



**REQUEST FOR PROPOSAL
TO PROVIDE**

**2024 HURRICANE SEASON
POST-DISASTER DEBRIS MONITORING**

Proposal Receipt Date

Proposal Receipt Time: 10:00 a.m.

Gretna City Hall

**Finance Department
740 2nd Street
Gretna, LA 70053**

(504) 363-1566

TABLE OF CONTENTS

REQUEST FOR PROPOSALS FOR THE CITY OF Gretna

POST DISASTER DEBRIS MONITORING 2024 HURRICANE SEASON

SECTION	PAGE
PROPOSAL SHEET & FEE SCHEDULE	
SECTION 1 - SCOPE OF WORK	3
SECTION 2 - PROJECT REQUIREMENTS	4
SECTION 3 - STAFFING REQUIREMENTS	4
SECTION 4 - REPORTING REQUIREMENTS	5
SECTION 5 - BILLING REQUIREMENTS	6
SECTION 6 - SELECTION CRITERIA	7
SECTION 7 -- PROJECT MEETINGS	7
INSTRUCTIONS TO CONTRACTORS	10
GENERAL CONDITIONS	12

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

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

Attachment C: CONTRACT FORM

Attachment D: PAYMENT AND PERFORMANCE BONDS

Attachment E: ATTESTATION CLAUSE CERTIFICATION FORM

Attachment F: AFFIDAVIT

Attachment G: CORPORATE RESOLUTION

PROPOSAL SHEET

POST-DISASTER DEBRIS MONITORING – 2024 HURRICANE SEASON

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

A copy of the Proposal to be submitted to:

Chief Financial Officer
City of Gretna
740 2nd Street
Gretna, LA 70053

The above and attached qualifications are submitted by:

DATE: _____

COMPANY NAME: _____

REPRESENTATIVE NAME (Print): _____

REPRESENTATIVE SIGNATURE: _____

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

FEE SCHEDULE

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

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

COMPANY NAME: _____

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

ADDENDUM ACKNOWLEDGEMENT: #1 _____
ADDENDUM DATE YOUR INITIALS

#2 _____
ADDENDUM DATE YOUR INITIALS

#3 _____
ADDENDUM DATE YOUR INITIALS

REQUEST FOR PROPOSALS

Post-Disaster Debris Monitoring -- 2024 HURRICANE SEASON

SECTION 1 - SCOPE OF WORK

The City of Gretna is soliciting proposals for the 2024 Hurricane Season for Post-Disaster Debris Removal Monitoring.

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

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

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

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

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

The hourly rate schedule provided in the bid proposals shall be used through May 31, 2025 with an option, if agreeable by both parties, for two separate one (1) year periods beginning June 1, 2025 and June 1, 2026. At the beginning of each new contract

period, the hourly rates shall be adjusted by a percentage amount equal to the new percentage change in the Consumer Price Index (CPI) for the prior calendar year end or five percent (3%) whichever is less. The CPI to be used shall be from the unadjusted Consumer Price Index, All Urban consumers, (CPI) United States published by the U.S. Department of Labor, Bureau of Labor Statistics.

SECTION 2 - PROJECT REQUIREMENTS

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

SECTION 3 - STAFFING REQUIREMENTS

1. All monitoring staff shall be adequately trained and qualified to execute the project requirements. No payments shall be made for the training of personnel.

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

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

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

4. Upon award of the contract, the Proposer shall provide to the City for prior approval a detailed flow chart showing the following:
 - number of employees
 - position/title/duties
5. This flow chart shall be updated weekly by the Proposer in conjunction with the City representative based upon the tasks to be performed, the amount of activity and the volume of work.

SECTION 4 - REPORTING REQUIREMENTS

1. Proposer shall submit reports as required by the City. The substance of these reports shall be worked out with the City representative based upon the work going on.
2. Proposer shall be required to meet all monitoring & reporting requirements as required for the completion of the Push, the Debris Removal and Disposal and any other assigned projects associated with a disaster.
3. Other reports may be requested by the City as the need arises based upon the work being performed. Detailed spreadsheets to be used for the reconciliation of tickets and site specific work will be required.

4. The Proposer will be liable for errors in reporting and documentation and, if errors are not reconciled, the Proposer may be financially responsible for incomplete reporting or incorrect calculation of loads or tickets.
5. All reporting shall be submitted electronically, if available, and in hard copy unless otherwise agreed by the Proposer and the City of Gretna.

SECTION 5 - BILLING REQUIREMENTS

Billing of Contract Services.

Invoice shall be submitted weekly and shall include.

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

Approval of Invoices

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

SECTION 6 - SELECTION CRITERIA

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

CRITERIA	WEIGHT
Price	35%
Experience/ Past Performance	50%
Experience with FEMA programs and funding issues – 30%	
Degree of experience in hurricane debris monitoring – 20%	
Credentials	15%
Firm Credentials – 5%	
Supervisor Credentials – 10%	

SECTION 7 -- PROJECT MEETINGS

PART 1: GENERAL

1.01 PRE-DEPLOYMENT MEETING

- A. Proposer to schedule a pre-deployment meeting no later than 2 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties, designated by the City of Gretna.
- C. Attendance
 1. City of Gretna representative
 2. Proposer
 3. Push and/ or Debris Removal & Disposal Contractor's Project Manager
 4. Push and/ or Debris Removal & Disposal Contractor's Superintendent.
 5. Major Subcontractors.
 6. Utilities
 7. Others as appropriate.

D. Suggested Agenda

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules.
2. Critical work sequencing.
3. Payment Application Procedures.
4. Major equipment deliveries and priorities.
5. Project Coordination.
 - a. Designation of responsible personnel.
6. Procedures and processing of:
 - a. Field decisions.
 - b. Submittals.
 - c. Change Orders.
 - d. Applications for Payment.
7. Procedures for maintaining Project Files.
8. Use of premises:
 - a. Office, work, and storage areas.
 - b. City of Gretna's requirements.
9. Temporary utilities.

1.02 PROGRESS MEETINGS – AFTER DEPLOYMENT

A. Hold daily meetings with the Proposer, Staff, and Push and/or Debris Removal & Disposal Contractor's Project Manager(s).

B. Location of the meetings: Project field office of Debris Removal & Disposal Contractor or Proposer.

C. Attendance

1. Proposer
2. Push and/or Debris Removal & Disposal Contractor's Superintendent
3. Subcontractor's as needed.
4. Others

D. Suggested Agenda

1. Review, approval of meeting summary of previous meeting.

2. Provide status of work, and discuss crews, and cubic yardage of debris removed.
3. Field observations, problems and conflicts.
4. Problems which impede schedule.
5. Corrective measures and procedures to regain schedule.
6. Revisions to schedule.
7. Progress, schedule, during succeeding work period.
8. Coordination of schedules.
9. Maintenance of quality standards.
10. Review proposed changes for:
 - a. Effect on schedule and on completion date.
11. Other business.
12. Work schedule.

INSTRUCTIONS TO CONTRACTORS

Sealed qualifications will be received by the City of Gretna in the Mayor's Office at 740 Second Street (Second Street and Huey P. Long Ave), Gretna, Louisiana 70053 or electronically through the website www.publicpurchase.com **until 10:00 A.M. on August 5, 2024**, and at that time, will be opened and publicly read aloud for **2024 Hurricane Season Post-Disaster Debris Monitoring for the City of Gretna**.

No proposal may be withdrawn after the hour set for opening unless and until award of the proposal has been delayed for a period exceeding 30 days.

Proposals must be addressed to the City of Gretna, Mayor's Office, 740 2nd Street, Gretna, LA 70053 and must be clearly identified as to Name of Proposal, Date and Time of Proposal opening, or be submitted electronically through the website www.publicpurchase.com. Any proposal received after the time and date set for filing shall be returned to the Selected Proposer unopened.

All questions about the meaning or intent of the Contract Documents shall be submitted to City in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by City as having received the proposal documents. Questions received less than five days prior to the due date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).

The forms furnished as a part of the specifications must be used for filing of the proposal. They must be signed by the Selected Proposer and must not be detached from the specifications of which they form a part.

The Selected Proposer shall be solely responsible for the timely furnishing of proposals. In order to guarantee the timely furnishing of proposals, the proposal should be returned by certified or registered mail or hand delivered to the Office of the Mayor of the City of Gretna.

Only proposals written in ink or typed, and properly signed by a member of the firm or authorized representative will be accepted. Pencil figures or the absence of signatures will disqualify the proposal.

All proposals are to be submitted to the City of Gretna, together with such information as is required herein. Each proposal must be accompanied by a signed and notarized non-collusion affidavit and a corporate resolution if a corporation.

The City of Gretna, in making its award, will consider the all-around utility as well as the price and will not necessarily accept the lowest priced item offered. The City of Gretna reserves the right to reject any and/or all proposals and to waive any informalities.

The City of Gretna reserves the right to reject any and/or all Proposals which in its opinion is not in accordance with the terms and conditions of these specifications and its decision shall be final and conclusive.

The undersigned Selected Proposer hereby certifies they have read the advertisement, instructions, and all specifications for the proposal, and in case they are Selected and awarded the privilege and right herein contemplated, will proceed to do all things within the proposal presented to the City of Gretna. Selected Proposer further certifies they understand and accept the fact that all proposals are to be received in the Mayor's Office, Gretna City Hall, 740 Second Street, Gretna, Louisiana 70053 or electronically through the website www.publicpurchase.com.

COMPANY NAME _____

TITLE _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

CITY STATE ZIP CODE _____

FAX NUMBER _____

AUTHORIZED SIGNATURE _____

E-MAIL ADDRESS _____

DATE _____

WEBSITE _____

GENERAL CONDITIONS

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

ARTICLE 1--DEFINITIONS

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

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

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

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

APPLICATION FOR PAYMENT--The form used by Contractor in requesting progress payments.

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

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

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

PROPOSER—The Debris Monitors— the person, firm or corporation named as such in the City of Gretna's Debris Monitoring agreement.

Reference herein to Proposer shall also include any individuals, firms, or corporations having a direct contract with the Proposer or with a lower-tier contract with an entity contracted by the Proposer for performance of part of the Work.

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

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

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

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

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

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

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

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

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

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

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

CITY--The City is the City of Gretna.

PAYMENT FOR WORK--Payment for the items shown in Schedule of Bid Prices shall

include all incidental items necessary to complete the work.

PERFORMANCE BOND--The Selected Proposer shall maintain a performance bond for the life of the negotiated contract in the amount of fifty percent (50%) of the estimated annual amount of the Proposal, renewed annually and payable to the City for the purpose of guaranteeing the performance of the Services set forth herein. The surety on the bond must be a duly authorized corporate surety company authorized to do business in the State of Louisiana. Said bond shall be payable to the City if the Selected Proposer fails to cure any default of this Proposal.

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

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

PUBLIC NOTICE--The advertisement published by the City giving notice of a request for proposals.

RFP--This document in its entirety and entitled "REQUEST FOR PROPOSALS – 2024 Hurricane Season Post-Disaster Debris Monitoring".

SELECTION CRITERIA--Criteria set forth in Section 6, page 7 of this RFP.

SELECTED PROPOSER--The entity Selected by the City Council to perform work solicited under this RFP.

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

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

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

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

ARTICLE 2--PRE-DEPLOYMENT PROVISIONS

2.0 AWARD OF CONTRACT

The award of the Contract, if it is awarded, will be by the City to the Proposer whose evaluation by the City indicates to the City that the award will be in the best interests of the Project and the City based on the grading criteria. This Award shall have complied with all the requirements necessary to render it formal. The successful Proposer will be notified by email their bid has been accepted and that the Contract has been awarded. No award will be made to any Proposer until their insurance requirements are made satisfactory to the City.

PROPOSER'S PRE-START REPRESENTATIONS:

2.1 Proposer represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work and represents that they have correlated a study and observations with the requirements of the Contract Documents. Proposer also represents that they have studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Conditions and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents.

STARTING THE PROJECT:

2.2 Proposer shall start to perform the obligations under the Contract Documents immediately upon passage of storm for which the City issues a Notice to Proceed.

ARTICLE 3--BONDS AND INSURANCE

PERFORMANCE, PAYMENT AND OTHER BONDS

3.0 Proposer shall furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department.

The Proposer's bondsman shall obligate himself to all the terms and covenants of this RFP and of contracts covering the work executed hereunder. The City reserves the

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

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

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

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

PROPOSER'S LIABILITY INSURANCE

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

The insurance coverage shall not be less than the following:

Commercial General Liability insurance of \$1,000,00 per occurrence and \$3,000,000 in the aggregate.
Automobile insurance in the amount of \$1,000,000.
Workman's Comp in at least the minimum amounts required by Louisiana law.

CITY'S LIABILITY INSURANCE

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

ARTICLE 4--CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

4.0 Proposer shall confirm that the Work complies accurately and completely with the Contract Documents.

CONCERNING SUBCONTRACTORS:

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

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

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

LAWS AND REGULATIONS:

4.4 Proposer and Subcontractor, if any, shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Proposer observes that the Contract Documents are at variance therewith, he shall give City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Proposer performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, he/ she shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules and regulations.

SAFETY AND PROTECTION:

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

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

MUTUAL INDEMNIFICATION

4.6 Proposer shall agree to indemnify and hold the City harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.

ARTICLE 5--CITY'S RESPONSIBILITIES

THE CITY'S REPRESENTATIVE

5.0 The City will designate a representative having authority to give instructions, receive information, define the City's policies, and make decisions.

PROJECT CRITERIA

5.1 Provide criteria and information as to the City's requirement, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the City.

ACCESS

5.2 Arrange for Proposer to access the Site as may be reasonably required to perform the Scope of Services. The proposer will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. The Proposer or its representatives may be on Site during the various

stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by the Proposer will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

PROJECT DEVELOPMENTS

5.3 Give prompt written notice to the Proposer whenever the City observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of services. It shall be noted that “prompt written notice” shall mean within two (2) business days.

COMPENSATION

5.4 Based upon the Scope of Services provided the City shall pay Successful Proposer the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits and any changes agreed upon by the parties or otherwise contemplated in this Agreement.

ARTICLE 6--CHANGE OF CONTRACT PRICE

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

ARTICLE 7-- PERIODS OF SERVICE

TIME OF PERFORMANCE

7.1 The Proposer will start the Scope of Services as described upon authorization by the City.

FORCE MAJEURE

7.3 If a force, event, or circumstance beyond the Proposer’s or the City’s control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

TERM AND TERMINATION.

7.3 The Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding tasks will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of the Agreement shall continue to apply to all outstanding tasks until the Scope of Services described thereunder are completed or the task is terminated pursuant to the terms of the task, if different than the terms of this Section 7.3, whichever is sooner.

Attachment D:

PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

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

_____ and (2) *

_____ hereinafter called "Principal" and (3) *

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

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

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the City dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the furnishing of:

**2024 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL MONITORING
CITY OF Gretna, LOUISIANA
Gretna JOB NO. 950-112C/ RFP 25-P003**

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

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

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

IN WITNESS WHEREOF, this instrument is execute in **Three (3)** originals each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST: _____
(Principal Secretary)

Principal

BY: _____

Address

Witness as to Principal

Address

ATTEST: _____

(Surety) Secretary

(SEAL)

Surety

Witness as to Surety

BY: _____
Attorney-in-Fact

Address

Address

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

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

PERFORMANCE BOND

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

_____ and (2) *

_____ hereinafter called "Principal" and (3) *

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

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

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the City dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the furnishing of:

**2024 HURRICANE SEASON POST-DISASTER DEBRIS REMOVAL MONITORING
CITY OF Gretna, LOUISIANA
Gretna JOB NO. 950-112C/ RFP 25-P003**

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

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

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

IN WITNESS WHEREOF, this instrument is execute in **Three (3)** originals each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST: _____
(Principal Secretary)

Principal

BY: _____

Address

Witness as to Principal

Address

ATTEST: _____

(Surety) Secretary

(SEAL)

Surety

Witness as to Surety

BY: _____
Attorney-in-Fact

Address

Address

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

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

Attachment E:

ATTESTATION CLAUSE CERTIFICATION FORM

Name of Project

Project No.

ATTESTATIONS

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

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

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) Cityship in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14: 120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) Cityship in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14: 134)

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

Attachment F:

AFFIDAVIT

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED
_____, WHO AFTER BEING BY ME DULY SWORN,
DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED
_____ OF _____

(HEREIN AFTER REFERRED TO AS PROPOSER) THE PARTY WHO SUBMITTED A PROPOSAL FOR
_____ WHICH PROPOSAL WAS RECEIVED BY
THE CITY OF GRETNA ON _____ AND SAID AFFIANT FURTHER SAID:

- (1) THAT PROPOSER EMPLOYED NO PERSON, CORPORATION, FIRM, ASSOCIATION, OR OTHER ORGANIZATION, EITHER DIRECTLY OR INDIRECTLY, TO SECURE THE PUBLIC CONTRACT UNDER WHICH HE RECEIVED PAYMENT, OTHER THAN PERSONS REGULARLY EMPLOYED BY THE PROPOSER WHOSE SERVICES IN CONNECTION WITH THE WORK OR SERVICE OF THE PROJECT OR IN SECURING THE PUBLIC CONTRACT WERE IN THE REGULAR COURSE OF THEIR DUTIES FOR PROPOSER; AND
- (2) THAT NO PART OF THE PROPOSAL PRICE RECEIVED BY PROPOSER WAS PAID OR WILL BE PAID TO ANY PERSON, CORPORATION, FIRM, ASSOCIATION, OR OTHER ORGANIZATION FOR SOLICITING THE CONTRACT, OTHER THAN THE PAYMENT OF THEIR NORMAL COMPENSATION TO PERSONS REGULARLY EMPLOYED BY THE PROPOSER WHOSE SERVICES IN CONNECTION WITH THE WORK OR SERVICE OF THE PROJECT WERE IN THE REGULAR COURSE OF THEIR DUTIES FOR PROPOSER.
- (3) SAID PROPOSAL IS GENUINE AND THE PROPOSER HAS NOT COLLUDED, CONSPIRED OR AGREED DIRECTLY OR INDIRECTLY WITH ANY OTHER PROPOSER TO OFFER A SHAM OR COLLUSIVE PROPOSAL.
- (4) SAID PROPOSER HAS NOT IN ANY MANNER DIRECTLY OR INDIRECTLY AGREED WITH ANY OTHER PERSON TO FIX THE PROPOSAL PRICE OF AFFIANT OR ANY OTHER PROPOSER, OR TO FIX ANY OVERHEAD PROFIT OR COST ELEMENT OF SAID PROPOSAL PRICE, OR THAT OF ANY OTHER PROPOSER, OR TO INDUCE ANY OTHER PERSON TO REFRAIN FROM PROPOSING.
- (5) SAID PROPOSAL IS NOT INTENDED TO SECURE AN UNFAIR ADVANTAGE OR BENEFIT FROM THE CITY OF GRETNA OR IN FAVOR OF ANY PERSON INTERESTED IN THE PROPOSED CONTRACT.
- (6) ALL STATEMENTS CONTAINED IN SAID PROPOSAL ARE TRUE AND CORRECT.

(7) NEITHER AFFIANT NOR ANY MEMBER OF HIS COMPANY HAS DIVULGED INFORMATION REGARDING SAID PROPOSAL OR ANY DATA RELATIVE THERETO TO ANY OTHER PERSON, FIRM OR CORPORATION.

(8) SAID SELECTED PROPOSER DOES NOT OWN A SUBSTANTIAL FINANCIAL INTEREST IN ANY FIRM FURNISHING MATERIALS FOR ANY WORK OR SERVICE REQUIRED IN THIS PROPOSAL.

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____

DAY OF _____, 2024.

NOTARY PUBLIC

Attachment G:

CORPORATE RESOLUTION

CORPORATE RESOLUTION

EXCERPT FROM THE MEETING MINUTES OF THE BOARD OF DIRECTORS OF _____ INC. AT THE MEETING OF DIRECTORS OF _____, DULY NOTICED AND HELD ON _____, 20____, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED, IT WAS RESOLVED, THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING CONCERNS AND TRANSACTIONS WITH THE CITY OF GRETNA OR ANY OF ITS AGENCIES, DEPARTMENT, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACT AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY THE SAID AGENT AND ATTORNEY-AT-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN EVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE
APPROVED:

PRESIDENT