. Owner shall assist Contractor, when

necessary, in obtaining such permits and licenses. Contractor shall also pay all public utility charges.

LAWS AND REGULATIONS:

6.15 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Contract Documents are at variance therewith, he shall give CDA prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to CDA, he 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 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

USE OF PREMISES:

6.17 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.18 Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

RECORD DRAWINGS:

6.19 NOT USED

SAFETY AND PROTECTION:

6.20 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the 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 employees on the Work and other persons who may be affected thereby,

6.20.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.20.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20.4 Contractor 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. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damages, injury or loss to any property referred to in Paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in a whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor; except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or CDA or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CDA has issued a notice to Owner and Contractor in accordance with Paragraph 14.13 that Work is acceptable and complete.

6.21 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

EMERGENCIES:

6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor without special instruction or authorization from CDA or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

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 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

INDEMNIFICATION:

6.30 Contractor 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 Contractor, 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. Contractor 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. Contractor 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 introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), Contractor shall inspect and promptly

report to CDA 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 Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor shall not endanger any work of other by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CDA and of the other contractors whose work will be affected.

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 Contractor 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 Contractor 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 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 Contractor 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 The Work shall be paid according to the bid items in the Proposal. If services are required to complete the Work that are not covered in the Proposal, the Owner may, at his/ her discretion, without invalidating the Agreement, may authorize this additional Work by written Change Order. Upon receipt of a Change Order, Contractor shall

proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

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 Additional Work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price.

10.4 Owner shall execute appropriate Change Orders prepared by CDA covering changes in the work involving Work not included in the bid items in the proposal.

10.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

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 Contractor shall be included in the Contract Price. No other compensation is available unless expressly approved by the Owner and by FEMA.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and CDA within fifteen days of the occurrences to the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrences unless CDA allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the Cost of the Work (determined as provided in Paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.6).

COST OF THE WORK:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours (8-hour days, Monday through Friday), on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers, field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to Owner who will then determine with the advice of CDA, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of CDA, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for bonds and insurance which Owner is required to pay in accordance with Paragraph 5.12.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agent, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1--all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of Contractor's principal and branch offices other than his office at the site.

11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5.9).

11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

CONTRACTOR'S FEE:

11.6 The Contractor's Fee, which shall be allowed to Contractor for his overhead and profit, shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred Under Paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under Paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work

11.6.2.3 no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5 and 11.5.

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

WARRANTY AND GUARANTEE:

13.1 Contractor warrants and guarantees to Owner and CDA that all work will be of good quality in accordance with the requirements of the Contract Documents.

TESTS AND INSPECTIONS:

13.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish CDA the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the cost thereof shall be borne by Contractor unless otherwise specified.

13.3 Contractor shall give CDA timely notice of readiness of the work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without approval of CDA, it must, if requested by CDA, be uncovered for observation, and such uncovering shall be at Contractor's expense

unless Contractor has given CDA timely notice of his intention to cover such Work and CDA has not acted with reasonable promptness in response to such notice.

13.4 Neither observations by CDA nor inspections, tests or approvals by persons other than Contractor shall relieve Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

13.5 CDA and his representatives and other representatives of Owner will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

UNCOVERING WORK:

13.6 If any Work is covered contrary to the written request of CDA, it must, if requested by CDA, be uncovered for his observation and replaced at Contractor's expense.

13.7 If any work has been covered which CDA has not specifically requested to observe prior to its being covered, or if CDA considers it necessary or advisable that covered work be inspected or tested by others, Contractor, at CDA's request, shall uncover, expose or otherwise make available for observation, inspection or testing as CDA may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract price, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Article 11.

OWNER MAY STOP THE WORK:

13.8 If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.9 If required by CDA prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by CDA, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CDA, remove it from the site and replace it with acceptable Work. If Contractor does

not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from CDA, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

ONE-YEAR CORRECTION PERIOD:

13.10 NOT USED

ACCEPTANCE OF DEFECTIVE WORK:

13.11 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to approval of final payment, also CDA) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.

NEGLECTED WORK BY CONTRACTOR:

13.12 If Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, Owner, after seven days written notice to Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Contractor if CDA approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.

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), Contractor shall submit to CDA for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such data and schedules as CDA may reasonably

require. Each subsequent Application for Payment shall include an affidavit of Contractor 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.

CONTRACTOR'S WARRANTY OF TITLE:

14.3 Contractor warrants and guarantees that title to all Work, materials and equipment 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 CDA will, within ten (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to Owner, or return the Application to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor 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 by CDA.

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 After Contractor has completed all inspections and corrections to the satisfaction of the CDA and delivered any pertinent documents--all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as CDA 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 and the material and equipment furnished thereunder. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, 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. If any Subcontractor material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor 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, CDA is satisfied that the Work has been completed and Contractor 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. Thereupon CDA will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the Application to Contractor, indicating in writing his reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and re-submit the Application. 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 Contractor'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 CDA, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Project or any failure to do so, 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 Contractor 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 Contractor against Owner and/ or CDA 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 Contractor 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 Contractor 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 suitable materials or equipment, 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 CDA, 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 Contractor and his Surety seven days, written notice, terminate the services of Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the Work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished.

15.3 Where Contractor's services have been so terminated by Owner, said terminations shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor 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, Contractor 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 Contractor by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to Owner, and CDA 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 Contractor 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 CONTRACTOR 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:

CONTRACT FORM

CONTRACT FORM

2015 HURRICANE SEASON DEBRIS REMOVAL AND DISPOSAL

CITY OF SLIDELL, LOUISIANA

SLIDELL JOB NO. 950-73B/ RFP 15-P005

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 AND DISPOSAL

CITY OF SLIDELL, LOUISIANA

SLIDELL JOB NO. 950-73B/ RFP 15-P005

in compliance with the Public Notice, Proposal Form, Contract, Performance Bond, General Conditions, Contract Documents, 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 " Notice to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within the time allotted for the debris removal.
3. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the RFP, and in accordance with the schedule attached which was submitted as part of the proposal package.

4. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.

5. **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.

6. 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

Title

Attachment B:

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 (h) Contractors; misapplication of payments
(R.S.14:67.20) (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

Attachment C:

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 AND DISPOSAL CITY OF SLIDELL, LOUISIANA SLIDELL JOB NO. 950-73B/ RFP 15-P005

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 RFP 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 (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
(\$_____) 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 AND DISPOSAL CITY OF SLIDELL, LOUISIANA SLIDELL JOB NO. 950-73B/ RFP 15-P005

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 RFP 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.