

**REQUEST FOR PROPOSALS FOR THE REMOVAL OF MAN-MADE DEBRIS AND
DEAD VEGETATION FROM OFF-ROAD DRAINAGE WITHIN THE CITY OF
CENTRAL**

Solicitation No: 2017-001

**Deadline for Submission of Proposal:
05/30/2017 at 11:00 a.m.**

**City of Central
Office of the Mayor
May 12, 2017**

The City of Central (“City”) invites qualified firms to respond to this request for proposal (“RFP”) by providing their qualifications and experience for consideration to provide services related to the cleaning of off-road drainage within the City of Central.

The City seeks qualified firm(s) to remove man-made debris and dead vegetation from off-road drainage within the City of Central, as more specifically set forth herein, ensuring compliance with Federal, State, and local requirements. The selected contractor shall provide all management, supervision, labor, transportation, and equipment necessary to perform the scope of services identified herein. This RFP does not include the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by the City of Central.

The response to the RFP should be limited to ten (10) pages and address the following:

- a. Corporate background and experience as it relates to similar projects in the past 5 years, including the type of jurisdiction (city, county, district, or combination); scope of work and operational duration (including a description of the tasks performed and amount of work performed); and a listing of references (25 points)
- b. Current workload, or work currently under contract (10 points)
- c. Approach and methodology, including office location, key personnel responsible for this project, and proposed method of performing work, including proposed equipment (10 points)
- d. Resumes and staff qualifications for proposed staff and labor (10 points)
- e. Equipment in inventory proposed to be used (20 points)
- f. Cost (25 points)

Any material received that is not requested may be discarded.

Interested firms should submit four copies of their proposal by hand or courier service. Delivery in this manner shall be accomplished by delivering the proposal to our physical location between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The physical location is:

City of Central Mayor's Office, City Hall
13421 Hooper Road, Suite 8
Central, LA 70818

Alternatively, interested firms may submit their proposal by to: DrainageRFP@central-la.gov. A submittal to this email address is not considered received unless you receive an acknowledgement that your proposal has been received. If you fail to receive such acknowledgement, please contact Central's City Services at (225) 262-5000 prior to the time for opening of the proposals.

All proposals must be received by the City no later than 11:00 a.m. on May 30, 2017.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
Release of RFP	May 12, 2017
Proposal submission deadline	May 30, 2017 at 11:00 a.m.
Contract Execution (expected)	June 2, 2017

The City reserves the right to change the calendar of events or issue addenda to the RFP at any time.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal submission deadline, signed by an authorized representative of the proposer, and cross-referenced clearly to the relevant proposal section. Such shall meet all requirements for the proposal.

Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to accept or reject any or all proposals submitted or to reissue or cancel this RFP if it is in the best interest of the City to do so. The City also reserves the right to select multiple contractors to perform the Scope of Services identified herein.

The City reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

SCOPE OF SERVICES

General

The City is requesting proposals from experienced and qualified firms to enter into a contract with the City for the following services: clean-up, clearing, removal, and disposal of man-made debris and dead vegetation from certain off-road drainage ways as directed by the City in order to eliminate flooding risks and threats to the health, safety, and welfare of Central citizens. It is anticipated that the services performed pursuant to this RFP will be exclusive of those services identified and set forth in the City's Solicitation 2017-002, "Request for Proposals for the Removal of Debris from Specified Areas within the City of Central."

All work shall take place in dedicated servitudes or right-of-ways for the off-road drainage ways as provided by the City of Central. Debris removal upon private property (PPDR) will only be performed where the City has obtained "right-of-entry" from the landowner or where the City has gone through the proper legal process to obtain access. Contractor shall engage in PPDR work **only** with a written right-of-entry document provided by the City and executed by the private property and the City.

The work to be undertaken and included in the rates provided by the Contractor in "Attachment A – Minimum List of Required Equipment and Personnel" is as follows:

- a. Mobilization and demobilization of equipment.
- b. Identification of and gaining access points to work areas identified by the City of Central.
- c. Provision of all required signage, traffic controls, and labor to facilitate completion of Contract.
- d. Removal of applicable obstructions, natural and manmade debris with associated hauling and disposal.
- e. Preparation, security, and maintenance of a sufficient number of debris management sites ("DMS") to accept and process all eligible debris within the timelines established in the Contract. Preparation and maintenance of DMS shall include all approach and interior haul roads and dump pads and personnel sufficient for the monitoring of all incoming and exiting traffic.
- f. Disposal of all eligible debris, reduced debris, ash residue, and other products of the debris management process in accordance with all applicable federal, state and local laws, standards, and regulations. All debris shall be processed in accordance with local, state, and federal laws, standards, and regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping and/or incineration when approved by the governing authority. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; tires; recyclable debris; and household hazardous wastes. Debris collected by Contractor not allowed for

disposal at the DMS must be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS, and includes but is not limited to white goods and tires.

- g. Prior to the removal of obstructions or debris, coordinating with the City or its designee to ensure proper documentation is obtained to support future requests for FEMA reimbursement. The Contractor will assist the City in preparation of any required FEMA and state reports for any potential reimbursement.
- h. Allowing for inspections by the City of Central. Inspections shall be to insure compliance with the contract and applicable local, state, and federal laws, standards, and regulations. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City shall have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS(s).
- i. Securing any required staging areas. Staging areas may be on private property as long as the Contractor has agreements with the landowners and the site meets all local, state, and federal laws, standards, and regulations for such use. The Contractor shall submit written notice to the City three (3) days in advance of the work all proposed staging areas and haul routes utilized to remove the material.
- j. Disposing of all white goods and tires encountered in accordance with applicable federal, state, and local laws, standards, and regulations. The Contractor will handle the proper disposal of Freon where a white good is encountered.
- k. Providing the following in addition to debris removal activities: documentation of the recovery process; written and oral status as requested by the City of Central; documentation for accuracy and quantity; and assistance in preparation of claim documentation. Any costs associated with the documentation and recovery process shall be included in Contractor's prices. Proposers shall have proven experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope of work.

Reporting

The Contractor shall submit a report to the City during each week of the term of the contract. Each report shall contain, at a minimum, the following information:

- a. Week of Report
- b. Contractor's Name
- c. Contract Number
- d. Number of Crews
- e. Location of work
- f. Daily and cumulative totals for the equipment and man-hours specified in Attachment A
- g. White goods, tires, and other manmade debris encountered

TERM

The work shall begin on notice to proceed, which shall be issued at the City’s discretion, and continue for no longer than one (1) year. The City has the option to extend the contract for two separate one-year periods.

DEPLOYMENT

Contractor must be prepared to deploy personnel to complete the services identified in this RFP within twenty-four (24) hours from the notice to proceed.

EVALUATION AND SELECTION

Evaluation and Review

Any proposals received shall be evaluated by a technical team appointed by the Mayor. All proposals will be reviewed by the evaluation team to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be compliant with mandatory requirements (responsive) or proposals deemed to be not responsible will be rejected from further consideration. The evaluation team will determine the proposal most advantageous to the City applying the evaluation factors set forth in the RFP. The evaluation team will compile the scores and make a recommendation to the management of the City on the basis of the proposal with the highest score.

The City of Central reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

The City, at its sole discretion, may require proposers to provide an oral presentation following submission of proposals.

Scoring

Responsive and responsible proposals will be evaluated based on information provided in the proposal. The City of Central reserves the right to validate the claims made in the proposals through outside third parties. The evaluation will be conducted according to the following:

Criteria	Maximum Score
Corporate background and experience as it relates to similar projects in the past 5 years, including the type of jurisdiction (city, county, district, or combination); scope of work and operational duration (including a description of the tasks performed and amount of work performed); and a listing of references	25
Current Workload or work currently under contract	10

Approach and methodology, including office location, key personnel responsible for this project, and proposed method of performing work, including proposed equipment	10
Resumes and staff qualifications for proposed staff and labor	10
Equipment in inventory proposed for use under contract	20
Cost	25
Total Possible Points	100

Announcement of Contractor

The City of Central will notify the successful proposer in writing within seven (7) days of its selection. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum including a list of criteria used along with the weight assigned each criteria, and scores of each proposal considered along with overall scores, shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Claims or Controversies

Any proposer who believes they were adversely affected by the City’s procurement process or award may file a protest. It must be submitted in writing to the Mayor and specifically state the particular facts that form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known. The City may, at its sole discretion, suspend, postpone, or defer the proposal process and/or award in whole or in part upon receipt of a protest. The City will take action on protests within fifteen (15) days of the receipt thereof. The written protest shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

**ATTACHMENT A – MINIMUM LIST OF
REQUIRED EQUIPMENT AND PERSONNEL**

CITY OF CENTRAL

Note to Proposers: All costs proposed are to be inclusive of labor, materials, equipment, mobilization, demobilization, incidents, hauling, disposal, etc. necessary to provide the scope of services outlined in this RFP for the below listed rates. Equipment rates proposed are also to include all expenses, including general overhead, field overhead, and profit. Personnel rates proposed are to include general and field overhead, travel, per diem, and all necessary food, water, restroom, and lodging facilities needed to provide these services. **The total contract sum for a one-year period is not to exceed \$1,500,000. The City has the option to extend the contract for two separate one year periods.**

The equipment identified below is the minimum equipment required. If the identified equipment is not in the Proposer's inventory, the Proposer shall identify an alternate equipment item that is sufficient to carry out the work required and identify the cost of such item. Proposer may identify supplemental or additional equipment if it deems necessary to complete the Scope of Services identified in the RFP.

In preparing this Attachment, all proposers are encouraged to refer to 44 CFR § 206.228 and the current FEMA Schedule of Equipment rates.

City of Central

Removal of Man-Made Debris and Dead Vegetation from Off-Road Drainage within the City of Central

UNIT QUANTITY INDICATED FOR EACH ITEM IS AN APPROXIMATE ESTIMATE AND IS INTENDED TO ESTABLISH UNIT PRICES FOR THIS PROPOSAL. ACTUAL QUANTITIES SHALL BE ESTABLISHED IN THE FIELD, ON THE JOB, AND VERIFIED DAILY BY THE OWNER PRIOR TO INVOICE SUBMITTAL BY THE CONTRACTOR.

EQUIPMENT: SAME AS OR EQUAL	EXPECTED UNITS	UNIT PRICE	UNIT PRICE MEASURE	UNIT PRICE EXTENSION <i>(Quantity X Unit Price)</i>
MAN POWER: SUPERINTENDENT	1	\$ _____ . _____	HR	\$ _____ . _____
MAN POWER: SUPERVISOR	2	\$ _____ . _____	HR	\$ _____ . _____
MAN POWER: EQUIPMENT OPERATOR	4	\$ _____ . _____	HR	\$ _____ . _____
MAN POWER: LABORER	25	\$ _____ . _____	HR	\$ _____ . _____
MAN POWER: DUMP TRUCK DRIVER	4	\$ _____ . _____	HR	\$ _____ . _____
DUMP TRUCK WITH GRAPEL AND KNUCKLE TRASH TRUCKS	2	\$ _____ . _____	HR	\$ _____ . _____
EXCAVATORS WITH THUMB, 25' REACH	2	\$ _____ . _____	HR	\$ _____ . _____
MARSH BUGGIES	2	\$ _____ . _____	HR	\$ _____ . _____
SKID TRAILERS FOR OFFROAD	4	\$ _____ . _____	HR	\$ _____ . _____
SHREDDER	1	\$ _____ . _____	HR	\$ _____ . _____
PICKUP TRUCK	8	\$ _____ . _____	HR	\$ _____ . _____
CHAIN SAWS	12	\$ _____ . _____	HR	\$ _____ . _____
SIDE BY SIDE	2	\$ _____ . _____	HR	\$ _____ . _____
TRACK HOE WITH SAW	2	\$ _____ . _____	HR	\$ _____ . _____
SMALL TOOLS AND EQUIPMENT	TBD	\$ _____ . _____	CREW	\$ _____ . _____
DISPOSAL FEE: WHITE GOODS	150	\$ _____ . _____	EA	\$ _____ . _____
DISPOSAL FEE: TIRES	100	\$ _____ . _____	EA	\$ _____ . _____

**ATTACHMENT B – Sample Contract for the Removal of Man-Made Debris and Dead
Vegetation from Off-Road Drainage within the City of Central**

SERVICES CONTRACT

This Contract for services (“CONTRACT”) entered into by and between the City of Central, Louisiana (“CITY”) and _____ (“CONTRACTOR”), each of which may be referred to individually as “PARTY” or collectively as the “PARTIES,” shall be effective on the last date signed by the PARTIES.

PARTIES agree to the following:

1. **Services.**

1.1 The services to be rendered by the CONTRACTOR for this project shall include the removal of man-made debris and dead vegetation from off-road drainage within the City of Central. Detailed services shall be as set forth in the Scope of Services section of Solicitation No: 2017-001 for the City of Central, “REQUEST FOR PROPOSALS FOR THE REMOVAL OF MAN-MADE DEBRIS AND DEAD VEGETATION FROM OFF-ROAD DRAINAGE WITHIN THE CITY OF CENTRAL” (“Services”).

1.2 The CONTRACT Documents, which are incorporated herein, shall consist of and, in the event of any conflict among these documents, whose order of precedence shall be:

- (a) Any written and fully executed change order
- (b) The Notice to Proceed or any written work authorization signed by the CITY
- (c) This Contract
- (d) The General Conditions attached hereto as Exhibit ‘A’
- (e) The Request for Proposals dated May 12, 2017

1.3 CONTRACTOR shall be solely responsible for compliance with all federal, state, and local laws, codes, and ordinances, and CONTRACTOR shall be solely responsible for ensuring that all individuals and entities performing Services are properly permitted and/or licensed by applicable federal, state, and local entities.

2. **Commencement of Work.** No work shall be performed by CONTRACTOR and the CITY shall not be bound until such time as a CONTRACT is fully executed between the CITY and the CONTRACTOR and all required approvals are obtained.

3. **Term.** The work shall begin on notice to proceed, which shall be issued at the CITY’s discretion, and continue for no longer than one (1) year. The CITY has the option to extend the contract for two separate one-year periods.

4. **Independent Contractor.**

- 4.1 It is expressly acknowledged by the PARTIES that CONTRACTOR is not the CITY's representative nor agent, but rather CONTRACTOR is and shall remain at all times during the performance of any Services hereunder, an independent contractor and nothing contained in the CONTRACT Documents is intended, nor shall be construed, to create any partnership or agency relationship between the PARTIES, to cause either PARTY to be responsible in any way for the debts, liabilities, or obligations of the other PARTY, or to constitute an employer-employee relationship between the PARTIES.
- 4.2 CONTRACTOR shall be solely liable for any errors, omissions, delictual acts, reliance upon apparent authority, or any acts of negligence caused by or attributable to CONTRACTOR or any person or entity performing any service or work for CONTRACTOR under this Contract.
- 4.3 CONTRACTOR shall not be deemed as a public servant or public employee of the CITY.
- 4.4 It shall be CONTRACTOR's affirmative obligation to correctly inform those performing services or work in connection with the Services that CONTRACTOR is not an employee, representative, agent, or public servant of the CITY, but is rather an independent contractor.

5. **Insurance.**

- 5.1 During the Term, CONTRACTOR agrees to maintain the minimum insurance coverage, as set forth on Attachment C, with an insurance company having industry rating of A-, Class VI or higher, according to Best's Key Rating Guide and to provide Certificates of Insurance, and/or a complete certified copy of all policies, within two (2) working days upon the CITY's request, evidencing such coverage.
- 5.2 CONTRACTOR hereby acknowledges and stipulates that the cost of all insurance required by the CONTRACT Documents is included within the price to be paid by the CITY to CONTRACTOR under this CONTRACT. CONTRACTOR shall be responsible for assuring that any person or entity performing any of the Services is identically insured.
- 5.3 All insurance coverage obtained by CONTRACTOR shall include a provision expressly stating that such insurance shall be primary and not excess or contributing to any other insurance carried by the CITY.
- 5.4 CONTRACTOR agrees, for a cost of the insurance premium included within the Contract Amount to be paid by the CITY to CONTRACTOR, to name the CITY as an additional insured on all general liability policies described above. There shall be no provision in any policy that excludes any claim by the CITY as an additional insured against the primary insured. Certificates must provide for 30 days written

notice to Certificate Holder prior to cancellation or change. Certificate Holder should be shown as and Notice shall be to:

City of Central
Attn.: Mayor Shelton
13421 Hooper Road, Suite 9
Central, LA 70818-2900

6. **Notice.** All notices from the CONTRACTOR to the CITY or from CITY to the CONTRACTOR must be in writing and shall be deemed duly served if mailed by U.S. mail, emailed, or faxed to the other PARTY at the following:

CITY

City of Central
Attn: Mayor Shelton
13421 Hooper Road, Suite 9
Central, LA 70818-2900
T: (225) 261-5988
F: (225) 261-0811
E: Jr.Shelton@central-la.gov

CONTRACTOR

CONTRACTOR'S Name
Contact (name)
Mailing Address
City, State Zip Code
T:
F:
E:

The PARTIES may change the above addresses or fax numbers at any time upon giving the other PARTY written notice.

7. **Compensation.**

7.1 The CITY shall pay and CONTRACTOR agrees to accept compensation for the services to be performed under this CONTRACT, at the rates indicated on the Minimum List of Required Equipment and Personnel form attached and made a part of the CONTRACT. CONTRACTOR must submit invoices regularly and for no more than thirty-day periods. Subject to the approval of the Mayor or his designee, these invoices will be paid within thirty (30) days after approval. **The total contract sum for a one-year period is not to exceed \$1,500,000. The City has the option to extend the contract for two separate one year periods.**

7.2 As a condition of payment, CONTRACTOR shall provide to CITY any information that is reasonable and necessary to verify that any Services have been rendered and that Contractor has previously paid all labor, material, and other costs involved in the Services.

8. **Documents.**

8.1 The CONTRACTOR shall keep and maintain full and accurate records of the project, including all contracts, subcontracts, purchase orders, invoices, delivery tickets, test results, changes, payroll documents, and documents evidencing equipment hours, and all other documents relating to the costs incurred in

connection with the Services.

- 8.2 CONTRACTOR agrees to promptly provide such documents to the CITY upon its request.
- 8.3 CONTRACTOR further agrees to allow the Federal government, State government, and the CITY to have access to the CONTRACTOR's records related to this CONTRACT, including but not limited to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this CONTRACT for the purposes of making audits, examinations, excerpts, and transcriptions. The CITY agrees to uphold its responsibility to provide any reports required by Federal law.
- 8.4 CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 8.5 CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the CONTRACT.
- 8.6 All data collected by CONTRACTOR and all documents, notes, drawings, tracings, and files collected or prepared in connection with this work, except CONTRACTOR'S personal and administrative files, shall become the property of the CITY, and the CITY shall not be restricted in any way whatsoever in its use of such materials.
- 8.7 CONTRACTOR shall maintain all records in relation to this CONTRACT for a period of at least three (3) years from termination of the CONTRACT. CITY shall maintain all records in relation to this CONTRACT for a period of at least three (3) years from the date of final expenditure report.

9. **Termination.**

- 9.1 **For Cause.** CITY may terminate the CONTRACT if: (1) CONTRACTOR fails to perform under the terms of this CONTRACT, (2) CITY provides CONTRACTOR with a written notice of the default, and (3) CONTRACTOR fails to cure the default within two (2) working days. CONTRACTOR shall not be liable for any excess costs if the failure to perform the CONTRACT arises from events completely beyond the control of, and without the fault or negligence of the CONTRACTOR, or others for whom CONTRACTOR may be responsible. Failure to perform, as used herein, is defined to mean non-performance, defective performance, or delay in performance as set forth in La. Civil Code art. 1994.
- 9.2 **Without Cause.** The CITY may terminate this CONTRACT without cause by providing the CONTRACTOR with ten (10) days written notice of the termination. In the event CONTRACTOR is terminated for cause, and it is later determined through binding dispute resolution that cause did not exist,

then CONTRACTOR hereby stipulates and agrees that such termination shall automatically be converted to a termination without cause. All obligations to perform by either party shall terminate on the effective date of the termination without cause except for any indemnity and warranty obligations established by law or contract. In no event shall the CITY be obligated to pay for anticipated fees or profits on services not performed.

9.3 **Appropriation of Funds.** The continuation of this CONTRACT is contingent upon the appropriation of funds by the City Council to fulfill the requirements of the CONTRACT by the CITY. If the City Council fails to appropriate sufficient monies to provide for the continuation of the CONTRACT, or if such appropriation is reduced by the veto of the Mayor or by any means provided in Louisiana law or in the CITY ordinances, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the CONTRACT, the CONTRACT shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

9.4 **Effects of Termination.** Upon receipt of any notice of termination, CONTRACTOR shall immediately discontinue providing Services. To the extent that the termination of this CONTRACT is not due to CONTRACTOR's failure to perform an obligation under the CONTRACT, CITY shall reimburse CONTRACTOR for all Services properly furnished in accordance with the requirements of this CONTRACT up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the CONTRACT to the contrary, the CONTRACTOR shall have no further obligations under this CONTRACT after the effective date of the termination. In no event shall the CITY be obligated to pay for anticipated fees or profits on services not performed.

10. **Indemnification/Liability.**

10.1 To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its agents and employees, from and against claims, damages, losses, and expenses, including but not limited to the payment of attorneys' fees incurred by any of them, arising out of, or resulting from any failure to perform by or attributable to CONTRACTOR. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist under any other provision of the CONTRACT, in law or in equity.

10.2 CONTRACTOR hereby agrees, as a material condition of the CONTRACT, to obtain insurance to insure any and every obligation to indemnify, defend, or hold harmless and/or any obligation to name the CITY and/or others as an additional insured, wherever such obligation is stated in the CONTRACT Documents. CONTRACTOR hereby acknowledges and stipulates that the cost of all insurance required by the CONTRACT is included within the price to be paid by the CITY to

CONTRACTOR under this CONTRACT.

10.3 In no event shall either PARTY be liable to the other for any special, indirect, exemplary, consequential, or other type damages not directly related to the Services.

11. **Force Majeure.** Neither party to this CONTRACT shall be responsible to the other party for any delay resulting from a failure to perform if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause. In case of any delay CONTRACTOR believes is excusable, CONTRACTOR shall notify the CITY in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 days after the cause that creates or will create the delay first arose, if CONTRACTOR could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date CONTRACTOR first should reasonably believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, CONTRACTOR shall continue to perform in accordance with the CONTRACT. Increased costs or increased difficulty of performance is excluded as a Force Majeure.

12. **Performance and Remedies.**

12.1 CONTRACTOR shall perform within the standard of care provided by law.

12.2 CONTRACTOR shall be liable to the CITY and pay for all costs, expenses, fees (including attorney fees), and/or damages that the CITY incurs arising from or connected with CONTRACTOR's failure to perform in accordance with this CONTRACT. CONTRACTOR's failure to perform shall include, but not be limited to, the failure of its sub-contractors of any tier to perform. The CONTRACTOR's liability to the CITY shall include, but not be limited to (1) the increased costs of performance, including services of any design professional; (2) costs of corrective work; (3) liability to third parties; (4) re-procurement costs; and (5) attorneys' fees and related costs, including costs incurred in enforcing the CITY's rights under the CONTRACT.

12.3 The CITY may, in addition to other remedies available at law or equity and upon notice to CONTRACTOR, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by any person against CONTRACTOR or the CITY arising from the acts or failure to perform by CONTRACTOR.

12.4 Pursuant to this CONTRACT, CONTRACTOR shall provide Services in accordance with CONTRACT and any federal, state, and local laws, rules, and regulations. If CONTRACTOR fails to comply with CONTRACT or any applicable federal, state, and local laws, rules, and regulations, CITY shall be entitled to recover any payments made to CONTRACTOR and any costs and attorney fees incurred.

13. **Affidavit and Corporate Resolution.** CONTRACTOR shall attest by Affidavit, a sworn statement that this CONTRACT was not secured through employment or payment of a solicitor. If CONTRACTOR is a corporation, a corporate resolution is furnished as evidence of authority to execute the CONTRACT.

14. **Compliance with Applicable Laws.**
 - 14.1 CONTRACTOR shall procure all permits and licenses applicable to the services to be performed and/or required by law and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the Services covered by this CONTRACT. CONTRACTOR shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

 - 14.2 CONTRACTOR agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. CONTRACTOR agrees not to discriminate in its employment practices and will render services under this CONTRACT and any contract entered into as a result of this CONTRACT, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this CONTRACT and any contract entered into as a result of this CONTRACT.

 - 14.3 CONTRACTOR agrees to abide by section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

 - 14.4 CONTRACTOR hereby agrees to comply with all Federal and State law, including but not limited to the Copeland Anti-Kickback Act, Davis-Bacon Act, Executive Orders 11246 and 11375, and all mandatory standards and policies relating to energy efficiency which are contained in the State's energy conservation plan.

14.5 During the performance of this CONTRACT, the CONTRACTOR further agrees as follows:

14.5.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, 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 section of training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

14.5.2 The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

14.5.3 CONTRACTORS will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

14.5.4 The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.5.5 The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 14.5.6 The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 14.5.7 In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this CONTRACT or with any of the said rules, regulations, or orders, this CONTRACT may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 14.5.8 The CONTRACTOR will include the entirety of section 14.5 of this CONTRACT in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- 14.6 CONTRACTOR further agrees to comply with the Contract Work Hours and Safety Standards Act, as follows:
- 14.6.1 Overtime requirements. Neither CONTRACTOR nor any of its subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics may require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 14.6.2 In the event of any violation of the clause set forth in Section 14.6.1, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages.
- 14.6.3 Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages as provided in Section 14.6.2.
- 14.6.4 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Section 14.6 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 14.6.
- 14.7 CONTRACTOR further agrees to comply with the Clean Air Act and the Federal Water Pollution Control Act, as follows:
- 14.7.1 The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 14.7.2 The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 14.7.3 The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
15. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**. Contractors who apply or bid for an award of \$100,000 or more shall submit the required certification (Attachment D) to the City. Each tier certifies to the tier above that it will not and has not

used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

16. **Additional Requirements of Federal Grant Funded Projects.** If the project is funded in whole or in part by Federal Grants, CONTRACTOR shall comply with the Federal Requirements. CONTRACTOR shall also include these Federal Requirements in any sub-contracts.
17. **Taxes.** Any taxes, other than state and local sales and use taxes, from which the CITY is exempt, shall be assumed to be included within the CONTRACTOR'S cost.
18. **Personal Interest.** CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. CONTRACTOR further covenants that in the performance of this CONTRACT no person having any such interest shall be employed.
19. **Drug Free Workplace.** In the interest of job safety and to protect the general public, other contractors, and the CITY's employees from the consequences of accidents that are caused by worker abuse of controlled substances on CITY projects, CONTRACTOR agrees that it will make a good faith effort to maintain a drug-free jobsite.
20. **Safety.** CONTRACTOR agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and local Safety and Occupational Health Standards, and any other applicable rules and regulations relating to occupational safety.
21. **Audit.** The CITY, State Legislative auditor, federal auditors, and internal auditors of the Division of Administration, or others so designated by the DOA shall have the option to audit all accounts directly pertaining to CONTRACT for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.
22. **Suspension and Debarment.**
 - 22.1 This CONTRACT may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 22.2 The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 22.3 This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness and the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 22.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
23. **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
24. **Federal Government.** CONTRACTOR acknowledges that the Federal Government is not a party to this CONTRACT and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from this CONTRACT.
25. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this CONTRACT.
26. **General Provisions.**
- 26.1 **Agreement.** This CONTRACT constitutes the entire agreement between the PARTIES. No oral agreements or representations shall be valid or binding upon the PARTIES.
- 26.2 **Assignment.** Neither PARTY to this CONTRACT shall assign any part of CONTRACT without the express prior written consent of the other PARTY. An assignment by operation of law to a successor in interest of CONTRACTOR, a change of control and ownership of CONTRACTOR, and assignment by CONTRACTOR to a parent, subsidiary, or affiliate of CONTRACTOR shall not be considered an assignment requiring consent of CITY.
- 26.3 **Governing Law/Venue.** This CONTRACT shall be governed by, and construed in accordance with Louisiana law. The venue of any legal or equitable action that arises out of or relates to the CONTRACT shall be the Nineteenth Judicial District Court for East Baton Rouge Parish, Louisiana.

- 26.4 **Modification of Terms.** The CONTRACT contains all the terms and conditions agreed upon by the PARTIES, which terms and conditions shall govern all transactions between the CITY and CONTRACTOR. The CONTRACT may only be modified or amended upon mutual agreement of the PARTIES, made in writing and signed by the PARTIES. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
- 26.5 **Execution in Counterparts.** The CONTRACT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 26.6 **Severability.** If any court of competent jurisdiction deems any provision of the CONTRACT void or unenforceable, that provision shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable. All other CONTRACT provisions shall remain in full force and effect.
- 26.7 **Authority.** Each person signing the CONTRACT represents that he or she is duly authorized to do so and to bind the respective PARTY to the CONTRACT.
- 26.8 There are no third party beneficiaries to this CONTRACT.

27. **Dispute Resolution**

- 27.1 Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Mayor or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.
- 27.2 The binding dispute resolution process for all claims, disputes, or any matter in controversy among the parties of any nature or kind arising from or in any way whatsoever connected with this CONTRACT shall be litigation in the Nineteenth Judicial District Court in East Baton Rouge Parish, State of Louisiana.

THUS SIGNED AND AGREED:

City of Central, Louisiana

CONTRACTOR'S Name:

By: _____

By: _____

Inez "Jr" Shelton, Mayor

Title: _____

Date: _____

Date: _____

**ATTACHMENT C – Insurance Requirements for Request for Proposal for the Removal of
Man-Made Debris and Dead Vegetation from Off-Road Drainage within the City of
Central**

Solicitation No: 2017-001

CONTRACTOR’S AND SUB- CONTRACTOR’S INSURANCE: Contractor and any sub-contractors shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Prime contractor shall not commence work under this contract until certificates of insurance have been approved by the City. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Prime contractor is responsible for assuring that its sub-contractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

B. Business Auto Policy

Any Auto; or Owned, Non-Owned & Hired:

Combined Single Limit	\$1,000,000
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C. Standard Workers Compensation – Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Central must be named as additional insured on all general liability policies described above.

E. Professional Liability coverage for errors and omissions is not required, but the City shall have the benefit of any such insurance carried by Contractor.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as: City of Central, 13421 Hooper Road, Suite 9, Central, LA 70818

NOTE TO PROPOSERS:

- 1) **You should submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

EXHIBIT A
GENERAL CONDITIONS

- 1) The CITY reserves the right to require the Contractor, all subcontractors, and material suppliers to provide lien releases at any time. The CITY reserves the right to withhold progress payments until such lien releases are received for all Services for which prior progress payments have been made. Upon the CITY's demand for lien releases (either verbally or written), the Contractor, all subcontractors, and material or equipment suppliers shall provide such releases with every payment request until Final Acceptance of the Project.
- 2) Contractor hereby stipulates and agrees that it is Contractor's sole and exclusive responsibility to determine existing conditions and to carry out the Services in a safe and workmanlike manner. Nothing in any of the Contract Documents shall be interpreted to create any warranty, express or implied, by the CITY that any drawings, information, or instruction of any kind is sufficient, complete, coordinated, feasible, error free, or constructible. Nothing stated herein shall be interpreted as a waiver of La. R.S. 9:2771 but rather an acknowledgment that the consultants engaged by the CITY are independent contractors and that the CITY shall not be liable for any negligence of its consultants or any other person in connection with the Services.
- 3) The Contractor shall secure and pay for all necessary permits.
- 4) Nether the CITY nor any consultant engaged by the CITY, guarantee the accuracy of any survey provided regarding physical features or any site conditions including, but not limited to, the location or elevation of utilities, cables, pipes, manholes or underground pipes, or the presence or absence of easements, or topography. The Contractor shall be solely responsible to independently confirm all site information and the location of each utility and make further investigation of all surface and subsurface conditions including any soil borings of the site of the Project and the conditions of any existing structures above and below ground.
- 5) The Contractor shall not be relieved of its obligations to perform the Services in accordance with the Contract Documents either by the performance or failure to perform by the CITY or any of its consultants, or by tests, inspections or approvals required or performed by or on behalf of the CITY or its consultants, or any governmental entity. Contractor stipulates and agrees that the CITY's consultants owe the Contractor no duty or obligation of any nature or kind notwithstanding and superseding any other provision elsewhere in any Contract Document or by law. Quality control (i.e. ensuring compliance with the Contract Documents) is the sole responsibility of the Contractor. Testing, observations, and or inspections performed or provided by or on behalf of the CITY are solely for informational purposes for the exclusive benefit of the CITY to determine compliance with the Contract Documents.
- 6) The CITY assumes no responsibility or liability for the physical condition or safety of any site where Services are performed or any improvements located on any site where Services are performed. The Contractor is solely responsible for providing a safe place for the performance of the Services.

7) Contractor shall comply with the provisions of the Louisiana Underground Utilities and Facilities Damage Prevention law, R.S. 40:1749.11 et al, as amended prior to any portion of the Services which may require excavation including but not limited to pile driving, digging, auguring, boring, backfilling, dredging, compressing, plowing-in, trenching, ditching, tunneling, land leveling, grading, and or mechanical probing. Damage to underground utilities by Contractor shall be repaired at Contractor's expense. Such damage must be reported immediately to the CITY. The Contractor shall undertake to make such further investigations, including without limitation, all structural, surface, and subsurface conditions, including soil borings and otherwise of each site where Services are performed.

8) In order for the Contractor to have any right to assert or to claim any additional time or money associated with or arising from any of the Services, the Contractor shall, prior to commencing any work involving additional time or additional money, deliver to the CITY a detailed written statement specifying the cause for the sought after additional time or money and allowing the CITY not less than five (5) working days to make a determination. If the Services are interrupted, suspended, or delayed because of the passage of this five (5) working day period, or the CITY otherwise fails to make a determination timely, the Contractor stipulates and agrees that its sole recourse shall be limited to any extension of time only. Contractor stipulates and agrees that any failure to provide timely notification will prejudice the CITY by depriving the CITY of an opportunity to make adjustments to the project budget or schedule. Failure to provide such notice shall serve as a knowing and voluntary forfeiture of any claim by the Contractor, and the Contractor shall be liable for and pay damages in the amount of all costs, damages, and attorney's fees incurred by the CITY arising from the Contractor's failure to provide timely notice plus the amount of any liquidated delay damages stated elsewhere in the Contract Documents.

9) In the event a claim is asserted or a lien or privilege is filed or asserted by anyone in relation to the Services asserting that they have not been paid, the CITY shall have the right, but not the obligation to: (1) require the Contractor to discharge the lien by positing a bond with the Clerk of Court for the parish where the lien is recorded within five (5) calendar days of notice by the CITY to the Contractor; (2) issue payment in the form of a joint check to Contractor and claimant to pay the amount claimed; and/or (3) retain out of any payment due or thereafter to become due 150% of the amount of the claim/lien and apply the same in such manner as CITY deems necessary to satisfy such claim/liens and to compensate CITY for attorneys' fees and/or administrative costs. In the event such claim/lien is not discharged, cancelled and erased, the Contractor at its sole cost and expense, including attorneys' fees, shall hold harmless, indemnify, and defend the CITY from any and all claims, lawsuits, causes of actions, and demands of any person or entity asserting or claiming any right as a result of any lien or claim recorded or unrecorded, against the CITY, Project, or the CITY's property. The CITY shall have the right to terminate the Contractor for cause or to bond off said lien(s), and Contractor shall be liable for and pay to CITY all costs, expenses, and fees including but not limited to, bond premiums and attorneys' fees incurred as a result thereof. Prior to the receipt of partial or Final Payment, Contractor shall provide the CITY a release of any liens and claims of all persons furnishing labor and/or materials to the Services with satisfactory evidence that there are no other liens or claims whatsoever outstanding against the Services or Contract.

10) Any change in the Services shall only be effective if in writing. The Contractor hereby

stipulates and agrees that reliance upon any oral instruction which may cause a change in the Services is unreasonable and shall not serve as the basis for any claim by the Contractor.

11) By executing a Change Order, the Contractor acknowledges that the Change Order is for the full and final amount of the Contract Sum and the Contract Time adjustments due the Contractor for all additional Services related to the Change Order, and Contractor waives all claims for any additional Contract Time or any additional Contract Sum for whatever reason and of whatever kind, whether direct or indirect costs, profit, overhead, or any other expense for the Services enumerated in the Change Order. An executed Change Order shall have the full force and effect as a compromise and settlement.

12) Pursuant to the directive of Act 315 of the 1997 Louisiana Regular Session regarding guidelines for determining statutory employer status under La R.S. 23:1061, effective June 17, 1997 and in consideration thereof:

.1 CITY and Contractor jointly agree, stipulate, and recognize that CITY shall be the Statutory Employer pursuant to R.S. 23:1061 of any and all of the Contractor's employees and/or employees of any subcontractor hired or retained in any manner by Contractor while Contractor's employees and/or subcontractor's employees are performing any Services and all work and/or any services under the contract between CITY and Contractor.

.2 CITY and Contractor further stipulate, agree, and recognize that all work performed under the contract between CITY and Contractor shall be considered part of CITY's trade, business, or occupation and shall be specifically considered an integral part of and essential to the ability of CITY to generate goods, products, or services.

.3 CITY and Contractor further stipulate, agree, and recognize that the services or work provided by any subcontractor hired or retained by Contractor for the performance of any work and/or services under this contract shall be contemplated by and included in this contract.

13) Contractor stipulates and agrees that actions, inactions, or conduct alone, which may be deemed or interpreted as inconsistent with any rights afforded the CITY, either under the Contract Documents or by law, shall not be interpreted as a waiver of such rights absent an express writing signed by the CITY to that effect. Reliance upon actions, inactions, or conduct alone shall not be reasonable.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

**Removal of Man-Made Debris and Dead Vegetation from Off-Road Drainage within the
City of Central**

a public project of the City of Central, Louisiana: that he has 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 him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him 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 him whose services in connection with the construction of the public building or project were in the regular course of their duties for him

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____,
2017, in _____ (city), _____ (state).

NOTARY PUBLIC

THE ATTACHED PROPOSER'S ORGANIZATION SHEET SHOULD BE SUBMITTED TO INDICATE WHETHER PROPOSER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE PROPOSAL MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____, a corporation organized under the laws of the State of _____, and domiciled in _____, was held this _____ day of _____, 20____, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Central, State of Louisiana.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Mayor, City of Central, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____, domiciled in _____, and that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____.

SECRETARY

ATTACHMENT D – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

On behalf of _____, I hereby certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date: _____