

K08-526

**CONTRACT**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**DRC EMERGENCY SERVICES, LLC**

This agreement is made and entered into this 24 day of AUGUST, 2008 by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor ("City"), and DRC Emergency Services, LLC, ("Contractor").

**WITNESSETH**

**WHEREAS**, the City desires to engage a contractor to perform pre-position disaster clearing, demolition and debris collection, processing and disposal; and

**WHEREAS**, in the purpose, the City issued an Invitation To Bid dated May 27, 2008, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

**WHEREAS**, Contractor, whose office is located at 740 Museum Drive, Mobile, Alabama 36608 is qualified; and has the necessary expertise, and both the City and the Contractor desire to enter this agreement; and

**NOW THEREFORE**, the City of New Orleans and the Contractor for the consideration and under the conditions set forth, do agree as follows:

The City hereby grants and confirms unto the said **DRC Emergency Services, LLC**, the contract for furnishing the City of New Orleans with **Pre-position Disaster Clearing, Demolition & Debris Collection, Processing & Disposal**, Item Nos. **All Items**, for the period of **Five Years**, effective date hereof, strictly according to Bid Proposal No. **3025-00525** and the Contractor's bid

thereto, a copy of which is attached hereto and made part hereof. This is a price protection contract and is not binding insofar as any specific quantity.

The Contractor binds itself to perform this contract well and faithfully, strictly in accordance with said Bid Proposal and its bid thereunder, to observe and comply with all the conditions and stipulations contained in the Bid Proposal in every particular, and at all times to abide by and be held amendable and subject to the terms, penalties and conditions of said Bid Proposal and this contract.

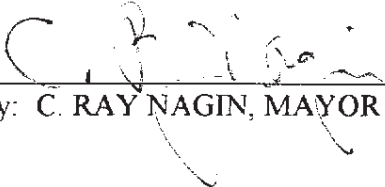
For performance hereunder and according to the Bid Proposal, the City binds and obligates itself to pay the Contractor the amount set forth in its bid.

**IN WITNESS WHEREOF** the parties hereto have made and executed this contract effective the day and year first above written:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF NEW ORLEANS**

  
By: C. RAY NAGIN, MAYOR

**DRC EMERGENCY SERVICES, LLC**

  
By: MARK STAFFORD,  
CHIEF OPERATING OFFICER

Tax ID No. 63-1283729

**FORM AND LEGALITY APPROVED**

  
\_\_\_\_\_  
**LAW DEPARTMENT  
CITY OF NEW ORLEANS**

FRED A. WHITE, JR.

K08-526

**INVITATION TO BID**  
**CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU**  
**CITY HALL, 1300 PERDIDO ST., ROOM 4W07, NEW ORLEANS, LA 70112**

Email: [purchasing@cityofno.com](mailto:purchasing@cityofno.com)

THIS IS A FORMAL CITY BID SOLICITATION FOR WORKS, GOODS, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

<b>REQUIREMENT TYPE:</b>	<input type="checkbox"/> Public Works <input type="checkbox"/> Materials, Equipment, Supplies <input checked="" type="checkbox"/> Non-professional Services	<b>PROPOSAL NO.:</b> 3025-00525	<b>ISSUE DATE:</b> 27-May-08
<b>REQUIREMENT DESCRIPTION:</b> (as detailed in Attachment A) Pre-position Disaster Clearing, Demolition, & Debris Collection, Processing, & Disposal		<b>SPONSORING CITY DEPT. OR AGENCY:</b> Sanitation	
<b>BID CONFERENCE:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Optional <input type="checkbox"/> Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list.		
<b>Date:</b>	<b>Time:</b>	<b>Place:</b>	
16-Jun-08	11:00 AM	<input checked="" type="checkbox"/> Purchasing Conf. Room, #4W05, 4 <sup>th</sup> Fl. City Hall, 1300 Perdido St., New Orleans, LA 70112	
<i>Note: The City may prepare a conference report showing attendance, summarized Q&amp;A, and matters discussed. The City will publish any such report by invitation to Bid Addendum posted to the Purchasing website (<a href="http://www.purchasing.cityofno.com/bsol/login.jsp">http://www.purchasing.cityofno.com/bsol/login.jsp</a>) and provide it in the Purchasing Bureau two working days after the conference. The published conference report is the exclusive, authoritative record of City statements at the conference.</i>			

**BID INSTRUCTIONS:** Failure to satisfy instructions may render bids non-responsive and remove them from the competition. Bid submissions are City property. Bidders should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. All bids remain valid for 90 DAYS after the final bid deadline. Specification references to certain brands, makes, or manufacturers state only the general style, type, character, and quality desired. Equivalent products are acceptable. The City is not responsible for bid costs. Procurements produce no exclusive right to City work or purchases. Bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 9-1120, as adopted by City Ord. No. 22,888 M.C.S. (relative to the operations and authority of the City Inspector General). **BIDDERS SHOULD CLOSELY MONITOR THE PURCHASING WEBSITE FOR NEW OR REVISED SPECIFICATIONS, BID INSTRUCTIONS, NOTICES, ETC.**

<b>SUBMISSIONS DUE:</b>	<b>Date:</b> 27-Jun-08	<b>Time:</b> 11:00 AM	<b>Place:</b> Purchasing Bureau, Rm 4W07 City Hall, 1300 Perdido St., New Orleans, LA 70112
<i>Note: The City will not accept or consider bids delivered by fax, or by e-mail, at any other location, or past the deadline.</i>			
<b>SUBMISSION PACKAGE:</b>	Sealed envelope bearing the proposal number. <i>Note: Bidders should submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.</i>		
<b>PRICING:</b>	<b>APPLIES?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Bidders shall quote prices in the unit of measure specified, excluding excise and/or sales taxes unless otherwise provided, F.O.B. agency warehouse or job site designated by the Purchasing Bureau within City limits.		
<b>REQUIRED CONTENTS:</b>	(1) Typed or printed bid, bearing original signature IN INK by the bidder or authorized representative, on the bid form provided as Attachment "C" hereto, with required attachments, AND RECEIPT OF EACH ADDENDUM ACKNOWLEDGED. (2) EVIDENCE OF THE SIGNING OFFICIAL'S AUTHORITY ACCORDING TO LA. REVISED STATUTE 38:2212.A.(1)(C)		
<b>OTHER CONTENTS:</b>	<b>REQUIRED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO A COPY OF THE BIDDER'S CURRENT LICENSE(S) applied pursuant to La. contractor licensing laws (RS 37:2150 et seq.) in the following project classification(s): 1) Residential Construction OR Demolishing Work; AND 2) Asbestos Removal and Abatement. NOTE: THE BIDDER MUST SHOW HIS LICENSE NUMBER ON THE BID ENVELOPE. <b>REQUIRED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO A bid bond or security in an amount not less than <input type="checkbox"/> \$ <input checked="" type="checkbox"/> five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services. The City will accept a cashier's check, certified check or satisfactory bid bond payable to the City of New Orleans. The City will retain bid securities of the three lowest bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeit for failure to execute a contract with the City.		
<b>DBE NOTICE:</b>	<b>APPLIES?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO See Attachment "D."		
<b>OTHER:</b>	<b>APPLIES?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO See Attachment "E."		

**AWARD:** The City will open the bids in public at  the Purchasing Bureau or  immediately following the bid deadline. It may require additional information from bidders and conduct inquiries to determine the bidder's responsibility or the accuracy of furnished information. Subject to merit-based cancellation and confirmed city funding, the City will award the procurement to the responsible bidder that submitted the lowest responsive bid. The City may award any options or separate work categories separately or together.

**CONTRACT:**

<b>TYPE:</b>	<input type="checkbox"/> None: Thing or service obtained by purchase order. <input type="checkbox"/> Fixed Price: Gets the specified thing(s) or service(s) at the bid price. <input checked="" type="checkbox"/> Requirements/Price Protection: Gets a commitment to supply the thing(s) or service(s) at bid price at City request during term.
<b>TERM:</b>	<b>APPLIES?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> year(s) with City option to renew. <input checked="" type="checkbox"/> As provided in specifications, terms, & conditions.
<b>PROVISIONS:</b>	<b>APPLIES?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO The contract will contain the additional terms and conditions shown at Attachment "B" hereto.
<b>ADDITIONAL NEEDS:</b> Selected bidder must satisfy indicated needs before it receives a contract.	<b>REQUIRED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>PERFORMANCE BOND:</b> Supply a performance bond acceptable to the City within ten days after notice of award, issued in the sum of: <input checked="" type="checkbox"/> 50 % of bid amount. <input type="checkbox"/> \$ _____ <input type="checkbox"/> Specified amount
	<b>REQUIRED?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <b>PAYMENT BOND:</b> Supply a payment bond acceptable to the City within ten days after notice of award, issued in the sum of: <input type="checkbox"/> % of bid amount. <input type="checkbox"/> \$ _____ <input type="checkbox"/> Specified amount
	<b>REQUIRED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>INSURANCE:</b> Supply Insurance certificates showing coverage required in the specifications.
	<b>REQUIRED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>PERMITS:</b> Supply copy of all applicable and required permits and licenses;
<b>FEES:</b>	<b>REQUIRED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>TAX CLEARANCE:</b> Supply a City tax clearance showing no delinquency in City taxes. (See Att E)
The contractor is responsible for any recordation, notary, and copy fees.	

**POINT OF CONTACT:** Direct inquiries to: Name: Veronica White, Address: 1300 Perdido St., Rm. 1W03, New Orleans, LA 70112, Telephone (504) 658-3800. E-mail: [vwhite@cityofno.com](mailto:vwhite@cityofno.com). NOTE: Solicitation changes issue by formal addendum ONLY.

<b>ATTACHMENTS:</b>	<b>APPLIES?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "A" Specifications
	<b>APPLIES?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO "B" Contract Terms and Conditions
	<b>APPLIES?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "C" Bid Form
	<b>APPLIES?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "D" DBE Notice
	<b>APPLIES?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO "E" Other notices, instructions, etc.

K08-526

INVITATION TO BID  
CITY OF NEW ORLEANS

BID PROPOSAL NO. 3025-00525

**PRE-POSITIONED DISASTER STREET CLEARING, DEMOLITION, AND  
DEBRIS COLLECTION, REMOVAL, PROCESSING, AND DISPOSAL**

**ATTACHMENT "A"  
SPECIFICATIONS**

BACKGROUND AND PURPOSE

Pursuant to the City Charter and Louisiana Revised Statute 33:4169.1, the City solicits bids from experienced service providers for a non-exclusive Agreement to provide described Pre-Positioned Disaster Street Clearing, Demolition, And Debris Collection, Removal, Processing, And Disposal Services to the City of New Orleans (City) for the collection and disposal of debris resulting from, but not limited to catastrophic events such as hurricanes, tornados, and floods, all as provided below. The City will activate the contract for declared disasters and other needs as it determines useful.

NOTICE: This is a Requirements Contract. The Contractor will perform only by and according to specific City assignment.

1. Contractors must receive an approved purchase order from the City of New Orleans Department of Finance Purchasing Bureau prior to beginning all work or acceptance and processing of all orders. Only Purchasing Agent or authorized deputies have authority to place orders Chargeable to City funds. Contractor may contact Department personnel listed on the purchase order to verify the authorization of the employee placing the call.
2. Claims against the City of New Orleans are payable only on invoices, reference City of New Orleans purchase order number, rendered to Bureau of Accounting, Room 3W02, City Hall, 1300 Perdido St., New Orleans, LA 70112.
3. City reserves the right to cancel purchase orders within a reasonable period after issuance. Should a purchase order be canceled, the City agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The City will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services prior to issuance of a purchase order.
4. Contractor agrees to accept verbal cancellation of purchase orders.

OUTLINE

**I. CONTRACTED SERVICES**

A. General

B. Operations

1. Primary Operations

a. DEBRIS CLEARING, COLLECTION AND REMOVAL (NON-DEMOLITION)

- (1) Referral
  - (2) Covered Materials
  - (3) Debris Clearing and Removal
    - (a) Clearing Streets and Ways
    - (b) Curbside Collections
  - (4) Load Tickets
  - b. DEBRIS STAGING, REDUCTION, AND DISPOSAL
    - (1) General
    - (2) Assignment
    - (3) Monitoring
    - (4) Construction
      - (a) Site Preparation
      - (b) Facilities
    - (5) Operations
      - (a) Primary
      - (b) Support
    - (6) Closure
  - c. DEMOLISHING DAMAGED STRUCTURES
    - (1) General
      - (a) Scope
      - (b) Sequence
      - (c) Site Access
      - (d) Referral
      - (e) Lower Impact Demolition Stipulations
    - (2) Assessments
    - (3) Decommissioning and Submission for Demolition
      - (a) Removals
      - (b) Disconnections
      - (c) Notices
    - (4) Demolition and other Leveling Operations
      - (a) Coordination and Monitoring
      - (b) Demolition
    - (5) Loading and Transporting
      - (a) Demolition and Storm Debris
      - (b) Hazardous Materials, and Other Materials Not Suited for Landfill Disposal
      - (c) Historically Significant Items
    - (6) Site Clearing and Demobilization
2. Related Requirements
- a. Time
  - b. Staffing
  - c. Equipment
  - d. Environmental Protection and Hazardous Materials
    - (1) Environmental Protection
    - (2) Historical and Archaeological Concerns or Resources
    - (3) Hazardous and Sensitive Materials
    - (4) Other
  - e. Damage Mitigation
  - f. Damages and Damage Repair
  - g. Site Conditions and Precautions
  - h. Spills
  - i. Safety

- j. Other
- C. Administrative
  - 1. Contractor Programs
    - a. Resident Relations Program
    - b. Inspection Program
    - c. Training Program
  - 2. Permits, Licenses, and Violations
  - 3. Insurance
  - 4. Bonds
  - 5. Plans
  - 6. Meetings
  - 7. Records
  - 8. Reports
  - 9. Submittals
  - 10. Office
  - 11. Personnel
  - 12. Contractor Representative

## II. TERMS AND CONDITIONS

- A. Contract Term
- B. Non-Exclusivity
- C. Performance Failures
- D. Force Majeure
- E. Subcontracting
- F. Equal Employment Opportunity
- G. Assignability
- H. Conflict of Interest
- I. Indemnification
- J. Acknowledgment Of Exclusion Of Worker's Compensation Coverage
- K. Acknowledgment Of Exclusion Of Unemployment Compensation Coverage
- L. Waiver Of Sick And Annual Leave Benefits
- M. Jurisdiction
- N. Extension
- O. Solicitation
- P. Termination for Cause
- Q. Termination for Convenience
- R. Records Retention and Access
- S. Compliance With Applicable Laws And Regulations
- T. Notices
- U. Remedies And Sanctions Against Contractor Default
- V. Audit And Other Oversight:
- W. Disadvantaged Business Enterprise Program
- X. Other
  - 1. Contractor Responsibilities
  - 2. City Inspections
  - 3. Salvage Disclaimer
  - 4. Landfill Costs

## III. COMPENSATION

- A. Measurement
- B. Payment

## I. CONTRACTED SERVICES

A. **General:** As developed below, and as assigned by the City, the Contractor will conduct contingency operations clearing streets and other ways, collecting and removing debris, demolishing damaged structures, and disposing of debris generally in the aftermath of a significant event causing widespread property destruction and interruption of basic services throughout or in major parts of the City of New Orleans. Without limitation, such events may include hurricanes, tornados, floods, explosions, industrial accidents, and other real or near catastrophes. In some cases, and at City direction, the Contractor will render expedited services under adverse circumstances to satisfy emergency needs. The Contractor will plan for and provide against the described needs.

### B. Operations

#### 1. Primary

a. DEBRIS CLEARING, COLLECTION, AND REMOVAL (NON-DEMOLITION): As directed by the City, and as provided below, the Contractor will clear streets, ways, and areas, remove stumps, and otherwise collect and remove debris and other waste materials from public areas. The Contractor will remove debris produced in assigned demolition work as elsewhere provided herein.

(1) Referral: In all cases, the Contractor will work by specific City assignment. Referrals will identify a location or area for clearing and removal operations, state a specific or continuous removal need, assign priority, and direct removals to a specified Temporary Debris Staging and Reduction Site ("TDSRS"), recycling site, or disposal site.

(2) Covered Materials: As provided below, the Contractor will collect and remove debris and waste material from assigned locations and areas however placed there, by whomever placed, and without regard to its source. Without limitation, such materials include owned trees and powerlines, collapsed houses, boats, motor vehicles, storm debris, vegetative debris, demolition debris, construction debris, garbage, trash, refuse, furniture, rugs, paint, appliances, electronics, branches, stumps, wire, dead animals, water heaters, tires, automobile parts (excluding entire motor vehicles), mattresses, washing machines, and the like. The Contractor is not responsible to remove items, such as displaced barges and collapsed bridges or steel-reinforced multi-story buildings that are too large, heavy, or bulky for safe removal by the Contractor's regular moving and hauling equipment. The Contractor will promptly report items not suited for removal to the City. Except for downed trees and stumps, the Contractor is not generally responsible to cut or break apart or dismantle large, heavy, or bulky materials or items to suit them for removal.

#### (3) Debris Clearing and Removal:

(a) Clearing Streets And Other Ways: As directed by the City, the Contractor will restore safe vehicular access by assigned streets, ways, areas, and locations. He will do so according to the priorities, needs, and deadlines stated in the Debris Removal Work Order. In general, the Contractor will serve the need by safely removing obstructions and collecting debris and transporting it to the assigned landfill. The Contractor will not transport motor vehicles and boats to the landfill but will them out of the way to the side of the assigned way or area. As needed, the Contractor will engage the local power utility to coordinate safe power line

removals. The Contractor will scrape mud and other debris accumulations from the cleared street, way, area or location and transport it to the assigned landfill. The Contractor will promptly report large and massive obstacles to the City Representative. The Contractor will continuously report progress clearing assigned streets and areas to the City and will project availability for vehicular traffic. The Contractor will document his work, recording areas and locations cleared, photographing and locating operations, and detailing time, crews, and equipment applied in assigned tasks.

(b) Curbside Collections:

i. As provided in the specific Work Order, and subject to segregation requirements, the Contractor will collect all debris and waste materials placed or found curbside or otherwise on the public property in the assigned site or area. He will remove collected debris to the specified TDSRS, recycling site, or disposal site.

ii. Period Referrals: In cases where the Work Order assigns debris removal duties covering a period of time, the Contractor will collect and remove all covered debris and waste materials placed or found curbside or otherwise on the public property in the assigned site or area on an ongoing basis, generally by frequent and regular sweeps or passes to the site or throughout the entire area according to access and need in the purpose. The Contractor will conduct complete area or site sweeps at least once each week, and more often if needed to keep pace with and remove accumulations.

iii. Special Requirements:

[a] Segregation: The Contractor will segregate debris removed in "curbside removals" into the following categories: Vegetative Debris, C&D Debris, Garbage, Hazardous Waste (HW), Household Hazardous Waste (HHW), Small Motorized Equipment (SME), Electronic Waste (E-Waste), White Goods, and Waste Tires. The Contractor may segregate removed materials where collected or, except for Freon containing appliances as provided below, at the specified TDSRS, recycling site, or disposal site after transportation. The Contractor's removal work will maintain the separation of segregated materials through delivery to the specified TDSRS.

[b] Freon Containing Appliances: During "curbside collections," the Contractor will identify appliances and units likely containing ozone depleting substances (for example, air conditioners and white goods containing Freon). The Contractor will segregate such appliances and units on site, handling and placing them carefully to prevent any loss of ozone depleting substances. Before removing the appliances or units to the specified TDSRS, recycling site, or disposal site, the Contractor will remove and collect any Freon and other ozone depleting substances from such appliances or units, including central air-conditioning units. The Contractor will dispose of or recycle collected Freon and other ozone depleting substances collected according to federal, state and local regulations.

[c] Downed Trees and Imbedded Stumps: The Contractor will remove downed trees and branches on public property in the referred site or area. He will cut them into manageable pieces and remove them to the designated TDSRS, recycling site, or disposal site. If the stump of a downed tree is located in the public property, the Contractor will cut it flush with the ground, except that if the root ball is more than 50% exposed, the Contractor will remove or grind the stump and fill the hole to surface level with river sand. If a downed tree lies partly on public property and partly on private property, the Contractor will remove the part on public



property, taking care to minimize damage to private property. The Contractor will coordinate such work with the City.

[d] Dead Animals: Except for rodents and other small vermin, the Contractor will report dead animals to the City, and will remove them as the City directs.

(4) Load Tickets:

(a) The Contractor will complete Load Tickets to document all removals. (Form shown as Exhibit 6). Each load ticket shall record Ticket Number, Contract Number, Contractor Name, Date, Truck or Roll-off Number, Truck Capacity (CY), Load Size (CY), Load Weight (tons), Driver Name, Debris Classification (Burnable, Non-Burnable, Mixed, Other), Collection Location(s), Dumpsite, Time Inspected (loading), Time Inspected (dumping), and Eligibility (Y/N).

(b) The City Representative will give the entire four-part load ticket to the vehicle operator before the operator departs the loading area with a load of debris for disposal. Upon arrival at the disposal site, the vehicle operator shall give the entire four-part load ticket to the City Representative. The City Representative 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 City Representative to the nearest cubic yard, and the vehicle operator will be provided with one of the copies. The Contractor will be given a copy of the load ticket, and the original ticket shall be kept by the City Representative or the designated representative. The load tickets shall be submitted with the daily report.

(c) The Contractor and the City Representative will initial the loading tickets at the loading site and again when the debris is dumped. Load tickets shall include the Contract and Work Order Numbers applicable for the areas where the debris was generated.

b. DEBRIS STAGING, REDUCTION, AND DISPOSAL

(1) General: At City direction, the Contractor will build and operate Temporary Debris Staging and Reduction Sites ("TDSRS"). The Contractor's TDSRS operation will receive, stage, process, segregate, and reduce debris directed to the site and direct it to lawful disposal or recycling.

(2) Assignment: The City will identify intended TDSRS sites, and the needed processing type and capacity at each, in a specific written direction to the Contractor. Anything herein to the contrary notwithstanding, the City is responsible to obtain site access authority and is liable for any related failures. Except that the Contractor is responsible to obtain all needed construction, burn, and other operating permits and clearances, and except as otherwise provided in the City's direction, the Contractor will consider the direction as confirmed authority to enter the site and conduct operations as provided below.

(3) Monitoring: The Contractor shall thoroughly videotape and photograph (ground and aerial) each TDSRS before any activity begins and periodically update video and photographs to track site progress and document site conditions.

(4) Construction:

(a) Site Preparation: The Contractor will prepare the site(s) to accept and process debris according to City direction. He will clear the site, grade it, build berms and ditches to drain the site and control runoff and erosion, fence and gate the site(s) for security, build needed roads, and provide needed utility services, including water, electricity, and related connections. Prior to commencing debris reduction and disposal operations at any TDSRS, the Contractor will present to the City's representative, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading and hauling, stating brand name, model and horsepower (including all air curtain incinerators).

(b) Facilities: Except as otherwise provided in the City's direction, the contractor will build or install the following facilities and provide needed water, electricity, and other needed utility services at each TDSRS:

i. Reduction Facility: A facility to reduce vegetative debris and untreated wood by either chipping and grinding or air curtain incineration or both, as the City directs. **Exhibit 1** hereto states technical requirements for air curtain incineration.

ii. Temporary Storage and Processing Areas : Lined temporary storage and processing areas for ash, white goods, household hazardous waste, fuel and other materials likely to contaminate soils, runoff or groundwater.

iii. Containment Area: A containment area for HHW. This containment area will consist of an earthen berm with a non-permeable soil liner. The HHW containment area must be covered at all times with a non-permeable cover.

iv. Inspection Towers: Elevated inspection tower(s) or lifts for load examinations. The City will determine the number of towers or lifts needed at each TDSRS. **Exhibit 1** hereto states required tower dimensions and features.

v. Administrative, Support, and Sanitary Facilities: The contractor shall provide temporary administrative, support, and restroom facilities at each TDSRS.

vi. The Contractor shall place and maintain plastic liner under stationary equipment such as generators and mobile lighting plants, unless otherwise directed by the City.

#### (5) Operations

(a) Primary: As provided below, the Contractor will process and dispose of all debris and other collected material delivered to the site. The Contractor shall segregate the debris into various categories. The Contractor will store, process, and dispose of all debris, including Household Hazardous Waste (HHW), and otherwise conduct all TDSRS operations, according to federal and state rules and regulations.

i. Sorting and Segregation: The Contractor shall sort and stockpile debris and other collected material at the site. The Contractor will segregate debris and other materials into burnable debris, non-burnable debris, recyclable materials, and household hazardous waste and ash residue.

ii. Reduction: The Contractor will reduce burnable debris by chipping and grinding or air curtain incineration as the City directs.

[a] Chipping and Grinding: If the City directs, the City will chip and grind debris into mulch and move it to lawful recycling or landfill disposal. The Contractor may provide or sell the chips or mulch to be recycled for use in agricultural mulch, fuel or wood products.

[i.] The average chip size produced will be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.

[ii.] The Contractor will sort material intended for chipping and grinding to reduce contaminate content to less than 10%. Contaminates are all materials other than wood products. Plastics should be eliminated. In the process, the Contractor will use root rake loaders to feed or crowd material to the chipper/grinder. The Contractor will not use bucket loaders in the process. The Contractor will apply hand laborers to remove contaminants from material being fed into the chipper/grinders. The Contractor will use shaker screens to remove soil from stumps with root balls and other materials and vegetative debris containing or carrying large amounts of soil.

[iii.] The Contractor will store chips/mulch in piles not higher than 15 feet and will satisfy all related state and local laws.

[b] Burning:

[i.] The Contractor will not dump, and will permit no one else to dump, hazardous or contained-ignitable material (such as gasoline) into the burn pit. The Contractor will protect the public from the burn operation and will provide related public notice using signs, fences and other measures, depending on circumstances. The Contractor will control emissions according to state and Federal standards for burning operations.

[ii.] The Contractor will contain, store, and remove ash produced in burning operations. The Contractor will control dust during ash handling and water the containment area periodically to prevent particles from becoming airborne.

iii. HHW: The Contractor shall immediately report any previously undiscovered HHW material found at TDSRS to the designated City representative. The Contractor will segregate such HHW material from remaining debris using a method that will allow the remaining non-HHW debris to be processed. The Contractor will place all HHW debris in the designated HHW containment area and process it to lawful disposal. The Contractor will clean all HHW spills caused by the Contractor's operations. The Contractor will promptly report all such spills and cleanings to the City.

iv. Disposal: The Contractor will process all debris to lawful disposal or recycling.

(b) Support Functions:

i. The Contractor will install site security measures and shall maintain security for operations at each TDSRS. The Contractor shall provide for and maintain appropriate worker safety systems.

ii. The Contractor will establish effective recycling and material segregation procedures, and protect, secure, package, test, and ship all debris and material taken to the sites.

iii. The Contractor will control pedestrian and vehicle traffic, dumping operations, dust, and erosion at each TDSRS. He will manage the site against fire and safety hazards. He will maintain on-site roadways for safe and serviceable use.

iv. Operations Plan: The Contractor will provide a site operations plan for review and approval by the City prior to beginning work at each site. Without limitation, the plan will address Site Access, Site management (including points-of-contact, organizational chart, etc.), Traffic Control Procedures, Site security, Site safety, Site layout/segregation plan, Hazardous waste materials plan, and Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate.

(6) Closure: With City approval, the Contractor will clear and close TDSRS within 30 calendar days after the last delivery of disaster-related debris and other collected material. To close the site, and without limitation, the Contractor will remove equipment, debris, and all remnants from the processing operation (such as temporary toilets, inspection station, security fence, etc.) from the site. He will grade the site and restore it to prior condition. The Contractor will restore the site according to all state and local requirements. The Contractor will move all non-burnable debris, ash and wood chips to lawful disposal. The Contractor retains responsibility for the site until the City approves the closure.

#### c. DEMOLISHING DAMAGED STRUCTURES

##### (1) General

(a) Scope: The work will demolish referred structures. In the purpose, the contractor will assess referred locations for structural soundness and the presence of materials requiring special removal or otherwise not suited for landfill disposal. He will remove such materials not suited for landfill disposal, manifest it, and transport it to designated processing sites. In Historic Preservation referrals, the Contractor will also salvage historically significant items during demolition preparations. He will decommission the site and prepare the structure for demolition. The Contractor will demolish the structure, clear the site, and remove and dispose of all debris. When required by law or regulation, the Contractor will complete a full abatement according to 40 CFR, Chapter 61, Subpart M, National Emission Standard for Asbestos.

(b) Sequence: As developed below, Contract operations will follow a definite sequence. The City will refer sites identified for demolition. The Contractor will verify referred sites. He will assess sites for structural soundness and report findings to the City. At City direction, the Contractor will assess and remove hazardous materials from structurally sound sites. The Contractor will remove, preserve, and transport identified historically significant items. The Contractor will assess and decommission houses using methods, including asbestos removal methods, approved by the EPA and LDEQ. The Contractor will otherwise prepare sites for demolition, and at City direction, demolish structures, remove and dispose of debris, and clear the sites.

(c) Site Access: The Contractor is not responsible to obtain or confirm demolition site access. The Contractor will direct all site access questions, including property boundary questions, to the City Representative.

(d) Site Survey: With demolition referrals, the City will supply site surveys for Contractor use. Except as provided below for utilities disconnections, the Contractor is not responsible to research or obtain original surveys or servitudes.

(e) Referral: The Contractor will **CONDUCT NO SITE OPERATIONS** without first receiving a specific, dated, completed, "Demolition Assessment Work Order," in the form provided as **Exhibit 2** hereto, for the site signed by the City Representative. The Work Order will designate the dumpsite(s) to be used for debris disposal. The completed work order must:

i. IDENTIFY the site for demolition, locate it by City Location ID No., street address, and GPS coordinates;

ii. CONTAIN OR ATTACH:

[a] A photograph of the demolition site

[b] A site survey

[c] A copy of the Condemnation or approved Voluntary Demolition Request with Entry Authorization authorizing demolition and clearing at the site

[d] (If applicable) A copy of the signed and dated FEMA Historic Preservation Assessment form identifying each Historically Significant Item at the referred location; and

[e] (If applicable) A photograph of each Historically Significant Item listed on the FEMA Historic Preservation Assessment form; and

iii. SPECIFY:

[a] The disposal sites for RACM (Type I) and Non-RACM (Type III) Construction & Demolition ("C&D") debris; and

[b] (If applicable) The delivery site for Historically Significant Items, authorized by the City.

The Contractor will reject incomplete Work Orders. He will promptly return a receipted copy of accepted Work Orders to the City Representative. The Contractor will **DEMOLISH NO STRUCTURE** without also first receiving a signed and dated, site specific NOTICE TO DEMOLISH from the City.

(f) Lower Impact Demolition Stipulations: In Historic Preservation referrals ONLY, the described work is subject to definite requirements intended to reduce ground disturbing demolition operations to a practical minimum. The requirements are stated as "Lower Impact Demolition Stipulations," and are attached as **Exhibit 8** hereto. In such referrals, the Contractor will comply with the Lower Impact Demolition Stipulations during all assessment, decommissioning, demolition, leveling, loading, clearing and related operations hereunder.

(2) Assessments

(a) Initial Verification and Structural Soundness Assessment

i. Verification: The Contractor will verify the referral by on-site inspection. The Contractor will check address, GPS coordinates, site survey, and photograph to verify the information contained in the Work Order (including demolition authorization). The Contractor

will provide an inspection report to the City Representative verifying supplied information and detailing discrepancies. The Contractor will conduct no site operations at locations with identified referral discrepancies until the Contractor receives and verifies corrected referral documents.

ii. **Structural Soundness Assessment:** For locations without identified referral discrepancies, the Contractor will examine referred structures for structural soundness and report concise written findings to the City Representative. **Anything herein to the contrary notwithstanding, the Contractor will not enter or work in any structure it considers structurally unsound or otherwise unsafe.**

(b) Further Assessments: For locations without identified referral discrepancies and structures the City Representative determines sufficiently sound, and at the City Representative's written direction, the Contractor will complete and report the following further assessments:

i. **Salvage and Personal Property:** The Contractor will examine the site for personal property, hazardous items (weapons, ammunition, etc.), valuables, and other sensitive items suitable for salvage or recovery. The Contractor will report concise findings to the City Representative.

ii. **Historically Significant Items:** In Historic Preservation referrals, the Contractor will verify the FEMA Historic Preservation Assessment form and photographs for the location. The Contractor will document and report all significant discrepancies between the form descriptions and actual conditions to the City Representative.

iii. **Hazardous Materials and Other Materials Not Suited For Landfill Disposal:** The Contractor will examine the site for Hazardous Waste (HW), Household Hazardous Waste (HHW), Small Motorized Equipment (SME), Electronic Waste (E-Waste), White Goods and Waste Tires and other materials not suited for landfill disposal. The Contractor will prepare a detailed, categorized manifest of such materials found at the site and deliver the manifest to the City Representative.

Asbestos Containing Material: The Contractor will test for Asbestos Containing Material ("ACM") pursuant to EPA methodology, including, but not limited to ACM survey, testing and reporting as required in 40 CFR, Chapter 61, Subpart M, National Emission Standard for Asbestos. All tests must satisfy the requirements of LDEQ and the EPA. The Contractor will report written findings and test results to the City Representative.

(c) Special Coordination Report: Based on the location assessments, the Contractor will develop plans to resolve any anticipated significant problems coordinating required pre-demolition removals, decommissioning, and demolition. Such plans will serve the overall removal purposes to the maximum practical extent consistent with safety considerations. The Contractor will report anticipated significant coordination problems and written resolution plans to the City Representative

(3) Decommissioning and Submission for Demolition: With referral information verified and assessments completed and reported, the City will confirm sites for decommissioning. Decommissioning is removing Historically Significant Items, removing and segregating hazardous materials where indicated, and otherwise preparing the site and structure for demolition. Using a Decommission Direction Form, provided as Exhibit 3, the City

will confirm sites to be decommissioned by written direction to the Contractor. Such direction will: 1) approve or revise the Contractor's plans to remove and transport Historically Significant Items; 2) state whether the operation must remove hazardous materials from the site, including whether the Contractor must use RACM demolition and removal procedures; and 3) approve or revise the Contractor's removals coordination plan.

(a) Removals:

i. Hazardous Materials, and Other Materials Not Suited for Landfill Disposal: According to the described sequence, and at sites confirmed for pre-demolition hazardous materials removal, the Contractor will remove manifested Hazardous Waste (HW), Household Hazardous Waste (HHW), Small Motorized Equipment (SME), Electronic Waste (E-Waste), White Goods and Waste Tires, and other materials, including other electronic material, not suited for landfill disposal from referred locations according to related laws and regulations, including LDEQ ACM Guidance for Hurricane Demolition Debris where applicable. When required by law or regulation, the Contractor will complete a full abatement according to 40 CFR, Chapter 61, Subpart M, National Emission Standard for Asbestos.

[a] The Contractor will segregate manifested Hazardous Waste (HW), Household Hazardous Waste (HHW), Small Motorized Equipment (SME), Electronic Waste (E-Waste), White Goods and Waste Tires. He will place the material curbside and prepare it for safe, secure, and documented collection and transportation to the designated processing or disposal site, as provided below. The Contractor will supply the City Representative a confirmed revised manifest of such removed and segregated materials.

[i.] Other Electronic Items. E-Waste includes computers, monitors and televisions. The Contractor will segregate all other common electronic items and haul them to the processing or disposal site indicated on the Work Order.

[ii.] 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-whackers, chain saws, pole saws, etc., shall be segregated on site for City collection.

[b] Ozone Depleting Substances. The Contractor will handle White Goods and other items likely containing ozone depleting substances (for example, air conditioners in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

ii. (WHERE APPLICABLE) Selective Salvage of Specifically Identified Historically Significant Items: Applying the Items of Historic Interest Removal Plan approved by the City Representative, and in the presence of a Historic Preservation Monitor designated by the Contract Representative, the Contractor will carefully remove the items listed on the FEMA Historic Preservation Assessment form for the location. The Contractor will label each removed listed item with the address of the structure from which it was extracted using a form of removable label that will not cause damage upon its removal. The Contractor will store removed items in a protected area away from the remaining structure to be demolished. The Contractor will supply the City Representative a confirmed list of removed Historically Significant items. The Contractor will not remove any item listed on the FEMA Historic Preservation Assessment form for the location without direct observation by the designated Historic Preservation Monitor.

iii. Personal Property and Salvage Items: The Contractor will move personal property and salvage items (such as but not limited to: automobiles, boats, trailers, and recreational vehicles) specified by the City Representative as directed by the City. Contractor shall take before and after digital photographs of all personal property and salvage items it moves to the nearby public property and will deliver identified copies of such photographs and related documentation to the City Representative with its final report evidencing demolition of the property. The Contractor will provide for other hazardous and sensitive material as provided above.

iv. Other: Before the demolition, the Contractor will remove debris and rubbish including, but not limited to, trash, metal, plastic, and glass, from within the footprint of the structure to be demolished.

(b) Disconnections: **The Contractor will obtain ALL needed utilities disconnections.** He will cap water lines and plug sewer taps or pipes to septic tanks or sewer systems according to local requirements. He will obtain gas, electric, phone, and cable TV disconnections from the local service providers. He will also coordinate all utilities disconnections with the local providers. For locating and marking the locations of underground utilities, the Contractor will coordinate with the appropriate service providers and/or contact Louisiana One Call at (800) 272-3020.

i. In cases where there are no shut-off valves, and excavation is required within the utility servitude, the excavation shall be limited to the existing servitude to the greatest extent feasible, in order to limit unnecessary ground disturbance.

ii. The Contractor will cap water lines and plug sewer taps with screw type expanding plug inserts or other means approved by the local sewer authority to prevent intrusion of ground water into the existing sewer system. The Contractor will not remove or disturb septic tanks and underground storage tanks. The Contractor shall take reasonable care to ensure that damage does not occur to any septic tanks, undamaged water wells, grinder pumps and associated tanks/piping

(c) Notices:

i. Demolition Notice: The Contractor will erect and maintain a durable placard at the site marking the site for demolition and bearing the City Demolition Identification Number. The number will be sufficiently large to enable passers-by to read it from the street. The Contractor will remove the placard when it completes operations and it vacates the site.

ii. "Demolition-Ready" Notice: When the Contractor has completed all demolition preparations, including removing hazardous material, Historically Significant Items (where indicated), and personal property from sound structures, disconnecting utilities and has obtained needed permits, the Contractor will use a "Demolition-Ready Certification" form, shown as Exhibit 4, to be provided by the City, to certify the location is ready for demolition. The Contractor will attach a copy of needed permits to the "Demolition-Ready Certification" form submitted to the City Representative. The Contractor will DEMOLISH NO STRUCTURE without first receiving a signed and dated, site specific NOTICE TO DEMOLISH from the City.

(4) Demolition and other Leveling Operations: Promptly following receipt of the City's Notice to Demolish, and as provided below, the Contractor will completely demolish and



remove all structures listed in the Work Order, down to the existing foundations, piers, and/or slabs, flush with the ground.

(a) Coordination and Monitoring

i. The Contractor will demolish no structure without a City Representative present. The Contractor shall check the structures immediately prior to demolition to insure that the properties are vacated.

ii. In Historic Preservation referrals, the Contractor will coordinate the scheduling of each site with the FEMA Historic Preservation Monitor ("HP Monitor") so that removal of Historically Significant Items can occur first thing in the morning or, in cases where multiple sites may be demolished by the same crew in a single day, at times and places communicated and coordinated with the HP Monitor.

(b) Demolition

i. General:

[a] The Contractor will complete each demolition in a single day unless City Representative permits or directs a longer period;

[b] The Contractor will not bury any debris on-site;

[c] The Contractor will fill basements or crawl spaces located beneath demolished structures with sand or other suitable material obtained elsewhere. The Contractor will compact the fill and grade it level with the adjacent surface. The Contractor will remove water and foreign material from basements and crawl spaces before filling them. The Contractor will not dig or collect needed fill from the demolition location;

[d] The Contractor will excavate no soil during demolitions except as required incident to demolition and debris removal operations. The Contractor shall take care to cause no disturbances below 8 inches of ground depth without approval from the City Representative.

ii. Special:

[a] Slabs, Sidewalks, and Foundations: The Contractor will not demolish or damage concrete slabs, or sidewalks unless directed by the City's Representative. The Contractor will not demolish or damage structural foundation piers attached to the ground unless they pose a health and safety hazard and only as directed by the City's Representative. If the City's Representative directs the removal of structural foundations to ensure public health and safety, the soil disturbance shall be limited to a depth no greater than six (6) inches below the footings and piers to be extracted, and the excavation shall not exceed a 3-foot lateral width from the foundation. The Contractor will fill basements and crawl spaces as provided above. The Contractor will remove no standing trees except by specific City direction for trees that directly obstruct the demolition. In such cases, the Contractor will first cut and remove branches and thereafter cut the trunk flush with the ground, leaving the underground roots and subsurface undisturbed. If a slab presents a threat to public health and safety and the City's Representative directs the Contractor to remove it, the Contractor will remove it by lifting it off the lot and not by excavation. The Contractor will use low impact procedures to break the slab into easily

removable pieces of concrete that will facilitate its removal from the site, as approved by the City Representative. The Contractor will fill voids under the slab with sand to an elevation 2-6 inches above the surrounding ground elevation. The Contractor will dispose of concrete at an appropriate disposal facility. The Contractor will dispose of concrete produced at a RACM site at a RACM Landfill.

[b] Swimming Pools: At the City Representative's direction, the Contractor will fill swimming pools with sand or other suitable material. The Contractor will remove water and foreign material from pools before filling them. The fill material should be compacted with a 6 inch crown in the center of the pool; the compacted fill material should be sloped to provide positive drainage to the sides of the pool. The Contractor should use caution and if possible leave the pool areas such that the fill material can be removed and the pool returned to operational status. The Contractor is not responsible for pool damage occasioned by pool filling operations.

[c] Stumps: The Contractor will not remove "leaners," "hangers," or stumps unless they create a hazard for or obstruct the demolition, in which case the Contractor will first obtain the City Representative's approval, and then cut and remove branches and thereafter cut the trunk flush with the ground, leaving the underground roots and subsurface undisturbed.

[d] Hazardous Materials in Unsound Structures: In cases where the Contractor has not previously removed HW, HHW, e-waste, SME, tires, and white goods from unsound structures, he will remove it as safety permits during demolition and according to EPA and LDEQ disposal requirements. The Contractor will segregate removed materials and transport them as the City directs..

(5) Loading and Transporting:

(a) Demolition and Storm Debris:

i. The Contractor will load demolition and site and storm debris, including vegetative debris, soils & mud, and scattered C&D debris at the site onto trucks or other suitable vehicles. He will haul such debris to the disposal site(s) specified on the Work Order. The Contractor will load and transport debris in a manner that prevents spillage on streets or adjacent areas. State and Local regulations regarding transportation, hauling, and disposal shall apply. The Contractor will dump removed debris at specified sites as directed by the disposal site operators.

ii. The debris work area shall be maintained clean and clear of debris as reasonably as practical under the circumstances. The Contractor will remove debris regularly during demolitions to permit no large debris accumulations on-site.

iii. Load Tickets: As provided above for Debris Clearing, Collection, And Removal (Non-Demolition) services, the Contractor will use Load Tickets to record the cubic yard volume of debris removed for disposal.

(b) Hazardous Materials, and Other Materials Not Suited for Landfill Disposal: The Contractor will collect manifested Hazardous Materials, and Other Materials Not Suited for Landfill Disposal from referred sites and load it for transportation to the specified processing or disposal site.

i. The Contractor will contain and load collected materials for transportation so as to prevent any mixing of reactive materials.

ii. Using the Hazardous Materials, and Other Materials Not Suited for Landfill Disposal manifest for the site, the Contractor will document materials placed on each transportation vehicle and provide a transportation manifest for each vehicle transporting material from each demolition site. The manifest will identify the vehicle and its driver, the collection date and demolition site, and list the Hazardous Materials, and Other Materials Not Suited for Landfill Disposal loaded in or on the transport vehicle for transportation to the processing or disposal site. The driver will carry a duplicate copy of the manifest for all Hazardous Materials, and Other Materials Not Suited for Landfill Disposal being transported on the vehicle for delivery at the processing or disposal site.

iii. The Contractor will leave the immediate collection site clean and safe. He will list any unremoved material and promptly deliver the list to the City representative.

iv. Transportation: The Contractor will transport all collected Covered Waste Materials to the designated processing or disposal site.

[a] The Contractor may gather Hazardous Materials, and Other Materials Not Suited for Landfill Disposal from multiple demolition sites for combined transportation to the processing or disposal site, but each transporting vehicle will carry manifests showing all Hazardous Materials, and Other Materials Not Suited for Landfill Disposal carried on the vehicle for delivery to the processing or disposal site. Transportation manifests will list all collected materials delivered to the bulking facility.

[b] The Contractor will comply with all applicable federal, state, and local rules, regulations, and industry standards concerning the transportation and disposal of Hazardous Materials, and Other Materials Not Suited for Landfill Disposal.

(c) (WHERE APPLICABLE) Historically Significant Items:

i. In Historic Preservation referrals, the Contractor will transport recovered historically significant items to the New Orleans Preservation Resource Center ("PRC") or to some other public or private non-profit recycling operation in Orleans Parish as the City may direct. The Contractor will unload the materials at the delivery site. Using the confirmed list of removed items, the Contractor will obtain a detailed written receipt from the receiver and deliver the receipt to the City Representative.

ii. The Contractor will not mix or commingle historically significant items with any other form(s) of debris when transporting any items to designated collection or disposal sites or otherwise.

(6) Site Clearing and Demobilization

(a) Post-Demolition Clearing and Cleanup: The Contractor will clear, grade, and slope the demolition site, providing positive drainage from the site. Contractor shall take care to cause no disturbances below eight inches of ground depth without approval from the City Representative.

i. The Contractor will remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition.

ii. The Contractor will smoothly and evenly dress restored areas to insure proper drainage, generally restoring demolition sites to near pre-existing conditions, except for demolition and clearing work. The Contractor need not restore original contours, unless specifically directed by the City Representative.

iii. The Contractor will repair all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal, which are damaged by Contractor operations.

iv. The Contractor will return personal property and salvage items removed from the site during demolition to the City.

(b) Site Vacation: After completing site work, 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 promptly removed shall be considered abandoned, and the City may remove it at the Contractor's risk and cost, which the City may withhold from payments due to the Contractor.

## 2. Related Requirements

a. Time: The Contractor will anticipate imminent work orders upon receipt of a written Notice to Proceed ("NTP) from the City. The City may issue the NTP at any time following 72-hours prior to the designated event. Within twenty-four hours following the specific NTP received from the City, the Contractor shall mobilize all labor and equipment and shall be fully operational for clearing debris. The Contractor shall be fully operational for hauling, sorting and storing of debris within 48 hours of specific NTP. The Contractor shall be fully operational for the reduction and disposal of debris within 72 hours of specific NTP.

### b. Equipment

(1) The Contractor shall maintain all trucks and other equipment used in the contracted work in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment used in the work shall be equipped with back up alarms and tarps. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate equipment. All trucks used to haul debris shall be covered with a tarp while hauling debris. All trucks and trailers must dump hydraulically by control from the vehicle cab without the assistance of other equipment. Sideboards or other bed extensions are permitted provided they meet all applicable rules and regulations, cover the front and both sides, and are capable against severe operating conditions. The Contractor will use 2" x 6" or larger boards for any sideboards. Sideboards shall not extend more than two feet above the metal bedsides. The Contractor will use no sideboards disapproved by the City. 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. The Contractor will measure all hauling equipment for hauling capacity. He will fix a durable placard to all such equipment and thereon clearly indicate the vehicle's load capacity by volume and weight. The placard will name a certifying Contractor official and the date certified. The Contractor shall inspect all equipment prior to use and ensure all loads are covered prior to departing demolition site.

(2) The Contractor shall provide and operate all equipment necessary to prepare TDSRS sites, stockpile the debris, chip and grind or burn debris, remove ash from air-curtain incinerator(s), load and haul all non-burnable debris and ash residue for disposal, and any other equipment to operate the TDSRS and perform its functions.

(3) The Contractor will install, maintain, and operate all equipment in compliance with Federal, State and local rules and regulations. All equipment and operator qualifications will meet the requirements of local, State and Federal safety and health requirements. The Contractor will inspect equipment prior to its use and will document inspections using applicable forms. The completed forms will be provided to the City if requested. All equipment shall be approved by the City Representative prior to use.

(4) The Contractor shall equip trucks used for the described work with two signs, one attached to each side. Magnetic signs are not permissible. The Contractor shall provide these signs for its trucks as approved the City Representative. 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. (Truck Placard Form shown as **Exhibit 5** hereto).

(5) Trucks or equipment used in the contracted work shall not be used for any other work during the working hours of this contract.

(6) At all stages in demolition operations, and to the maximum practical extent, when heavy equipment is not in use, it will be staged on hard, firm surfaces where equipment is not susceptible to sinking (in Historic Preservation Referrals, specifically according to Lower-Impact Demolition Stipulations). Paved surfaces will be used to the fullest extent possible. Streets will not be used for this purpose.

(7) Prior to commencing debris removal operations, the Contractor shall present to the City all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity. The City may, at any time, request that the trucks be re-measured. The Contractor shall notify the City each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

(8) The Contractor will use no hand loaded trucks or trailers without prior City approval. Because hand loaded trailers cannot be compacted like mechanically loaded trailers, the City monitor will reduce the observed capacity of hand-loaded trailer by 50%.

c. Environmental Protection and Hazardous Materials

(1) Environmental Protection:

(a) Environmental Protection is 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 subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the clearing, collection, processing, and demolition activities in performance of this contract.

(b) The Contractor shall comply with environmental laws, regulations, conditions or instructions during the performance of any work under this contract. The Contractor shall use all reasonable means available to protect the environment and natural resources. The Contractor will repair environmental damage occasioned by his operations hereunder.

(c) While the Contractor shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during demolition operations, the Contractor shall also manage surface water runoff for compliance with applicable federal, state, and local requirements. Structures to be demolished will be adequately wetted down immediately prior to and during demolition, and also during the loading of haul trucks prior to hauling the debris to approved landfills. While trucks hauling RACM shall be lined, all trucks will have their loads covered with tarps during transport. The Contractor's water use shall not create hazardous or objectionable conditions such as ice, flooding and pollution nor overly saturate the ground to cause a disturbance below 8 inches below the ground surface.

(d) The Contractor will remove, collect, transport, and process 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 demolition as C&D (non-RACM) or RACM.

(2) Historical and Archaeological Concerns or Resources: The Contractor will not remove or disturb any historical, archaeological, architectural or cultural artifacts, relic remains or objects, at the demolition sites, above or below ground, except for historically significant items as directed herein. The Contractor will carefully protect and preserve all newly-discovered or unlisted items having any apparent historical or archeological interests. The Contractor shall leave new or unlisted archeological or historical finds undisturbed and immediately report to the City Representative and the State Historic Preservation Officer or, in Historic Preservation referrals, FEMA Historic Preservation.

(3) Hazardous and Sensitive Materials.

(a) Hazardous Materials:

i. Hazardous and Toxic Wastes (HTW). If suspected HTW materials are found by the Contractor, (i.e. 55-Gallon drums containing unknown materials), they shall be immediately identified and reported to the City Representative, so a determination as to the disposition of the material can be made. Contractor personnel who will be handling HTW materials shall be appropriately trained and certified.

ii. The Contractor shall not pollute any public waters with any hazardous materials including but not limited to fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, or other harmful materials. The Contractor shall comply with all applicable Federal, State, Parish, and Municipal laws concerning pollution of rivers and streams.

iii. The Contractor shall prevent hazardous materials including but not limited to chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and concrete waste from entering the rivers and creeks.

iv. The Contractor will dispose of hazardous materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., according to federal, state and local laws and regulations. Waste material which is dumped by the Contractor in unauthorized areas shall be removed and the area restored to the original condition before being disturbed, at the expense of the Contractor.

(b) 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 lawfully disposed of. Below ground storage tanks for gasoline, diesel, propane or petrochemical products shall not be removed. In such cases, the Contractor shall notify the City Representative. Contractor personnel who will be handling petroleum product materials shall be appropriately trained.

(4) Other:

(a) The Contractor shall not remove or disturb any human remains, including human bones. If human remains are encountered at a site during demolition activities, all work at that site shall be stopped. The Contractor shall immediately notify the City Representative, the New Orleans Police Department, and, in Historic Preservation referrals, FEMA Historic Preservation.

(b) If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify the City Representative. Animal remains shall be properly disposed by Contractor.

(c) If the Contractor encounters ammunition, weapons, or explosives on site or during demolition/cleanup activities, all work shall be stopped in the adjacent area. Work may continue in other areas on site. The Contractor shall immediately notify the City Representative, the New Orleans Police Department, and the New Orleans Fire Department.

(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 contractor employees keep any found items for souvenirs or other uses. In such cases, the Contractor will immediately notify the City Representative and the New Orleans Police Department

d. Damage Mitigation

(1) Before beginning any demolition work, the Contractor will 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. The Contractor shall coordinate the work of this section with all other work.

(2) 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.

(3) The Contractor shall exercise due care to minimize any damage to trees, shrubs, landscaping and general property. Trees outside the project site which might be damaged during demolition shall be left in-place, and shall be protected.

(4) The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

(5) In compliance with FEMA low-impact removal guidance, the Contractor will confine major demolition activities including placement of equipment and debris removal containers to areas where soils have been disturbed by previous construction activities such as site development, construction, surface grading, landscaping, utility trenching, etc. This shall include the use of tracked and/or large-tired equipment to the maximum extent possible in order to minimize the depth of soil disturbance and compaction to a depth of 8 inches or less. The use of heavy equipment shall be prohibited if excessive sinking or rutting (greater than 8 inches) should occur following rainfall events where the ground becomes saturated. Operations involving the use of heavy equipment shall resume after conditions have improved such that excessive sinking or rutting is no longer a problem. If the Contractor cannot follow the low impact demolition removal guidance for a specific structure to be demolished, the Contractor shall not commence demolition, and shall immediately inform the City Representative.

(6) The Contractor will take reasonable care not to damage any septic tanks, undamaged water wells, grinder pumps and associated tanks/piping. Lower Impact Stipulations (Exhibit 8) apply in Historic Preservation Referrals.

(7) The Contractor will take reasonable care not to damage historically significant items while removing, staging and transporting them, but shall not be responsible for damages to such items, unless such damages are determined to be the result of negligence through Contractor actions. The Contractor is not responsible for storm related or other pre-existing damage to historically significant items. Contractor shall take before-and-after digital photographs of all historically significant items it removes, stages, and transports, and will deliver identified copies of such photographs to the City Representative with its final report evidencing demolition of the property.

(8) The Contractor will take reasonable care not to damage personal property and salvage items while moving them, but shall not be responsible for damages to such items being moved, unless such damages are determined to be the result of negligence through Contractor actions. The Contractor is not responsible for storm related or other pre-existing damage to personal property or salvage items.

e. Damages And Damage Repair: Except for damage and demolition directed by the City hereunder:

(1) The Contractor is responsible for all damage to private property or property destroyed due to Contractor's actions or neglect of contracted duty during the course of the Contract

(2) Any damaged items shall be repaired or replaced as approved by the City Representative, as a non-reimbursable expense.



(3) Any damage to private property caused by Contractor operations shall be repaired at the Contractor's expense.

(4) The Contractor shall replace such tree(s) damaged on adjacent property during the work.

(5) The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the City of New Orleans. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor.

(6) The Contractor shall repair all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal, which are damaged by Contractor operations. This will include re-sloping to original grade and providing positive drainage from the site.

(7) The Contractor shall repair utilities damaged as the result of his negligence. The Contractor will not be liable for any documented preexisting damage to utilities.

(8) The Contractor shall take digital photographs of any damages caused by Contractor operations and provide digital copies to the City Representative.

f. Site Conditions and Precautions:

(1) The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may temporarily move signs to protect them from damage during demolition. The Contractor will return signs to the pre-existing location and condition following demolition.

(2) During demolition, decommissioning of structurally unsound structures, and the removal and hauling of associated debris, water shall be used to control dust. A water truck will be required at each demolition site. The Contractor may coordinate with local utility to use water from fire hydrants when available. The Contractor will apply dust control measures to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. The Contractor's water use shall not create hazardous or objectionable conditions such as ice, flooding and pollution nor overly saturate the ground to cause a disturbance below 8 inches below the ground surface.

(3) The Contractor will conduct no operations on private property without City approval.

g. Spills:

(1) The Contractor shall not cause or allow any material to be spilled, released, or otherwise dispersed in the City as a result of the Contractor's activities. The contractor will immediately pick up any spillage from Contractor's equipment.

(2) The Contractor will contain all spills and leaks immediately as necessary to minimize effects. The Contractor's containment and cleanup work will comply with all applicable federal, state and local laws and regulations.

(3) The Contractor must clean any spillage of refuse resulting from collection, transfer and hauling activities.

(4) The Contractor will immediately report hazardous or potentially hazardous spills to the National Response Center, the LDEQ, and the City. A written follow-up report shall be submitted to the City not later than 7 days after the initial report. The written narrative report shall include the following minimum information:

(a) Description of the material spilled (including identity, quantity, manifest number, etc.);

(b) Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported;

(c) Exact time and location of spill, including description of the area involved;

(d) Receiving stream or waters;

(e) Cause of incident and equipment and personnel involved;

(f) Injuries or property damage;

(g) Duration of discharge;

(h) Containment procedures initiated;

(i) Summary of all communications the Contractor has had with press, agencies or Government officials other than the City; and

(j) Description of cleanup procedures employed or to be employed at the sites, including disposal location of spill residue.

h. Safety:

(1) 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 perform any work under this Contract.

(2) The Contractor will enforce traffic safety in all work areas. Flag persons, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with this requirement. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone and prevent access by unauthorized personnel. The Contractor shall control pedestrian and vehicular traffic in the work area.

(3) The Contractor will use no explosives to perform the contracted services or otherwise at assigned work sites.

i. Other:

(1) The Contractor shall monitor, supervise, and otherwise control all persons performing work on behalf of the Contractor and any subcontractor(s).

(2) 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 will the Contractor mix debris hauled for others with debris hauled under this contract.

(3) Work Hours: Work Hours: The contractor shall work during daylight hours only, for a maximum of 12 hours per day, 6 days per week or as directed by the City Representative.

At a minimum, the Contractor shall have the ability to maintain full operational capabilities, 12 hours per day, 7 days per week, for an extended period. The Contractor shall be able to rapidly adjust the flow of resources based on the magnitude of the damage and debris.

### C. Administrative

#### 1. Contractor Programs

a. Resident Relations Program: The Contractor will establish, maintain, and operate a system to receive and respond to residents comments, requests, inquires, and complaints. System features will include:

(1) Regularly publicized means for interested persons to engage the system by telephone call, facsimile transmission, e-mail, website, and postal mail. In all cases, the systems will ask the caller or writer to state specifically whether they wish to enter a complaint.

(a) Between 7:00 a.m. and 7:00 p.m. each day, the telephone call means will apply polite, trained, and knowledgeable English-speaking personnel to make personal visits and telephone calls without unreasonable delay, supply system information, and document and refer system related needs and complaints. After hours, the telephone system will report operating hours and refer inquires, needs, and complaints to facsimile, website, e-mail, personal visit, and postal means to submit or report inquiries, needs, and complaints. It will also refer emergencies to 911.

(b) The system will also operate continuous facsimile transmission, e-mail, and website means to receive and record inquires needs, and complaints and also a website, and after-hours automated telephone system to supply debris removal information.

(c) The Contractor will publicize the system to general public and direct system-related inquiries, needs, and complaints to the system.

(2) The Contractor will operate a dedicated complaints recording and resolution data base. For all cases where a caller, visitor, or writer states a desire to enter a complaint, the Contractor will enter complete related information in the data base at the earliest opportunity thereafter, immediately for complaints received by telephone call or personal visit during regular operating hours. The Contractor will attempt to obtain and record all information useful or necessary to respond to and resolve the problem, including but not limited to names, addresses, event and reporting dates, involved persons, and the like. The Contractor will maintain recorded complaint information as a business record and safeguard it against unwarranted disclosure. The Contractor will maintain the data base system and all complaint records in a form and format immediately accessible to the City on-line or by telephone call during operating hours.

(3) The Contractor will establish, operate, and maintain systems to respond to, develop, assess, and resolve recorded complaints promptly and effectively, and not later than twenty-four hours (24) after receipt absent clear justification. Where necessary or useful, Contractor Route Supervisors will meet with complaining persons to resolve complaints. The Contractor will document complaint-related actions and dispositions by attributed contemporary diary entry and maintain separate status fields in the dedicated complaints data base. The status fields will indicate whether the complaint is active or closed and whether and how resolved. In all complaints, the Contractor will attempt to obtain an acknowledgement from the

caller, writer, or visitor that the complaint is resolved. After completing reasonable attempts to resolve complaints, the Contractor will refer dissatisfied callers or visitors and the related documented complaint to the City.

b. Inspection Program: The Contractor will develop and operate an Inspection Program acceptable to the City of New Orleans covering the services described herein. The Contractor shall maintain complete records of all inspection work performed by the Contractor for at least three years after contract termination. The Contractor shall make such records available to the City at request during the contract operation and for at least three years after contract termination.

c. Training Program: The Contractor shall provide up to 16 hours annually of on-site pre-event planning and debris management training services at a site provided by the City and as may be directed by the City.

## 2. Permits, Licenses, and Violations

a. License: The Contractor will maintain licenses and permits required to perform the contracted work in the State of Louisiana.

b. Permits: The Contractor shall identify and obtain all agreements, permits or approvals needed to complete the work. Prior to commencement of work under any Work Order, the Contractor will submit copies of all permits to the City Representative.

c. Violations: The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the City of New Orleans. The Contractor will notify the City by telephone within 24 hours of notification by any authority or agency of any violation or alleged violation related to the Contract. Written notification, a detailed description of the event and any action taken by the Contractor shall follow within seven (7) days. The Contractor shall be responsible for payment of all penalties, fees and fines associated with its work.

## 3. Insurance

a. Insurance requirements: The Contractor is cautioned to assure that the total insurance requirements for this project are thoroughly reviewed, understood and met. The City, through its risk management consultant, will thoroughly review the complete insurance documentation submitted. Failure to comply with the terms and conditions may be grounds for termination of the agreement. If applicable, subcontractors must meet these requirements as well.

(1) General: The following insurance requirements shall be provided and shall apply on a primary basis. Latitude is given to the Contractor. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. Where indicated "(If applicable)", coverage will be required if it is necessary for the Contractor to perform work in an environment that requires that specific coverage. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE**

for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for pollution liability policies.

(2) Insurance: Insurance obtained and maintained by the Contractor shall contain the following coverages and limits:

(a) Workers' Compensation:

- i. State Act- Louisiana Statutory Requirements; Provide Other States coverage;
- ii. Employers Liability with Minimum acceptable limits of \$1,000,000/1,000,000/1,000,000;
- iii. Waiver of subrogation to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract;
- iv. Alternate employer endorsement , form WC 00 03 in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, volunteers, and employees;
- v. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

(b) General Liability:

- i. Commercial General Liability, Form CG 00 01, or pre-approved equivalent;
- ii. Minimal acceptable limit: \$5,000,000; \$10,000,000 aggregate;
- iii. Amendment - Aggregate limits of Insurance (per project), the most recent edition in use in Louisiana or pre-approved equivalent;
- iv. Additional Insured endorsement in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees and volunteers on [CG 20 10 Form B (edition 11 85) or CG 2026 (edition 11 85)] and should stipulate the insurance afforded by Contractor shall be primary insurance and that any insurance carried by the City shall be excess and not contributing insurance;
- v. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- vi. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

**Note:** *The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under fire legal liability and premises medical payments.*

(c) Commercial Auto Including Trucker's Liability:

- i. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- ii. Liability coverage to be provided for All Owned autos; and Hired and Non-owned Autos;
- iii. Policy to include the Broad Form Transportation Pollution Form CA 99 48, or most current form available;

iv. Additional Insured endorsement in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers and should stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by the City shall be excess and not contributing insurance;

v. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;

vi. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

(d) Umbrella / Excess Liability

i. The policy shall be following form of the primary coverages and schedule the following underlying policies: Employer's Liability, General Liability, and Automobile/Trucker's Liability;

ii. Minimum acceptable limits \$10,000,000.

(e) Contractor's Pollution

i. Covering losses caused by pollution conditions that arise from the operations of Contractor;

ii. Minimum acceptable limits \$1,000,000; \$2,000,000 aggregate;

iii. Broad Form Named Insured endorsement;

iv. Fine, penalties and punitive damages to be included;

v. Clean up costs to be included;

vi. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;

vii. Sixty (60) days prior written notice of cancellation, non-renewal or adverse material change.

b. General Specifications

(1) Contractor's Liability Insurance: The Contractor shall purchase in its name and maintain at its sole cost and expense such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and furnishing of the Work, whether it is performed by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable and shall name The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured there under. Additionally, the Contractor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Contractor shall require all sub-contractors to maintain, in limits equal to or greater than Contractor's, the same insurance coverage for Work performed or materials provided for the Work. Contractor shall insert this requirement in all contracts or agreements written and/or oral with all entities and/or persons who perform any Work under this contract. At no time shall Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage.

(2) General Requirements:

(a) Qualifications of Insurers:

i. All insurance required for this Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A VI as of the most currently published *A.M. Best Guide*.

ii. If the insurance company providing any insurance coverage furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in Louisiana is terminated or it ceases to meet the requirements of this Document, Contractor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to the City. The City reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

(b) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership shall also be furnished.

(c) Certificates of Insurance/Policies of Insurance:

i. The Contractor shall deliver to the City Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Contractor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the award of the Contract, the Contractor shall furnish to the City the certificates of insurance as required in this Document. It is imperative that the certificates show all form numbers and edition dates and that all certificates are in compliance with this document. Where Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) forms do not provide the coverage, then, at a minimum, "sample" or "draft" policies and/or forms and endorsements shall be furnished to the City attached to the certificate. The City reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.

ii. Except for those insurance policies which require a "per project" aggregate all Certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. The City may require that any impaired aggregate (s) be replenished in its favor prior to commencement of work and/or during the progress of the Work.

iii. If the ACORD Certificate of Insurance Form is used, the cancellation portion of the Certificate to be modified by deleting the words "endeavor to" which appear before the number of cancellation days and by deleting the phrase "but failure...agents or representatives." The Certificate shall also be modified by stipulating that the City will receive thirty (30) days prior written notice of any material adverse change(s) to and/or non-renewal of the respective policy (s). All Certificates of insurance shall list all endorsements attached to the respective policies and if the listed endorsements are not ISO and/or NCCI forms then a copy of the endorsements to be attached to the respective Certificate of Insurance. The City reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. The City reserves the right to request certified copies of any policy (s) evidenced by

the Certificate(s) of Insurance. The requested certified copies should be provided to the City within ten (10) days of the written request.

(d) **Objection by the City:** If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract, the City shall notify the Contractor in writing within fifteen (15) days after receipt of the Certificates. The Contractor shall provide a written response to the City's objections within ten (10) days from the date of the letter request.

(e) **No waiver of liability:** Acceptance of evidence of the insurance requirements by the City in no way relieves or decreases the liability of the Contractor for the performance of the Work under this Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the work and any of the insurance coverage(s) maintained by the City is/are to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.

(3) **No Recourse Against the City:** The insurance companies issuing the policies shall have no recourse against the City for payment of any premiums, deductibles, retentions, or for assessments under any form of policy.

4. **Bonds:** At the Contractor's expense, the Contractor shall maintain a performance bond acceptable to the City during the Agreement life:

a. **Performance Bond:** The Performance Bond shall issue in the sum of 50 percent of the bid amount to secure the faithful performance of the Agreement in all respects. The bond shall protect the City against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the Agreement and institutions of concursus or other legal proceedings made necessary by the selected Contractor's failure faithfully to perform the Agreement. The City may order extra services or make changes by altering, adding to, or deducting from the services under the conditions and in the manner described herein without notice to the Contractor's surety and without in any manner affecting the liability of the bondsman or releasing him from any of his obligations under the bond.

b. **Further Requirements:**

(1) The bond(s) must satisfy the requirements of Louisiana Revised Statutes Title 38:2219.A. relative to a "public works project." The bond(s) must bear a countersignature by a Louisiana licensed agent authorized to represent the Surety Company writing the bond together with an effectively dated copy of a power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond.

(2) An original certificate confirming payment in full and non-cancelable validity of the bond(s) for the period of the Agreement must accompany the bond(s).



(3) The Contractor's failure to provide and maintain bonds in force as required above shall materially breach the Agreement and, at the City's option, occasion an immediate cancellation for cause thereof.

## 5. Plans

a. Contractor Safety Plan: Within ten days after contract execution, the Contractor will submit to the City a Contractor Safety Plan in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual. The plan shall address decommissioning and demolition tasks, hazards, and mitigation measures for review and approval before the Contractor decommissions and demolishes any structure. The Contractor's safety plan shall address procedures to be used when conditions, such as a high risk of collateral damage to adjacent facilities, excessive danger to work crews, structural instability, etc. will preclude the use of normal decommissioning and demolition procedures or require additional measures to be taken. This plan must be accepted by the City prior to the commencement of any work.

b. Contractor Decommissioning Plan: The Contractor shall develop a Decommissioning Plan for the decommissioning of structures to be demolished, and shall be in accordance with LDEQ guidance and LESHAP state regulations. The Decommissioning Plan's components shall address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of structures for the presence of hazardous materials; hazardous materials removal; and transport and disposal of decommissioned waste.

c. Items of Historic Interest Removal Plan: Within ten days after contract execution, the Contractor will develop a plan for removing, storing, and transporting all listed historically significant items and submit the plan to the City Representative for review and approval.

6. Meetings: The Contractor shall conduct a daily tailgate safety meeting each morning prior to each day's assigned activities. The daily safety meeting shall report the hazards expected with each day's activities and intended mitigation measures for each hazard. The Contractor Safety Plan may be referenced for mitigation measures. A roster will be kept of attendees. The Contractor will report the time and place of each meeting at least two hours in advance to the City, which may attend the meetings.

## 7. Records:

a. General Requirements: The Contractor will maintain books and records relating to the performance of this Contract in accordance with the following minimum requirements:

(1) To document operations hereunder, the Contractor will maintain accurate ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records, documents, and information evidencing or associated with charges for service; expenditures or disbursements; and any other financial transactions related to this Contract. He will maintain such records, together with all other documents and records that demonstrate performance under this Contract, including all correspondence with the City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Contract.

(2) The Contractor shall establish and maintain an electronic information system to provide reports and storage and retrieval of operating data relative to this Contract including all information necessary to verify billing calculations.

(3) The Contractor will make any records or documents maintained pursuant to this contract available to the City's representative for inspection and audit, within three business days, during regular business hours, after receipt of a written request by the City. The records shall be made available to the City at the Contractor's Office.

(4) The Contractor shall maintain records of complaints and customer service requests in Microsoft Access database for tracking. The database shall be capable of providing information in report format, complete with date, addresses, phone number, contact person, and final resolution. Customer service requests and complaint reports shall be maintained chronological order and submitted with the Contractor Billing to the City.

b. Other: The Contractor shall maintain other data and records as may be reasonably requested by the City.

## 8. Reports:

### a. Daily Operational Report:

(1) General: The Contractor shall submit a daily operational report in a format approved by the City. (Form shown as **Exhibit 6**) A separate operational report is required for each Work Order/property. For example, if the Contractor is working three crews on the same day, three reports shall be submitted at the end of that day (one for each crew). This form must be signed daily by the City Representative and the Contractor for payment to be made. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. 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, historically significant item discoveries and related reports and activities, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the structures or per-cent of structures demolished that day, including building ID and address. Before and after photographs of all structures demolished shall be submitted for the respective Pre-demolition or Post-demolition checklist. Each report shall contain, at a minimum, a) Contractor Name; b) Contract Number; c) Location of Work Performed; d) Quantity and Type of Debris Removed by Location; e) Quantity of Each Waste Stream Removed; and f) Quantity of Tires Placed on Public Property for Collection by others.

### (2) Particular Reports:

(a) Debris Removal Reports: The Contractor shall prepare daily reports to the City to detail the progress of the debris removal services. Discrepancies between the daily report and the corresponding load tickets shall be reconciled no later than the following work day. Each report shall contain, at a minimum, the following information:

- i. Reporting date;
- ii. Location of work (street names and address blocks);
- iii. Contractor's name performing work at each location;
- iv. Number of passes performed at each location;
- v. Daily and cumulative totals of debris removed, by category;
- vi. Any problems encountered or anticipated.

(b) Debris Processing and Disposal Reports: The Contractor shall prepare daily reports to the City to detail the progress of the debris reduction and disposal services. Each report shall contain, at a minimum, the following information by site and the total for all sites:

- i. Reporting date;
- ii. Daily and cumulative totals of debris processed, by method and TDSRS;
- iii. Daily and cumulative totals of debris disposed, by disposal location;
- iv. Daily and cumulative totals of HHW debris segregated; and
- v. Any problems encountered or anticipated.

(3) Final Report: The Contractor shall provide a Final Report on the work completed during disaster cleanup and recovery operations. The Final Report shall be submitted no later than the sixty (60) days following the final day of disaster debris processing after each disaster event, and included with the Contractor's invoice to the Department. The format of the report shall be approved by the Director prior to the start of the work. The Contractor shall attest to the accuracy of the information in the report. False or altered information shall be cause for Contract termination. At a minimum, the report shall contain the following information:

- (a) Locations of work (street names and address blocks);
- (b) Listing of equipment and vehicles used by identification number, with type, model number and year;
- (c) Hours of operation for all vehicles and equipment listed by work locations and TDSRS;
- (d) Operator's name for all equipment and vehicles;
- (e) Personnel listing for all work locations and TDSRS;
- (f) Total debris processed by type, processing, method, and TDSRS;
- (g) Summary of complaints and complaint resolution (with copy of the complaint database on CD ROM);
- (h) Comments or unusual occurrences;
- (i) Contractor's recommendations for improvements to Disaster Debris Removal and Management Services;
- (j) Claim documentation submitted for State and Federal government reimbursement.

b. Work Schedule: The Contractor shall provide a work schedule including a time line for each Work Order/property. The work schedule shall project 1) the number of hours per day the Contractor projects working for the next five work days, 2) the projected work locations for all crews for the next five work days, and 3) projected selective salvage activities, including specific locations, for the next five work days. By facsimile or e-mail, the Contractor shall transmit the Work Schedule to the City Representative and, for demolitions referred for Historic Preservation, FEMA Historic Preservation not later than 4:00 P.M. the work day before each following work day.

## 9. Submittals

a. Advance Submittals: The Contractor shall provide the following submittals for City Representative approval within ten days after contract execution: (Note: No site work will be allowed until these plans have been accepted by the City of New Orleans and a notice to proceed is given).

- (1) Contractor Safety Plan including Activity Hazard Analysis
- (2) Storm Water Pollution Prevention Plan: The submission shall report the Contractor's plans to protecting all storm drains and waterways adjacent to clearing and demolition areas.
- (3) Contractor Decommissioning Plan
- (4) Contractor Quality Control Plan
- (5) Health and Safety Plan
- (6) Items of Historic Interest Removal Plan

b. **Periodic Submittals: Daily Contractor Safety Plan:** The daily safety plan shall include the hazards expected and related mitigation measures intended with each day's activities.

c. **Ad Hoc Submittals.** The Contractor shall provide the following submittals at City request:

- (1) Work Order timeline and Schedule of Work per Work Order
- (2) Copies of all required permits and licenses
- (3) Pre-demolition photographs
- (4) Daily Operation Reports
- (5) Post-demolition photograph

#### 10. Office

a. The Contractor shall maintain and staff a permanent office of fixed address within the metropolitan area through which he can be contacted, where service may be requested, and complaints logged and resolved.

b. The Contractor shall equip its office with adequate telephone communications, fax machine, Internet service and sufficient support staff to enable contact by the City between the hours of **7:00 a.m. and 7:00 p.m.** Telephone contact must be available using a local (i.e., not long distance) phone call. The City shall be able to contact the Contractor via local cellular phone and blackberry at all times.

c. The Contractor shall staff his Office with at least one (1) responsible person in charge at all times who shall be present during all office hours during regular business days.

d. The Contractor shall not use answering machines or third party answering services as a substitute or equivalent to the requirements of this Section.

e. The Contractor shall maintain a staff and telephone communications including fax machine in his Office at all times while the Contractor's equipment is performing service, but in no event shall such Office hours be less than **7:00 a.m. to 7:00 p.m.**, on regular working days.

f. The Contractor shall maintain records on file with the City indicating the street address, mailing address, and telephone number of the Office, and the name(s) of the responsible person(s) in charge, and shall provide the City with not less than two (2) weeks advance written notice of any changes thereto.

#### 11. Personnel

a. The Contractor shall use a sufficient number of qualified employees in performing the services required under the contract.

b. The Contractor's supervisors shall have strong communication and public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, and have the ability to establish positive relationships with City Sanitation staff members and the general public.

c. The Contractor shall comply with all provisions of the law regarding the employment of workers. The Contractor shall not employ persons under the age of eighteen years for work performed under the contract.

d. The Contractor will prepare, implement, and maintain a specific health and safety plan with regard to employees. The plan will include at a minimum health and safety training for the Contractor's employees.

e. During business hours, Contractor employees or subcontractors shall not take lunch periods, breaks or loiter on public property, including neutral grounds.

12. Contractor Representative: The Contractor shall designate a Contractor Representative at each project to oversee, monitor, and report work in progress. The City Representative will deal directly with the Contractor Representative, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The Contractor Representative shall conduct overall management coordination with the Contractor and is the central point of contact with the City Representative for performance of all work under the contract. The Contractor Representative 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 Contractor Representative 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 City inspection and make decisions for the Contractor on additional performance of work, when necessary.

## II. TERMS AND CONDITIONS

A. Contract Term: Subject to non-appropriation and the further provisions hereof, the Agreement Term is **FIVE YEARS** from contract execution.

B. Non-Exclusivity: This contract is not exclusive. The Contractor has no right to receive City work assignments. The City has no obligation to assign work to the Contractor. This Contract engages the Contractor to perform work assigned hereunder at the stipulated price.

C. Retainage: The City will withhold 5% (five per cent) of all payments to the Contractor as retainage against payment claims by subcontractors, materials suppliers, and other accounts payable. The City will pay retainage at the end of the contract work occasioned by the precipitating event and when the Contractor shows completed payments to all subcontractors, materials suppliers, and other accounts payable engaged or incurred in the Contractor's work. No interest shall accrue to retained payments.

D. Performance Failures

1. Without prejudice to the City's recourse to any performance bond supplied hereunder, if any of the services do not conform to contract requirements, the City of New Orleans may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City of New Orleans may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

2. If the Contractor fails to perform the services again promptly or to take the necessary action to ensure future performance in conformity with contract requirements, the City of New Orleans may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City of New Orleans that is directly related to the performance of such service or (2) terminate the contract for default.

E. Force Majeure: Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by an Act of God, insurrection, strikes, terrorism, an act of the Legislature hereinafter passed, or by an act of the City Council, a catastrophe, riot, war, act of the legislature, or by reason of change in the Charter of the City or by reason of final order by a court of record in proceeding not instituted by or acquiesced in by the Bidder, directly or indirectly, fire, accident or other similar or different contingency beyond the reasonable control of the Contractor or City and not due to any negligence attributable to the Contractor. The Contractor shall resume full or substantial performance immediately upon cessation of the Force Majeure circumstances. This provision excludes damages and failures resulting from the disaster for which the disaster debris removal and management work is performed.

F. Subcontracting: In the event the Contractor proposes to perform any essential functions required or implied by this Contract with or through a subcontractor, which is separately constituted from the Contractor, the following additional requirements shall apply:

1. Before subcontracting any work hereunder, the Contractor shall submit a comprehensive listing of all subcontractors he/she proposes to use in the Contract indicating both the subcontractor's company name and a specific description of the functions which would be performed by the subcontractor. The Contractor will apply no subcontractors in any contract performance without the City's prior written consent.

2. All subcontractors proposed by the Contractor shall be responsible and competent to perform services on his behalf pursuant to this Contract.

3. With the sole exception of those conditions which pertain only to specific function requirements not applicable to the service being provided by the subcontractor, each subcontractor will be subject to the full force and effect of this Contract and shall comply completely therewith, including requirements regarding information submission.

4. The Contractor shall provide the City with copies of contracts and agreements with all subcontractors who would be performing services on behalf of the Bidder pursuant to this Contract prior to the Effective Date of the subcontract.

5. Each individual entity of a Bidder who is constituted as a joint venture will be considered and treated as a subcontractor.

G. Equal Employment Opportunity: In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

H. Assignability: The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.

I. Conflict Of Interest: In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

J. Indemnification: The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

K. Acknowledgment Of Exclusion Of Worker's Compensation Coverage: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

L. Acknowledgment Of Exclusion Of Unemployment Compensation Coverage: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

1. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
2. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and
3. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

M. Waiver Of Sick And Annual Leave Benefits: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

N. Jurisdiction: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor.

O. Extension: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

P. Solicitation: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Q. Termination For Cause. The City and Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

R. Termination For Convenience. The City shall each have the right to terminate this Agreement without cause by giving the Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event the City elects to terminate for convenience, the City shall be obligated to pay the Contractor only for those Services performed up to and through the date of termination.

S. Records Retention And Access:

1. The Contractor will grant the City, the State of Louisiana, the Federal Emergency Management Agency, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



2. The Contractor will retain all required records for three years after the State of Louisiana or the City of New Orleans make final payments and all other pending matters related to the contract are closed.

T. Compliance With Applicable Laws And Regulations: As applicable, the Contractor will comply with the following, each incorporated herein by reference.

1. 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),

2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);

3. 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);

4. 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. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);

5. 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, 89 Stat. 871)

6. Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

U. Notices: Except as otherwise provided, this contract contains no requirements pertaining to reporting, patent rights, copyrights, or rights in data.

V. Remedies And Sanctions Against Contractor Default: The City retains all rights and recourse under Louisiana law to enforce this contract or recover damages in connection with any Contractor breach or violation hereof.

W. Audit And Other Oversight: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

X. Disadvantaged Business Enterprise Program ("DBE")

1. DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program.

2. DBE Compliance Reporting. Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- a. The name and business address of each DBE involved in the contract;
- b. A description of the work performed and/or the product or service supplied by each DBE;
- c. The date and amount of each expenditure made to a DBE; and
- d. Such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract.

3. Access to Books and Records. Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

Y. Other

1. Contractor Responsibilities

- a. The Contractor shall conduct all contracted operations and do so at the Contractor's cost.
- b. The Contractor is responsible for all costs associated with the Disaster Debris Removal and Management Services. This includes, but is not limited to, the furnishing and maintaining of the equipment, all costs associated with collection, emptying, transporting to the final disposal site including labor, fuel, license fees, and equipment costs.
- c. Any long term obligations the Contractor incurs in support of its work under the Contract will permit the Contractor to assign its obligations to the City. At City request, the Contractor will report such long term obligations to the City and demonstrate its authority to assign them to the City.
- d. The Contractor shall furnish, provide, and maintain exclusive responsibility for all equipment, labor, fuel and any other materials necessary to complete the required work in its entirety. The Contractor shall be responsible for the maintenance and repair of its own equipment, and the availability, presence and supervision of its employees.
- e. The Contractor is ultimately responsible for both his individual actions, and for those of any agent, representative, and any subcontractor entity performing services under the scope of the contract. Failure to perform by any of these agents, subcontractors, or by any other representatives of the Contractor, shall be deemed a failure to perform by the Contractor, and any and all related liabilities shall rest with the Contractor.
- f. The Contractor shall be solely responsible for the actions of all persons who provide labor, services, equipment, or material on behalf of the Contractor in connection with the Contractor's obligations under the Contract, whether or not the person and/or subcontractor has been approved by the City.
- g. In all cases during its work and operations hereunder, the Contractor will cooperate with law enforcement personnel.

h. The Contractor will promote safety and security in its operations hereunder. It will observe and monitor conditions and activities during, at, and near its operations. It will immediately report all observed dangerous, violent, unruly, disgraceful, illegal, and suspicious conditions and incidents to police officials. It will promptly report such conditions and incidents, and also any observed hazardous conditions, to the City's Representative.

i. In all cases, the Contractor will conduct its operations mindful to maintain public safety and order. It will engage the public with courtesy and respect, and apply due caution and care for persons and property as it operates its equipment and renders services hereunder. It will engage the public in no disputes but seek police assistance where needed.

## 2. City Inspections

a. The City of New Orleans may inspect and observe operations at referred demolition sites at any time.

b. The City of New Orleans has the right to inspect and test all services, verify quantities, and monitor Contractor operations called for by the contract to the extent practicable at all times and places during the term of the contract. The City of New Orleans will perform inspections and tests in a manner that will not unduly delay the work.

c. If the City of New Orleans performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

d. All materials, supplies, equipment and/or services delivered or performed for the City shall be subject to final inspection by the City. If the result of one or more such inspections indicates that any part of the materials, equipment or supplies are deficient in any respect, the City, at its absolute discretion, may reject all or any part of the materials, equipment and supplies to be provided under this Contract. The Bidder shall provide a suitable replacement, approved by the City, for any materials, equipment and supplies rejected under this Contract. Any variances in materials, equipment, supplies and/or services may be waived upon written approval by the City.

3. Salvage Disclaimer: The Contractor disclaims any interest in, claim to, or ownership of any materials or items salvaged or recovered hereunder.

4. Landfill Costs: The Contractor is responsible for all landfill disposal costs.

## III. COMPENSATION

A. Invoices: The Contractor will invoice for completed work by detailed monthly invoice to the City, organized by work type (clearing, demolition, disposal), with fees calculated by quantities removed, disposal site, services, and otherwise according to bid categories.

B. Fees: For completed tasks accepted by the City and other services, the City will pay the Contractor's bid price according to each bid category.

K13-119

**AMENDMENT TO CONTRACT BETWEEN  
THE CITY OF NEW ORLEANS AND DRC EMERGENCY SERVICES, LLC**

THIS AMENDMENT made and entered into this 28 day of MARUVA, 2013. By and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("CITY") and DRC Emergency Services LLC, by Mark Stafford, Chief Operating Officer, ("CONTRACTOR") (collectively "PARTIES"), witness that,

WHEREAS, on August 28, 2008, pursuant to City procurement number 3025-00525, CITY and CONTRACTOR entered into a five-year agreement for **Pre-position Disaster Clearing, Demolition & Debris collection, Processing and Disposal services** ("Agreement"). This contract was deemed a price protection contract and is not binding insofar as any specific quantities; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has agreed to reimburse the CITY for reasonable expenses incurred as a result of authorized demolition and debris removal programs;

NOW THEREFORE, CITY and CONTRACTOR, for the consideration and under the conditions set forth, do agree to the service codes, descriptions and rates found in Attachment A.

The CITY and Contractor further agree:

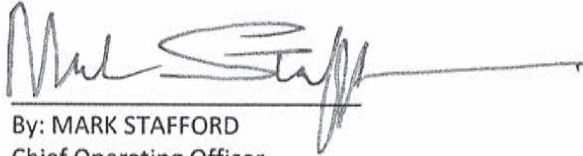
Convicted felon provision : The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

Non-Solicitation provision : The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Inspector General cooperation provision : It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

IN WITNESS THEREOF, the parties hereto have executed this Amendment effective the day and year first above written:

DRC EMERGENCY SERVICES, LLC



By: MARK STAFFORD  
Chief Operating Officer  
Tax ID No. 14-0798259

CITY OF NEW ORLEANS



By: MITCHELL J. LANDRIEU  
Mayor

Form and Legality Approved



By:  
Law Department

Proposal No. **3025-00525**  
 Disaster Street Clearing, Demolition,  
 And Debris Collection, Removal, Processing, And Disposal

Note: Quantities provided on the form are projections only and may not represent actual assigned work load. Stated quantities are to be used for bid comparison purposes only.  
 \* Demolition bids include debris removal to the designated LDEQ-approved disposal site.

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Curbside Segregation		Crew Hours		
2	Removal of C&D Debris from Public Rights-of-Way				
2A	To TDSRS or Landfill 0-10 miles from Loading Location	1,000,000	Cubic Yards		
2B	To TDSRS or Landfill 11-25 miles from Loading Location		Cubic Yards		
2C	To TDSRS or Landfill 26-50 miles from Loading Location		Cubic Yards		
3	Removal of vegetative debris from Public Rights-of-Way				
3A	To TDSRS or Landfill 0-10 miles from Loading Location	2,000,000	Cubic Yards		
3B	To TDSRS or Landfill 11-25 miles from Loading Location		Cubic Yards		
3C	To TDSRS or Landfill 26-50 miles from Loading Location		Cubic Yards		
4	Removal, Backfilling, and Hauling to the TDSRS of Hazardous Stumps				
4A	Stumps 6 to 12 inches	100	Each		
4B	Stumps 13 to 24 inches	50	Each		
4C	Stumps 25 to 36 inches		Each		
4D	Stumps 37 inches and larger	25	Each		
5	Emergency Road Clearance for first Seventy (70) Hours Following Disaster		Crew Hours		
6	Cutting of Hazardous Leaning Trees				
6A	Stumps 6 to 12 inches		Each		
6B	Stumps 13 to 24 inches		Each		
6C	Stumps 25 to 36 inches		Each		
6D	Stumps 37 inches and larger		Each		
7	Cutting of Hanging Tree Limbs		Each Tree		
8	Dead Animal Removal and Disposal		Pound		
9	Reduction of Burnable Debris by Air Curtain		Cubic Yards		

BIDDER NAME: \_\_\_\_\_

**ATTACHMENT A**

**Note:** Quantities provided in this attachment are projections and although they may not represent actual assigned workload, the Contractor should not exceed these quantities without a formal Notice to Proceed issued by the City of New Orleans. Stated quantities were used for bid comparison purposes only. Demolition bids included debris removal to the designated LDEQ-approved disposal site.

Sanitation Items					
Service Code	Description	Quantity	Units	Unit Price	Amount
1	Curbside Segregation	200	Crew Hours	\$390.00	\$78,000.00
2	Removal of C&D Debris from Public Rights-of-Way				
2A	To TDSRS or Landfill 0-10 miles from Loading Location	50,000	Cubic Yards	\$7.12	\$356,000.00
2B	To TDSRS or Landfill 11-25 miles from Loading Location	50,000	Cubic Yards	\$7.62	\$381,000.00
2C	To TDSRS or Landfill 26-50 miles from Loading Location	50,000	Cubic Yards	\$7.78	\$389,000.00
3	Removal of vegetative debris from Loading Location				
3A	To TDSRS or Landfill 0-10 miles from Loading Location	50,000	Cubic Yards	\$6.72	\$336,000.00
3B	To TDSRS or Landfill 11-25 miles from Loading Location	50,000	Cubic Yards	\$6.88	\$344,000.00
3C	To TDSRS or Landfill 26-50 miles from Loading Location	50,000	Cubic Yards	\$6.98	\$349,000.00
4	Removal, Backfilling, and Hauling to the TDSRS of Hazardous Stumps				
5	Emergency Road Clearance for first Seventy (70) Hours Following Disaster	200	Crew Hours	\$290.00	\$58,000.00
6	Cutting of Hazardous Leaning Trees				
6A	Trees 13 to 24 inches	50	Each	\$120.00	\$6,000.00
6B	Trees 25 to 36 inches	30	Each	\$400.00	\$12,000.00
6C	Trees 37 inches and larger	20	Each	\$550.00	\$11,000.00
6D	Stumps 37 inches and larger		Each		
7	Cutting of Hanging Tree Limbs	50	Each Tree	\$96.00	\$4,800.00
8	Dead Animal Removal and Disposal	30	Pound	\$1.92	\$57.60
9	Reduction of Burnable Debris by Air Curtain	50,000	Cubic Yards	\$0.85	\$42,500.00
10	Reduction of Burnable Debris by Open Burning	50,000	Cubic Yards	\$0.85	\$42,500.00
11	Reduction of Burnable Debris by Chipping and Grinding	50,000	Cubic Yards	\$2.42	\$121,000.00
12	Hauling and Disposal of Ash, Mulch, and C&D Debris from TDSRS to Landfill				
12A	From TDSRS to Landfill 0-10 miles from Loading Location	10,000	Cubic Yards	\$3.42	\$34,200.00
12B	From TDSRS or Landfill 11-25 miles from Loading Location	10,000	Cubic Yards	\$4.24	\$42,400.00
12C	From TDSRS or Landfill 26-50 miles from Loading Location	10,000	Cubic Yards	\$5.34	\$53,400.00
13	Collection, Characterization, Packaging, Transportation, and Disposal of Household Hazardous Waste				
13A	Liquid Waste	100	Gallon	\$23.00	\$2,300.00
13B	Dry Waste	50	Pound	\$17.95	\$897.50
14	Collection, Disposal White Goods	100	Each	\$95.00	\$9,500.00
15	Collection, Disposal E Waste	50	Each	\$65.00	\$3,250.00
16	Collection, Disposal, and Recycling of Small Motorized Equipment				
16A	Weed Eater type engines	50	Each	\$50.00	\$2,500.00
16B	Lawn Mower type engines	25	Each	\$85.00	\$2,125.00
16C	Automotive type engines	10	Each	\$50.00	\$500.00
17	Disposal of Debris				
17A	Type III C&D Landfill	50,000	Cubic Yards	\$4.00	\$200,000.00
17B	Type II MSW Landfill	50,000	Cubic Yards	\$4.00	\$200,000.00
					<b>\$3,081,930.10</b>

Demolition (Asbestos & Abatement) Items					
Service Code	Description	Quantity	Units	Unit Price	Amount
4A	Removal & Disposal of floor tile and mastic	85,000	Square Foot	\$2.63	\$223,550.00
4B	Removal & Disposal of multi-layer floor tile and mastic	50,000	Square Foot	\$2.63	\$131,500.00
4C	Removal & Disposal of thermal system insulation	75,000	Square Foot	\$1.59	\$119,250.00
4D	Removal & Disposal of ceiling & wall insulation	50,000	Square Foot	\$1.39	\$69,500.00
4E	Removal & Disposal of transite roof shingles	80,000	Square Foot	\$1.89	\$151,200.00
4F	Removal & Disposal of transite siding	75,000	Square Foot	\$1.89	\$141,750.00
4G	Removal & Disposal of transite panel	50,000	Square Foot	\$1.29	\$64,500.00
4H	Removal & Disposal of floor mastic only	75,000	Square Foot	\$2.63	\$197,250.00
18	Demolition of Non RACM Private	30,000	Cubic Yards	\$18.75	\$562,500.00
19	Demolition RACM Private Bid	60,000	Cubic Yards	\$39.25	\$2,355,000.00
20	Removal of Concrete Slabs	3,500	Cubic Yards	\$18.00	\$63,000.00
21	Historic Item Salvage Crew	3,500	Hours	\$107.00	\$374,500.00
22	River Sand Fill (Material, Leveling, Grading, & Raking)	900	Cubic Yards	\$22.00	\$19,800.00
57A	Concrete Slab Removal		Cubic Yards	\$18.00	\$0.00
					\$4,473,300.00

				<b>Total Bid Price:</b>	<b>\$7,555,230.10</b>
BIDDER NAME: <u>DRC EMERGENCY SERVICES, LLC</u>					
TOTAL BID PRICE: \$ _____					
(IN FIGURES)					
(IN WORDS)					