

## Appendix B

### A. Private Property Debris Removal (PPDR)

Load , haul, and dispose of Construction and Demolition (C&D) and mixed debris to landfill

\$ 241.58 per cubic yard

### B. Loading, hauling, and disposing of white goods

\$ \_\_\_\_\_ per unit

### C. Loading, hauling, and disposing of dead animals

\$ \_\_\_\_\_ per pound

## APPENDIX C

### **Sample Contract for DISASTER STREET-CLEARING, DEBRIS COLLECTION, REMOVAL, PROCESSING, DISPOSAL AND MANAGEMENT SERVICES**

This Contract, made and entered into at Central, Louisiana, effective this 22 day of August, 2016, by and between the City of Central, Parish of East Baton Rouge, herein referred to as "City" and Town Key Services of Louisiana LLC, herein referred to as "Contractor".

Contractor shall provide disaster street-clearing, debris collection, removal, processing, disposal and management service as described herein for the City.

Contractor agrees to proceed, upon written notice of the Mayor of the City, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City. All the services required hereunder will be performed by Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by the Contractor for this project shall be as defined in Section 2 of the Request for Proposal.

**CONTRACT MODIFICATIONS:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**GENERAL REQUIREMENTS:** With the exception of the services specifically listed to be furnished by the City, Contractor shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Contractor or their representatives at conferences and public hearings, are to be furnished at the expense of Contractor.

**SERVICES TO BE PERFORMED BY THE CITY:** The City will furnish the Contractor without charge all information which it has in its files that may be useful to the Contractor in carrying out this work, as well as assistance in securing data from others to the extent available.

**COMPENSATION AND PAYMENT:** 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 Cost Proposal 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.

**CONTRACT TIME:** The services to be performed under this contract shall be commenced promptly by the Contractor and shall be completed as defined in the notice to proceed issued for each event.

**COMMENCEMENT OF WORK:** No work shall be performed by the 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.

**DOCUMENTS:** 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. Contractor agrees to maintain all payroll and equipment hours related to this Contract and to promptly provide such documents to the City upon its request. The Contractor hereby agrees to allow the Federal government, State government, and the City to have access to the Contractor's records related to this Contract.

**DELAYS AND EXTENSIONS:** Contractor will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**TERMINATION:** The City may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, provided that the City shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may cause cancellation of the Contract.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City to comply with the terms and conditions of this Contract provided that the Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to cure the defect.

The City may terminate the Contract at any time without penalty by giving ten (10) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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 Council. 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

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in the City of Central 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.

**DISPUTES:** 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 to this contract. 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.

**INDEPENDENT CONTRACTOR OBLIGATION:** Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Contractor shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional contractors under similar circumstances at the time the services are performed, with the City interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** 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 service covered by this agreement. 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.

**INDEMNITY:** Contractor agrees to indemnify, defend, and hold harmless the City from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City by any party which arises in performing its obligations under this Agreement.

Contractor, its agents, employees and insurer(s) hereby release the City, its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Contractor, its agents or insurers may sustain incidental to or in any way related to Contractor's operations under this Agreement.

**PERSONAL INTEREST:** Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**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 construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite.

**SAFETY:** The Service Provider shall be solely responsible for maintaining safety at all work sites. The Service Provider(s) shall take all reasonable steps to insure safety for both workers and visitors to work sites. The Service Provider(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

**AFFIDAVIT AND CORPORATE RESOLUTION:** The 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.

**CIVIL RIGHTS COMPLIANCE:** The 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 agreement.

**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.

**BREACH:** Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by way of a lawsuit filed in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana,

**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.

**RIGHT TO 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 the resulting 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.

**ASSIGNMENT:** Assignment of Contract, or any payment under the Contract, requires the advanced written approval of the City.

**CONFIDENTIALITY:** The following provision will apply unless the City's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City's operations which are designated confidential by the City or State and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from



unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

**RECORD RETENTION:** The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years from termination of the Contract.

**ORDER OF PRECEDENCE:** The Request for Proposals (RFP), dated August 19, 2016, and the Contractor's Proposal are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP, and subsequent addenda (if any) and finally, the Contractor's Proposal.

**GOVERNING LAW:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**INSURANCE:** The Contractor shall comply with all insurance requirements set forth by any applicable law and with those requirements set forth in the Request for Proposals.

**PROCUREMENT:** The City and Contractor agree that they will 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.

**DECLARATION:** By entering into this Contract, the Contractor hereby agrees that it, its principles, or its affiliates are currently not disqualified as a result of debarment or suspension.

**LAWS:** The Contractor hereby agrees to comply with all Federal and State law, including but not limited to the Copeland Anti-Kickback Act, Davis-Bacon Act, Contract Work-Hours and Safety Standards Act, Clean Air Act and Federal Water Pollution Act, Byrd Anti-Lobbying



Amendment, 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.

**COMPLETE CONTRACT:** This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

**IN WITNESS WHEREOF,** the City and Contractor have executed this contract effective as of the date first written above.

**WITNESSES:**

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**CITY OF CENTRAL**

By \_\_\_\_\_

Title: Mayor

\_\_\_\_\_

**CONTRACTOR**

By Anthony Brewer *Twin Key Services of Louisiana LLC*

Title Anthony Brewer - Owner  
Typed Name and Title

**AFFIDAVIT**

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

**BEFORE ME**, the undersigned authority, personally came and appeared

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who, being duly sworn did depose and say:

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

***EMERGENCY FLOOD DEBRIS COLLECTION,  
REMOVAL, PROCESSING, DISPOSAL AND MANAGEMENT SERVICES***

a public project of the City of Central, State of 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.

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Affiant's Signature

**SWORN TO AND SUBSCRIBED** before me, on this            day of            , 20    , in

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**NOTARY PUBLIC**



**THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

**BIDDER'S ORGANIZATION**

BIDDER 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: Tam Key services of Louisiana LLC

Address: 205 marion st Donaldsonville LA 70346

Name of person authorized to sign: Anthony Brewer

Title: owner

Telephone No.: 225-717-1011 Fax No.: 225-289-2030 Email: TKSshipment@gmail.com

## **Appendix D**

### **PROJECT AREA MAP AND DEBRIS SITES**

The construction and demolition (C&D) debris facilities are the Ronaldson Field Landfill located at 1500 Rafe Mayer Road, Baton Rouge, LA 70807 or the North Landfill located at 16001 Samuels Road, Zachary, LA 70791.

The white goods recycling facilities are the Ronaldson Field Landfill located at 1500 Rafe Mayer Road, Baton Rouge, LA 70807 or the North Landfill located at 16001 Samuels Road, Zachary, LA 70791.

The facility for disposal of dead animals is the North Landfill located at 16001 Samuels Road, Zachary, LA 70791.