

Tangipahoa Parish Recording Page

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Tangipahoa Parish, Louisiana

s/SHAWNIE HUTCHINSON
Deputy Clerk

On (Recorded Date) : 09/10/2015

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Return To :

AGREEMENT FOR SERVICES
BETWEEN
TANGIPAHOA PARISH
AND
DRC EMERGENCY SERVICES, LLC
(DRC ES)

Contract Number: _____

Services agreement

This AGREEMENT is between Tangipahoa Parish, Louisiana, (hereinafter referred to as GOVERNMENT) and DRC Emergency Services, LLC, (CONTRACTOR). The GOVERNMENT requires certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE/TERM

The effective date of this AGREEMENT shall be August 21, 2015.

This AGREEMENT shall expire on December 31, 2016, unless otherwise terminated as provided herein.

At the option of the Government, this Agreement may be renewed for an additional one (1) year term commencing December 31, 2016 and expiring December 31, 2017, subject to the Government's termination rights as provided herein.

ARTICLE 2 - SERVICES TO BE PERFORMED BY DRC ES:

CONTRACTOR shall perform the services as stated in the Request for Proposal and the Contractors Response attached to this document, as may be specifically authorized by the GOVERNMENT. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

ARTICLE 3 – COMPENSATION

GOVERNMENT shall pay CONTRACTOR in accordance with the Fee Schedule, which is attached hereto and incorporated by reference as part of this AGREEMENT. If needed, compensation may be negotiated as a not-to-exceed amount for any Task Order containing a task covered by the scope of work of this AGREEMENT, but to which the Fee Schedule cannot readily be applied.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered. Invoices must reference the Task Order number. CONTRACTOR shall be paid within ten (10) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by GOVERNMENT is not contingent upon the GOVERNMENT being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the GOVERNMENT.

Payment will be made to DRC Emergency Services, 5851 San Felipe Street, Suite 425, Houston, TX 77057. In order for both parties to this AGREEMENT to close their books and records,

CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the GOVERNMENT.

ARTICLE 4- INSURANCE

CONTRACTOR shall maintain the following insurance limits:

Worker's Compensation – Statutory Limits (\$100,000);

General Liability – One Million Dollars (\$1,000,000) any single occurrence;

Contractor's Vehicle Insurance – (\$500,000)

Pollution Liability Insurance – (\$1,000,000)

CONTRACTOR shall provide GOVERNMENT a Certificate of Insurance evidencing such coverage.

ARTICLE 5 – SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

ARTICLE 6 – INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless GOVERNMENT, its employees and representatives from any and all claims and liabilities for which GOVERNMENT, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONTRACTOR, its employees, or agents, arising out of or connected with this AGREEMENT. The CONTRACTOR shall not be required to indemnify GOVERNMENT or its agents, employees, or representatives, when an occurrence results from the wrongful acts or omissions of GOVERNMENT, or its agents, employees or representatives.

ARTICLE 7 – SUB-CONTRACTING

It is understood that CONTRACTOR may use its own forces and those of sub-contractors and consultants as required to perform the work. When subcontracting, CONTRACTOR will attempt to locate qualified local companies and individuals, in accordance with the Robert T. Stafford Act and local ordinances.

ARTICLE 8 – FEDERAL AND STATE TAXES

The GOVERNMENT is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the GOVERNMENT will provide an exemption certificate to CONTRACTOR.

ARTICLE 9 – GOVERNMENT'S RESPONSIBILITIES

GOVERNMENT shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the GOVERNMENT to assist CONTRACTOR in completing any assigned tasks. GOVERNMENT is responsible for assisting in obtaining any permits for CONTRACTOR to complete any Task Order assigned.

ARTICLE 10 – TERMINATION OF AGREEMENT

This AGREEMENT may be cancelled by either party with cause upon forty-eight (48) hour written notice after the defaulting party has failed to cure, or begin curing, the defective performance and without cause on seven (7) days written notice.

ARTICLE 11 – UNCONTROLLABLE FORCES (FORCE MAJURE)

Neither the GOVERNMENT nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. This term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT, and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, economic dislocations, and governmental actions. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

ARTICLE 12 – NON-DISCRIMINATION

CONTRACTOR treats all of its employees equally without regard to race, color, religion, gender, age or national origin.

ARTICLE 13 – WAIVER

A waiver by either GOVERNMENT or CONTRACTOR of any breach of this AGREEMENT shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. The making or acceptance of payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 14 – SOLID WASTE DISPOSAL ACT

The Contractor shall comply with The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.) and as applicable at all times during the term of this Agreement and any extensions thereof.

ARTICLE 15 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37) and as applicable at all times during the term of this Agreement and any extensions thereof.

ARTICLE 16 – CLEAN AIR ACT

The Contractor shall comply with the Clean Air Act, as amended (42 U.S.C. §7401, et seq.) as applicable at all times during the term of this Agreement and any extensions thereof.

ARTICLE 17 – FEDERAL WATER POLLUTION CONTROL ACT (CLEAN WATER ACT)

The Contractor shall comply with the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.) as applicable at all times during the term of this Agreement and any extensions thereof.

ARTICLE 18 –ENERGY POLICY AND CONSERVATION ACT

The Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.) as applicable during the term of the Agreement and any extensions thereof.

ARTICLE 19 – BYRD ANTI-LOBBYING AMENDMENT

The Contractor shall comply with the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.) as applicable at all times during the term of this Agreement and any extensions thereof.

ARTICLE 20 –NON-DISCRIMINATION

The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, 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, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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 consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the rounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

In all solicitations ether by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin

The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to Parish under this Agreement from minority and women owned businesses.

ARTICLE 20 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 21 – ENTIRETY OF AGREEMENT

The GOVERNMENT and CONTRACTOR agree that this AGREEMENT sets forth the entire AGREEMENT between the parties, and that there are no promises or understandings other than those state herein. This AGREEMENT supersedes all prior contracts, representations, negotiations, letters or other communications between the GOVERNMENT and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 – MODIFICATION

The AGREEMENT may be modified in writing by Amendment executed by both GOVERNMENT and CONTRACTOR.

ARTICLE 23 – SUCCESSORS AND ASSIGNS

GOVERNMENT and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the GOVERNMENT.

ARTICLE 24 – NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To GOVERNMENT

Tangipahoa Parish Government

P.O. Box 215
Amite, LA 70422
(Attn: Melissa R. Cowart)

As To CONTRACTOR DRC Emergency Services, LLC
5851 San Felipe Street, Suite 425
Houston, TX 77057

ARTICLE 25 – ESCALATION CLAUSE -- ESCALATION CLAUSE: RENEWAL TERM ONLY

The Escalation Clause set forth in this Article 25 is solely applicable to the renewal term (December 31, 2016 to December 31, 2017) stated in Article 1 above and does not apply the base term (August 21, 2015 to December 31, 2016) therein.

Any price schedules included as a part of this AGREEMENT shall be reviewed on an annual basis commencing June 1, 2016 at which time amended unit costs shall be submitted by CONTRACTOR to GOVERNMENT and applied to reflect the current costs attached plus an increase in costs equal to the current Consumer Price Index (CPI) plus two and one-half percent. (C = Current Price; CPI – Consumer Price Index; I = Increase in Price (i.e.: $C \times (CPI + 2.5\%) = I$; $C + I = \text{New Price}$.)

ARTICLE 26 – TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of work and format of Task Order shall be mutually agreed to by DRC ES and GOVERNMENT.

In Witness whereof, Tangipahoa Parish, Louisiana and DRC Emergency Services, LLC have executed this AGREEMENT as of the Effective Date.

August 21, 2015 :
By: Gordon A. Burgess
Its: Parish President
Signature: Gordon A. Burgess
Witness: Melissa R. Cowart
Name: Melissa R. Cowart

DRC Emergency Services, LLC
By: Kristy Fuentes
Its: Vice President, Secretary and Treasurer
Signature: Kristy Fuentes
Witness: Lisa Garcia
Name: Lisa Garcia

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Firm: DRC Emergency Services, LLC

Address: 6258 Marshall Foch Street

City, State, Zip: New Orleans, LA 70124

Telephone: 504-482-2848 Fax: 504-482-2852

Contractor's License Number: 46198

Authorized Signature: 

(provide evidence of signing authority)

Name and Title: Marc Watkins, Vice President of Estimating

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.

- Rights-of-Way Vegetative Collection Rate**
Vegetative debris collected from public or private right-of-way (ROW) and improved public lands, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling, and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

0-15 miles	\$ <u>6.89</u> per cubic yard
16-30 miles	\$ <u>7.89</u> per cubic yard
31-60 miles	\$ <u>8.89</u> per cubic yard

2. **Private Property Vegetative Collection Rate**

Vegetative debris collected from private property, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

0-15 miles	\$ 7.89 per cubic yard
16-30 miles	\$ 8.89 per cubic yard
31-60 miles	\$ 9.89 per cubic yard

3. **Public Right of Way Construction and Demolition Collection Rate**

Construction and demolition debris collected from designated work zone, hauled to, and dumped at the debris management site(s) or other designated location.

0-15 miles	\$ 7.73 per cubic yard
16-30 miles	\$ 8.73 per cubic yard
31-60 miles	\$ 9.73 per cubic yard

4. **Cutting Partially Uprooted or Split Trees (Leaners)**

Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for haul-off.

Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW)

Diameter of tree at 2 feet from base

Less than 24 inches	Per Tree \$ <u>85.00</u>
24-36 inches	Per Tree \$ <u>165.00</u>
Greater than 36 inches	Per Tree \$ <u>290.00</u>

Split Leaner (No exposed root ball) (Price is inclusive of flush cutting the tree trunk)

Diameter of tree at 2 feet from base

Less than 24 inches	Per Tree \$ <u>75.00</u>
24-36 inches	Per Tree \$ <u>135.00</u>
Greater than 36 inches	Per Tree \$ <u>260.00</u>

Removal of Dangerous Hanging Limbs (Hangers)

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROQ and placing the debris in the ROW for haul-off

Per Tree \$ 75.00

5. **Demolition and Collection Rate**

Demolish identified structures in designated work zone. Remove C&D debris from designated work zone, hauled to, and dumped at a Debris Management Site or other designated location.

Per Cubic Yard \$ 17.51

6. **Hazardous Stump Removal and Collection Rate**

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by the Parish or its representative. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

Diameter of Stump at 2 feet from base

24-36 inches

Per Stump \$ 200.00

36-48 inches

Per Stump \$ 341.67

Greater than 48 inches

Per Stump \$ 450.00

7. **Stump Removal and Collection Rate**

Removal and collection of stumps brought the ROW. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

According to FEMA guidelines for conversion of stumps
to cubic yards.

Per Cubic Yard \$ 9.00

8. **Sand Collection (Public Property) and Screening Rate**

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard \$ 16.05

9. **Silt removal and disposal**

Marine based removal:

0-15 mile one way haul

Per cubic yard \$ 17.55

15-30 mile one way haul

Per cubic yard \$ 18.68

30-60 mile one way haul

Per cubic yard \$ 19.95

Land based removal:

0-15 mile one way haul

Per cubic yard \$ 11.09

15-30 mile one way haul

Per cubic yard \$ 12.23

30-60 mile one way haul Per cubic yard \$ 13.83

10. **Drainage ditches silt and debris removal**

Ditch width 0-4.0 feet

0-15 mile one way haul \$ 3.50 per linear foot
15-30 mile one way haul \$ 4.50 per linear foot
30-60 mile one way haul \$ 5.50 per linear foot

Ditch width 4.01-8.0 feet

0-15 mile one way haul \$ 7.00 per linear foot
15-30 mile one way haul \$ 8.00 per linear foot
30-60 mile one way haul \$ 9.00 per linear foot

Ditch width 8.01-12 feet

0-15 mile one way haul \$ 10.00 per linear foot
15-30 mile one way haul \$ 11.00 per linear foot
30-60 mile one way haul \$ 12.00 per linear foot

11. **Cleaning and clearing of drain lines**

Drain Line Diameter 0-15.0 inches

0-15 mile one way haul \$ 6.77 per linear foot
15-30 mile one way haul \$ 7.22 per linear foot
30-60 mile one way haul \$ 7.67 per linear foot

Drain Line Diameter 15.01-36 inches

0-15 mile one way haul \$ 10.15 per linear foot
15-30 mile one way haul \$ 10.60 per linear foot
30-60 mile one way haul \$ 11.09 per linear foot

12. **Cleaning and clearing of catch basins and inlets**

0-15 mile one way haul \$ 275.00 each
15-30 mile one way haul \$ 325.00 each
30-60 mile one way haul \$ 375.00 each

13. **Backfill**

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

Per Cubic Yard \$ 15.00

14. **Reduction of vegetative debris via burning at debris management site(s) or other designated location.**

Per Cubic Yard \$ 2.45

15. **Reduction of vegetative debris via grinding at debris management site(s) or other designated location.**

Per Cubic Yard \$ 2.75

16. **Reduction of C&D debris at debris management site(s) or other designated location.**

Per Cubic Yard \$ 2.30

17. **Haul-out of reduced vegetative debris**

Per Cubic Yard \$ 3.43

18. **Haul C&D debris to final disposal site**

Per Cubic Yard \$ 3.43

19. **Marine Debris Removal** - removal of storm generated debris from marine environments including streams, canals, and waterfronts.

Per Cubic Yard \$ 29.56

20. **Bank Restoration** - perform river and canal shoreline restoration to include any necessary excavation, compaction, fill, and backfill of embankment soils and materials to restore banks to preexisting conditions insofar as possible.

Per Linear Foot \$ 9.86

21. **Derelict Vessel Removal** - remove sunken and derelict vessels from marine environments.

Marine Based Salvage Operations..... Per Linear Foot \$ 142.67

Land Based Salvage Operations..... Per Linear Foot \$ 78.33

*Special Consideration: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case by case basis.

22. **Removal of storm-damaged vehicles and vessels from post-disaster environments including towing and aggregation.**

Transfer/Tow of typical passenger car

Per Vehicle \$ 231.67

Transfer/Tow and Handling of recreational vessels up to 24'

Per Vessel \$ 733.33

Operation of secure aggregation site for vehicles and vessels

Per Day \$ 1,433.33

Storage of each light and medium duty vehicle and/or vessels

Per Day \$ 41.67

*Special Consideration: Large vehicles, trucks, buses, vessels, houseboats or vehicles/vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case by case basis.

23. Hazardous Waste Removal and Bio-hazards

Hazardous Waste/ HHW Removal Per Pound \$ 8.82

Dead Animal Collection Per Pound \$ 3.95

