

**NOTICE
REQUEST FOR PROPOSALS
DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION AND
EMERGENCY ROADWAY DEBRIS CLEARANCE FOR
OUACHITA PARISH POLICE JURY
Due Date: May 28, 2020**

The **Ouachita Parish Police Jury** (herein referred to as “OPPJ”, "Owner" or “Parish”) hereby solicits sealed proposals for Debris Monitoring Services described as follows:

STATEMENT OF WORK: Standby Contract for Debris Removal and Site Management for Debris Reduction and Emergency Roadway Debris Clearance Services related to natural disasters and emergency events in order to deal with the consequences of major storm events, man-made events, and/or other related weather or natural event occurrences.

The OPPJ will begin receiving proposals for "**Debris Removal and Site Management for Debris Reduction and Emergency Roadway Debris Clearance.**" Sealed proposals in accordance with all applicable standards shall be addressed to the Ouachita Parish Police Jury and delivered to 301 South Grand Street Suite 201, Monroe, LA 71201, no later than 10:00 a.m. CST on May 28, 2020. Any proposal received after the specified time and date will not be considered. The sealed proposals will be publically opened and read aloud at 2:00 p.m. on the day of May 28, 2020 at 301 South Grand Street Suite 201, Monroe, LA 71201.

Proposal instructions may be obtained from Brad Cammack at 301 South Grand Street Suite 201, Monroe, LA 71201, by emailing bcammack@oppi.org or by calling the Ouachita Parish Police Jury at (318) 327-1340 Monday through Friday between the hours of 8:00 AM and 5:00 PM.

Interested firms must physically submit one (1) original and two (2) copies of their Proposals in an 8 ½" by 11" format to the Parish. No facsimile or email responses will be accepted. However, vendors/contractors have the option to submit their proposals and proposal bonds electronically. (only one copy will be required to be uploaded electronically) To view the general proposal information and receive proposal notices by email, your company will need to register with BidSync at www.bidsync.com prior to the proposal deadline. For questions related to the electronic proposal process, please call Periscope Holdings (BidSync) at 800-990-9339.

Small and/or minority owned firms, HUD Section 3 firms, and women’s business enterprises are encouraged to participate. Ouachita Parish Police Jury is an Equal Opportunity Employer.

Ouachita Parish Police Jury BY: ***Brad Cammack***

PUBLICATION/DATES:

The Ouachita Citizen

Thursday, April 23, 2020

Thursday, April 30, 2020

Thursday, May 6, 2020

REQUEST FOR PROPOSAL

STANDBY CONTRACT FOR

DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION AND

EMERGENCY ROADWAY DEBRIS CLEARANCE

RFP # 2020-300

UNINCORPORATED AREAS OF OUACHITA PARISH, LOUISIANA

Issued By:

Ouachita Parish Police Jury

Date of Issue: **April 23, 2020**

Due Date/Time for Receipt of Proposals: May 28, 2020,

REQUEST FOR PROPOSALS
STANDBY CONTRACT FOR
DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS
REDUCTION AND EMERGENCY ROADWAY DEBRIS CLEARANCE
RFP NO. 2020-300

Objective

It is the intent of the Ouachita Parish Police Jury, (hereafter referred to as “Owner”, “OPPJ” or “Parish”) to obtain proposals from qualified firms to establish a Standby Contract for Debris Removal and Site Management for Debris Reduction and Emergency Roadway Debris Clearance. This solicitation by the OPPJ will result in the selection of an experienced firm to remove and lawfully dispose of debris from public property and public right-of-ways. These services will not be authorized until such time as a Notice to Proceed has been issued; typically in response to a natural or man-made disaster.

Goals

It is the OPPJ’s intent to ensure that all work performed pursuant to the contract is eligible for funding/reimbursement through FEMA’s PA Program and performed in accordance with FEMA regulations, policies, and guidelines, as well as with any other applicable state or federal regulations, policies, and guidelines.

At all times, the Service Provider shall take direction from the OPPJ through the Parish President or his designee. Direction by the OPPJ in this contract may also mean direction by a Debris Management Consultant (the “Monitor”).

SECTION 1.0 GENERAL INFORMATION

Objective

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. ***The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days.***

Definitions

CONTRACTOR or Contractor – the successful proposer(s)

Debris Management Team – The team staffed by the OPPJ, Debris Management Consultant and the CONTRACTOR.

Debris Management Consultant – A Consultant retained by the OPPJ to monitor the debris removal and disposal process.

Debris – Scattered items and materials either broken, destroyed, or displaced by a disaster.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

DMS – Debris Management Site

SECTION 2.0 STATEMENT OF WORK

The qualified firm will develop and present the scope of services, meeting the OPPJ needs. The work to be undertaken includes but is not limited to the following:

2.1 Debris Removal

- a. Debris Removal from Public Property – Removal of debris from public rights-of-way. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by the OPPJ, it may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the OPPJ and the Debris Management Consultant.
- b. White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

2.2 Debris Processing

- a. Debris Management Site (DMS) –The Contractor may lease/own, prepare and maintain DMS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the OPPJ. At the OPPJ's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

The only Pre-Approved DMS site the OPPJ has in place is its “Smith Cemetery Road Debris Site” on Trade Street in western Ouachita Parish (Just south of La. Hwy. 838, west of Well Road) This site is Pre-Approved for Vegetative burning open and Vegetative staging.

The debris generated by this flooding event appears to consist primarily of the construction waste and debris, white goods, etc. that are the typical result of residential flooding.

- b. The contractor may also process debris by disposal at a properly permitted landfill, in accordance with the rules, regulations and permits of such landfill.
- c. All debris may be processed in accordance with local, State and Federal law, standards and regulations. Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved by the OPPJ. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- d. Generated Hazardous Waste Abatement – Abatement of hazardous waste, including Household Hazardous Waste, shall be in accordance with all applicable Federal, State, and local laws, standards and regulations.

- e. Debris Disposal – 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. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Management Consultant needed to receive eligible reimbursement through FEMA and FHWA for such fees. Disposal costs shall be treated as a “pass through” to the OPPJ.

2.3. Documentation and Records

- a. Documentation and Inspections – Storm debris shall be subject to inspection by the OPPJ and their Debris Management Consultant. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the OPPJ access to all work sites and disposal areas. The Contractor, the OPPJ and Debris Management Consultant will have in place at any DMS or landfill used by the Contractor personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS. The Debris Management Consultant will coordinate data recordation and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FHWA and FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and DMS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for OPPJ managers and the Debris Management Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

The Contractor shall provide all requested information to the Debris Management Consultant that is necessary for proper documentation. OPPJ employees shall review all documentation prior to submittal. The Contractor will work closely with the FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Consultant will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

- b. Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - Recovery process documentation – create recovery process documentation plan
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to the OPPJ Debris Management Consultant
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation.
- c. DMS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan.

2.4. Work Areas

- a. Work Areas – The OPPJ will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land and DMS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition

- b. Working Hours – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the DMS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at any DMS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to OPPJ approval. OPPJ approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- c. Priority of Work Areas – The OPPJ will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgement of the OPPJ or its Monitoring Consultant..
- d. Safety – The Contractor should have at least one Safety Officer onsite. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. All work zones shall conform to Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

3.1 A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the OPPJ.

3.2 The OPPJ reserves the right to seek additional/supplemental information on specific issues as needed.

3.3 Respondents must include evidence of their ability to produce a bid bond in the amount of \$1,000.00 with an A rated surety Company.

3.4 Successful Offeror shall furnish within five (5) consecutive business days after written notice, a Payment and Performance Bond in an amount equal to 100% of the total amount of the contract

QUALIFICATIONS PROPOSAL

In a sealed envelope, provide an **ORIGINAL, so identified and two (2) complete copies** in 8 ½” by 11” format of your qualification proposal for services defined herein for the term of the contract. No facsimile or email responses will be accepted. However, vendors/contractors have the option to submit their proposals and proposal bonds electronically. (only one copy will be required to be uploaded electronically) To view the general proposal information and receive proposal notices by email, your company will need to register with BidSync at www.bidsync.com prior to the proposal deadline. For questions related to the electronic proposal process, please call Periscope Holdings (BidSync) at 800-990-9339.

TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – Experience and Ability

This RFP is for Debris Removal and Debris Management Site Management All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. OPPJ has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

Include any pertinent information needed to determine the proposer's experience and ability to perform the anticipated work. The proposer shall supply sufficient documentation that they are versed in all aspects of FEMA documentation, reimbursement and project management and debris removal work.

TAB 3 – Past Performance

The proposer shall include a list major debris removal projects completed within the past five years. Include any pertinent information needed to determine the proposer's past performance regarding this/these projects..

The proposer should provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

TAB 4 – Understanding of Project Requirements

The proposer shall provide their interpretation of what is required to meet the needs of the OPPJ. The Proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposer is urged to develop scenarios or examples to fully explain their position. Proposer must include a copy of a current certificate of insurance issued to OPPJ, failure to do so may result in rejection of proposal.

TAB 5 – Approach and Method

The proposal will address the proposer's ability to mobilize including what is anticipated for a maximum time to mobilize.

The proposer shall provide a complete scenario for how the work will be accomplished, the quality control, safety, and how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The proposer should identify the resources they will mobilize and state their commitment and timeframe to deploy these resources when called upon. The proposer shall provide the management processes anticipated to be used. It shall include how the interaction may take place between the OPPJ, the Debris Management Consultant and the proposer.

TAB 6 – MBE PARTICIPATION

A plan for identifying and use of local and minority subcontractors should be included in the proposal.

TAB 7 – FEE PROPOSAL

Fee Proposal Forms

Proposals shall be submitted as follows.

All proposals must be delivered to Ouachita Parish Police Jury, 300 St. John Street, Room 201, Monroe, LA 71201 ATTN: Bradley N. Cammack, Treasurer no later than **10:00 a.m. on May 28, 2020**. Late proposals will be rejected. Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.

Please mark the written proposal envelope(s) as follows:

Standby Contract for Debris Removal and Site Management for Debris Reduction and Emergency Roadway Debris Clearance
Proposal Time and Date, _____
Request for Proposal No. **2020-300**

The front of each proposal envelope/container shall contain the following information for proper identification:

- The name and address of the proposer
- The word “Proposal” and the RFP number
- The time/date specified for receipt of proposals
- The number of each envelope/container submitted (i.e. “1 of 3”, “2 of 3”, “3 of 3”)

ALL PROPOSALS MUST BE RECEIVED BY THE OPPJ AS SET FORTH ABOVE ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT. The responsibility for submitting the proposal to the OPPJ on or before the above stated time and date is solely that of the proposer. The OPPJ will in no way be responsible for delays in delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.

The OPPJ shall not be liable for any costs incurred by a respondent prior to entering into contract. Therefore, all respondent are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

The Owner reserves the right to conduct personal interviews or require presentations from any or all prospective Contractors prior to selection. The Owner will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

AWARD AND TERM: The Owner reserves the right to award a contract or contracts to the Contractor(s) that the Owner deems to offer the best overall proposal. The Owner is therefore not bound to accept a proposal on the basis of lowest price. In addition, the Owner, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the Owner to do so. The Owner also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the Owner's best interest. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.

JURISDICTION: This Request for Proposal and any resulting Contract shall be general by the Laws of the State of Louisiana.

Of submissions, and the resulting negotiated agreement, in all instances the OPPJ's decisions will be final.

The OPPJ's evaluation criteria will include, but not be limited to, consideration of the following:

- 15% assigned to respondent's knowledge of Federal Emergency Management Agency regulations and procedures.
- 20% assigned to respondent's Operational Plan.
- 30% assigned to proposed price for work to be accomplished.
- 25% assigned to past performance record on work of similar nature, Financial Capabilities, and Corporate History and Team Organization.
- 10% assigned to local and minority participation plan

Other criteria the OPPJ frequently uses to evaluate submissions include:

- Verification of availability of qualified personnel to perform the services requested.
- Interviews with references with the evaluation team.
- Proposed price for the work to be accomplished.

Selection.

The OPPJ shall evaluate the written proposals submitted by the firms regarding the proposed project. The OPPJ will assign this task to an evaluation team assigned by the Parish President. All respondents are placed in rank order based on the outcome.

Presentations.

The OPPJ may require oral and visual presentations from one or more of those firms that are ranked or short-listed. This shall be done at the OPPJ's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests in this matter.

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Louisiana; provided, however, that the OPPJ shall have no liability, responsibility, or obligation whatsoever to either the successful bidder(s) or to the procuring agency or subdivision with respect to such purchases. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

SECTION 4.0 RIGHT OF REJECTION:

The OPPJ reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the OPPJ and its citizens.

SECTION 5.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Bradley N. Cammack, Parish Treasurer
TELEPHONE: (318) 327-1340
E-MAIL: bcammack@oppj.org
FACSIMILE: (318) 327-1339
Room 201 Ouachita Parish Courthouse

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request For Proposals' content, if appropriate, will be responded to in writing, likely by e-mail. The written response will be the OPPJ's official response and will be sent by like means to all Respondents that requested the Request for Proposals.

SECTION 6.0 GENERAL TERMS AND CONDITIONS

6.1 EQUAL OPPURTUNITY AGREEMENT

- By submitting a proposal in response to this solicitation, the respondent agrees to –
- Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an “Equal Opportunity Employer”.

6.2 INDEMNIFICATION

The proposer/contractor shall indemnify and save harmless the OPPJ, , its officials, insurer and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the OPPJ, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

6.3 ISSUANCE OF ADDENDA

- If this solicitation is amended, the OPPJ will issue an appropriate addendum to the solicitation. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
- By signing and returning the addendum;
- By signing letter;
- By signing facsimile (subject to the conditions specified in the provision entitled "FACSIMILIE DOCUMENTS".)

9.4.3 The OPPJ must receive the acknowledgment by the time and date, and at the location specified for the receipt of proposals.

6.4 PAYMENT:

Withholding Payment

In the event a contract is canceled under any provision herein, the OPPJ may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

6.5 INSURANCE REQUIREMENTS:

Upon submittal of this request for proposal the submitting Contractor shall procure, pay for, and maintain at minimum the following insurance coverage's with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped from the agent and/or company verifying the coverage is and/or has been continually in effect.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

- **Commercial General Liability** - in the amount of Three million dollars (\$3,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
- **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one Million dollars (1,000,000.00) per occurrence combined single limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
- **Worker's Compensation** - Proposer shall provide a policy with employers liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30)

days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

- **Pollution and Remediation Liability**

A. **Limits:** with limits of not less than three million dollars (\$3 000,000.00) annual aggregate / two million dollars (\$2,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:

- Pollution Legal Liability- (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
- Remediation Legal Liability Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
- Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.

Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.

Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

B. Conditions:

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the OPPJ and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

- Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self Insured Retentions as, if any, of whatever nature.

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Contractor's License Number: _____

Authorized Signature: _____

(provide evidence of signing authority)

Name and Title: _____

NOTE: Respondents are to make no changes to the table below and are to fill it out completely.

Values must be provided for all categories below or your response may be deemed non-responsive.

Pricing Schedule

For a multi-year contract, the below prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

A. Right of Way (ROW) Clearing and/or removing debris from the public right-of-way, streets and roads

1. Load and Haul vegetative debris to a Debris Management Site (DMS):

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubis yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one way haul

\$ _____ per cubic yard for 15.1-30 miles, one way haul

2. Load and Haul Construction and Demolition (C&D) and Mixed Debris .

- a. Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site (DMS)

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubis yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one way haul

\$ _____ per cubic yard for 15.1-30 miles, one way haul

- b. Load and Haul C&D and Mixed Debris directly to final disposal

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubis yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one way haul

\$ _____ per cubic yard for 15.1-30 miles, one way haul

B. Management and operation of DMS to accept, process, and reduce disaster related debris

1. The cost associated with managing, accepting, processing, and reducing vegetative debris through grinding

\$ _____ per cubic yard

2. The cost associated with managing, accepting, processing, and reducing vegetative debris through burning,

\$ _____ per cubic yard

3. The cost associated with managing, accepting, processing, and reducing construction and demolition debris through compaction

\$ _____ per cubic yard

C. Haul out

Haul out residual debris to final disposal

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one way haul

D. Loading and hauling of white goods

\$ _____ per unit

E. Removal and disposal of freon

\$ _____ per unit

F. Derelict vehicle and boat removal (from land)

Pricing proposal for vehicle and vessel recovery:

1. Transfer/Tow of typical passenger car: \$ _____ ea

G. E-Waste

Contractor to collect from ROW and dispose at an owner approved site:

\$ _____ per unit

H. Household hazardous waste

Contractor to collect from ROW and dispose at an owner approved site:

\$ _____ per pound

I. Tire removal

Tire Removal and Disposal or Recycle

\$ _____ each

\$ _____ per linear foot

J. Backfill

Supply and placement of clean fill dirt into ruts or gouges created by debris removal in the ROW.

\$ _____ per cubic yard