



REQUEST FOR PROPOSALS

2009-4847-0805

OFFICE OF THE PURCHASING DIRECTOR
2400 Washington Avenue
Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nngov.com/purchasing

March 30, 2009

DEBRIS REMOVAL SERVICE

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the following described products.

Scope of Work: Provide Debris Removal Service as described herein.

Proposal Due: April 16, 2009 at the Close of Business

Contracting Officer: _____

Jerry Stokes, Buyer, jstokes@nngov.com 757-926-8033

AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

This public body does not discriminate against faith-based organizations

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 09-09-08

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all

rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

12. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.
13. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
16. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror’s responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to

the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

18. **Cancellation:** The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

Cooperative Bidding

The City of Newport News issues this Invitation for Bids (IFB) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions.

Bidders are advised that all resultant contracts will be extended, with the authorization of the bidder, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible bidder during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful bidder obligated to contract with other SVGPC members.

SVGPC Members:

- | | |
|------------------------|---|
| City of Chesapeake | Newport News Public Schools |
| City of Hampton | Williamsburg/James City County Public Schools |
| City of Newport News | York County Public Schools |
| City of Norfolk | Christopher Newport University |
| City of Portsmouth | College of William & Mary |
| City of Virginia Beach | Norfolk State University |
| City of Williamsburg | Tidewater Community College |
| County of Gloucester | Jamestown/Yorktown Foundation |
| County of James City | Southeastern Public Service Authority |
| County of King William | County of York |

TERM OF CONTRACT

The contract period shall be from **date of award through June 30, 2011**, with options to **renew**, at the City's discretion, for eight (8) **additional years** in one (1) year increments. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

SUBMITTAL

The Offeror is requested to submit *one* original (conspicuously marked "ORIGINAL") and *three* complete copies (including any diagrams or pictures, etc...) of their proposal. The following shall be included in the proposal package to be considered responsive to the Request for Proposals:

- The **Request for Proposal document** with any addenda acknowledgements filled out and signed as required.
- **Experience and Qualifications** - Provide a statement of firm's background, experience and qualifications as they relate to the scope of services. Provide resumes of key personnel to be assigned to the project. Only include personnel who are available to work on the project.
- **Cost** - Cost of services, to include all labor, supplies and materials.
- **Resources** - Depth of resources available to provide service.
- **Understanding of Work and Project approach** – Include statements showing your firm's understanding of the work and project approach you will use to manage and control the project.
- **References** – Include at least five (5) references from organizations that you have provided services and who are familiar with your ability to provide the required services. Include company name, contact person, address, and phone number. References from municipalities and other government agencies for similar contracts are preferred.

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 11).

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs

of the City. The proposal will be evaluated on the following criteria:

- **Experience and Qualifications**
- **Cost**
- **Resources**
- **Understanding of Work and Project approach**
- **References**

EVALUATION PROCEDURES

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “Contracting for other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-2.

AWARD

Proposals will be evaluated and award shall be made in accordance with Code of Newport News Virginia Sections 2-569 through 2-570.2.

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposal. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

City of Newport News reserves the right to make multiple awards to qualified firms as a result of this request for proposals. The award will be made to the most responsible offeror or offerors meeting the requirements of the solicitation. The City reserves the right to reject any and all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of the City.

Upon making an award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nngov.com/purchasing

QUESTIONS

Questions regarding this RFP, should be directed to the Department of Purchasing, Jerry Stokes by email: jstokes@nngov.com or facsimile (757) 926-8038, *not less than five (5) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the City's Department of Public Works, without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE **MBE** **WBE**

2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$_____

Total **MBE** Dollars to be Sub-contracted \$_____

Total **WBE** Dollars to be Sub-contracted \$_____

0.

3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

No, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

Yes, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

Anti-Collusion Certification

The offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

ATTACHMENT A

SCOPE OF WORK

PART

1. Project Description and Requirements
 - 1.1 Overview
 - 1.2 General Requirements
 - 1.3 Type of Contract
 - 1.4 Authorized Agencies
 - 1.5 Planning Standards
 - 1.6 Contract Activation
 - 1.7 Operations Management
 - 1.8 Damages to Public or Private Property
 - 1.9 Construction Safety and Health Standards
 - 1.10 Federal Aid Highways

2. Debris Clearance from Right of Way and Public Property
 - 2.1 General Requirements
 - 2.2 Urgency
 - 2.3 Clearing Load Tickets

3. Debris Removal, Recycling and Disposal
 - 3.1 General Requirements
 - 3.2 Debris Classifications
 - 3.3 Household and Other Hazardous Wastes
 - 3.4 Human Remains
 - 3.5 Equipment Requirements
 - 3.6 Hand Loaded Vehicles
 - 3.7 Securing Debris
 - 3.8 Equipment Signage
 - 3.9 Dead Animal Carcasses
 - 3.10 Debris Load Tickets
 - 3.11 Measurement Methods
 - 3.12 Reserved
 - 3.13 Private Property Access
 - 3.14 Debris Collection Efficiency and Cleanliness
 - 3.15 Debris Removal from Drainage Systems

SCOPE OF WORK CONTINUED

3.16 Tree and Limb Removal with Specialized Equipment

3.17 Removal of Hazardous Stumps

3.18 Payment Method

4. Temporary Debris Storage and Reduction Sites (TDSRS)

4.1 General Requirements

4.2 Site Management & Supervision

4.3 Site Setup, Preparation, Closeout & Restoration

4.4 Inspection Tower

4.5 Site Operation

4.6 Household Hazardous Waste Containment

4.7 Recycling Program

4.8 Task Order Reporting

4.9 Disposal Pricing

PART 1 – PROJECT DESCRIPTION AND REQUIREMENTS

1.1 Overview

This is a contract with the City of Newport News (hereinafter referred to as the CITY) for the clearing, removal and disposal of disaster-generated debris (including hazardous waste, but excluding household putrescible garbage) from public property and public right-of-ways, in the City of Newport News, Virginia, immediately after a hurricane or other disaster. The setup and operation of temporary debris storage and reduction sites is authorized in order to facilitate disposal.

The objective of this contract is to secure the services of an experienced CONTRACTOR who is capable of efficiently clearing and 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 CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the removal of a total of one million cubic yard of debris in the CITY'S region in a maximum of 90 calendar days and complete all disposal operations within 180 calendar days.

1.2 General Requirements

The CITY will assign a Project Manager (PM) and will establish a debris management staff. The PM will be the primary point of contact for the CONTRACTOR.

The CITY intends to execute two (but reserves the right to execute more or less than two) debris removal and disposal contracts on a standby basis for the purpose of having CONTRACTORS immediately available and committed to assist the CITY in the aftermath of a major disaster. Each CONTRACTOR holding a debris removal and disposal contact will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors.

The CONTRACTOR shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in Newport News, Virginia, does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.

The CONTRACTOR must be duly licensed to perform the work in accordance with the Commonwealth of Virginia code requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what additional permits are necessary to perform under the contract, but at the minimum must obtain a business license and contractor's license, within ten (10) days after activation of the contract, and submit copies to the CITY where services are to be performed.

The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount shown in the Price Proposal Form (Attachment C). Payment will be made at the unit rates proposed. Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined at the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the AGENCIES.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

The CONTRACTOR shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

1.3 Type of Contract

The contract to be awarded will be a standby contract that will be activated only in the event of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the contract is activated whether in anticipation of a natural disaster or immediately after a natural or man-made disaster.

Potential CONTRACTORS are solely responsible for their own costs of developing the proposal associated with this contract. In addition a CONTRACTOR who receives a standby contract for the work will be required to participate in certain disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the CITY.

1.4 Jurisdictional Boundaries

The jurisdictional boundaries of the CITY are shown in Exhibit 1 to Attachment B. Temporary debris storage and reduction sites (TDSRS) and landfills within neighboring jurisdictions shall not be presumed to be available for the CONTRACTOR'S use unless so specified in task orders. The CITY will also receive, and process for payment, all invoices for services performed under the task orders or valid load tickets.

1.5 Planning Standards

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the Newport News area. The planning standards used for this project are based on the anticipated impacts of a Category 2 “wet” hurricane. However, the management of debris created by all other types of man-made and natural disasters is also included within the scope of this contract.

The area disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Newport News using a combination of municipal and contractor forces.

The CITY envisions the need for multiple contracts to carry out the debris removal and disposal work based on a Category 2 “wet” hurricane. A basic assumption of this contract is that a CONTRACTOR who is capable of managing the debris and infrastructure damage associated with a Category 2 “wet” hurricane will also be capable of coping with the damage created by other types of man-made and natural disasters. The CONTRACTOR must have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The CITY has selected a Category 2 “wet” hurricane that impacts the entire area with equal intensity as its planning standard. The worst-case debris volume anticipated from such a storm impacting the entire Newport News area (approximately 69 square miles) with equal intensity is approximately one (1) million cubic yards. For purposes of preparing this contract, this estimated volume is also anticipated to adequately cover the worst-case situation for other types of man-made and natural disasters. This estimated debris volume of one million cubic yards is a planning figure that was used in determining resource needs. It is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than one (1) million cubic yards. For the purpose of this RFP and solely for the purpose of standardizing the contents of all submittals, each CONTRACTOR shall use a planning figure of one (1) million cubic yards of debris, as the initial volume estimate for post disaster debris that could be assigned to that contractor.

The CITY’S goal is to use one or more contractors to complete the removal of one (1) million cubic yards of debris within 90 calendar days and to complete all disposal and recycling operations within 180 calendar days. This assumes that the entire Newport News area will be accessible within that period. Due to the low elevation and potential for flooding, some areas

might not be accessible for several days after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the area simultaneously immediately after a storm.

1.6 Contract Activation

When a major disaster occurs or is imminent, the CITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY and may require the CONTRACTOR to send an Operations Manager to the CITY within 24 hours to begin planning for operations and mobilization. The Notice to Proceed issued by the CITY will authorize the CONTRACTOR to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. This Notice to Proceed will also direct the CONTRACTOR to execute the required performance and payment bonds and provide the necessary estimated cost.

Specific work authorizations by the CITY will be through contract quantities. Other disaster response and recovery work may be added, such as clearing debris from draining ditches and any requirements or rates not covered by Part A of the Price Proposal Form, Exhibit C, will be negotiated using the unit prices provided in part B.

The Notice to Proceed from the CITY should be received by the CONTRACTOR within the first 24 hours following landfall of a hurricane or occurrence of other disaster. The CONTRACTOR'S Operations Manager will coordinate all activities of the CONTRACTOR within the boundaries of the CITY and with the CITY'S staff.

In accordance with Item 1.0 of Attachment C, Part A, the CONTRACTOR will complete mobilization for roadway clearing equipment within 12 hours after Notice to Proceed. The CONTRACTOR shall commence mobilization of debris removal equipment immediately upon receipt of the Notice to Proceed, meeting the following progress patterns: 36 hours-25%, 72 hours-50%, 108 hours-75%, and 144 hours-100% unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response.

Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-ways, municipal properties and facilities, and other public sites. The CONTRACTOR will be responsible for determining the method and manner of debris removal operations, consistent with this Scope of Work.

The primary plan for disposal of debris will be to deliver debris collected directly to the Bethel Landfill, located at 100 North Park Lane, Hampton, Virginia. The establishment of temporary debris storage and reduction sites (TDSRS) to assist with the management and reduction of debris may be authorized by the CITY, if necessary. The terms temporary debris storage and reduction site and debris management site (DMS) are both frequently used in the business of debris management. This contract will primarily use the term temporary debris storage and reduction site, but the terms are considered to be synonymous.

The CONTRACTOR will be responsible for the lawful disposal of all debris and debris reduction by-products generated at all temporary debris storage and reduction sites.

1.7 Operations Management

The CONTRACTOR shall assign and provide an Operations Manager (OM) to report to the CITY'S Project Manager for all contract coordination issues. The assigned OM must be knowledgeable of all facts of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangement for on-site accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the CITY'S Project Manager within one hour of notification.

The CONTRACTOR will be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

1.8 Damages to Public or Private Property

The CONTRACTOR shall be responsible for any damage to private or public property that results from his debris collection and removal activities. Disagreements will be settled through negotiations. Repair of damaged areas will be performed immediately. The affected area or item will be restored to equal or better than its original condition. The CONTRACTOR shall supply the CITY with semi-monthly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

1.9 Construction Safety and Health Standards

CONTRACTOR (including their subcontractor) personnel shall comply with SECTION 110.05, Construction Safety and Health Standards, as referenced in Attachment B. Exhibit 7.

1.10 Federal Aid Highways

The Federal Highway Administration (FHWA) may reimburse the CITY for eligible costs associated with clearing, removing and disposing of disaster related debris from Federal Aid Highways. This pertains only to the right of way on Federal Aid Highways and, within the right of way, only to the travel way, shoulders, cut and fill slopes, drainage ditches and structures. Debris that is brought to the right of way from public or private property adjoining the right of way is not eligible for FHWA reimbursement, but may be eligible for FEMA reimbursement.

Certain streets and highways within the CITY'S jurisdiction qualify as Federal Aid Highways. The loading site monitors will advise the CONTRACTOR whenever debris clearing or removal work is being performed on one of these highways. Operations on Federal Aid Highways must be clearly separated and distinguished from operations on non-federal Aid Highways when being submitted for reimbursement. The loading site monitor will prepare separate load tickets for debris clearing and removal operations on these two types of highways, and the load tickets shall be clearly marked as to first or subsequent pass and as to Federal Aid Highway or not. The CONTRACTOR will clearly separate these load tickets and all related costs when preparing requests for payment.

This process will normally pertain only to debris clearing and to the first complete pass for debris removal, and will include only that debris within the right-of-way that is eligible, as described above. Thereafter, it is assumed that additional quantities of debris, that are not eligible for FHWA reimbursements, will have been brought to the right of way and FHWA policies preclude further reimbursement consideration. Reimbursement for the cost of subsequent debris removal passes will be the responsibility of FEMA and VDEM.

PART 2 – DEBRIS CLEARANCE FROM RIGHT OF WAY AND PUBLIC PROPERTY

2.1 General Requirements

The CONTRACTOR may be tasked to assist the CITY with the initial clearing of debris from travel lanes in order to re-establish the movement of traffic. Lane clearing will normally mean simply pushing the debris off the paved surface area and onto the shoulder, sidewalk or edge of the right-of-way. Where necessary to clear intersections, driveways, fire hydrants or similar facilities. Relocation of debris to nearest available open area, not to exceed one mile, is authorized. Payment for this lane clearing work is provided under Item 1.0 of Part A of the Price Proposal Form. This clearing work, when authorized, may precede by several days or weeks the actual removal and disposal of that same debris from the right-of-way. Payment for the performance of clearing work, may therefore, be handled separately from debris removal and disposal work that is paid under Items 2.0, through 10.0 of Part A. The CITY will determine the location and quantity of lane clearing work required. In the event that the CITY determines that debris removal operations are to be done concurrently with debris clearing operations, on any particular street or highway, then payment for all work on that section of street or highway will be made under Items 2.0 through 7.0 of Part A.

2.2 Urgency

Lane clearing operations can be expected to be very urgent and of the highest priority. In order to be effective lane clearing activities must commence immediately following the Notice to Proceed and be in full operation within 12 hours. If the CITY notifies the CONTRACTOR that lane clearing assistance is required, the CONTRACTOR shall immediately determine the scope of work required, activate sufficient resources, and mobilize manpower and equipment within 12 hours. Unit prices for lane clearing tasks should reflect this anticipated urgency.

2.3 Clearing Load Tickets

The load ticket provided by Exhibit 3 of Attachment B will be used to document quantities of clearing work performed. The portion of the load ticket titled "Street/Load Origin" will be used to indicate the sections of roadway cleared and the resultant lane miles. The portions of the load ticket that pertain to debris hauling and disposal operations can be crossed out, as appropriate. Clear distinction must be provided on the load tickets regarding road name and sections cleared. Federal Aid Highways must be distinguished from non-Federal Aid Highways for purposes of reimbursement. The CITY'S loading site monitor will provide information regarding the location of any and all Federal Aid Highways.

PART 3 – DEBRIS REMOVAL, RECYCLING AND DISPOSAL

3.1 General Requirements

The work shall consist of clearing and removing disaster generated debris as directed by the CITY. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. The CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

TDSRS will be as identified for the temporary storage and reduction of vegetative and woody debris only. The CITY will identify additional TDSRS as needed.

The CONTRACTOR will operate the TDSRS (with the exception of the TDSRS operated at and by Bethel Landfill), and only CONTRACTOR vehicles and others specifically authorized by the CITY will be allowed to use the sites.

The CITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all debris from those sites daily.

The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.

All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

During the course of this contract, and once operations have commenced, the CONTRACTOR will complete all debris clearing, loading and hauling operations that have been started on any particular pass through a neighborhood.

The debris, once loaded and removed from the public right-of-way or other public property, shall remain the property of the CITY, unless otherwise negotiated by the CONTRACTOR. The CITY will provide TDSRS, to the extent they are necessary and available, for the CONTRACTOR'S use in volume reduction efforts and recycling programs. The CITY's intent is to use the Bethel Landfill in Hampton as the sole destination for all debris collected. The CITY does NOT intend to establish or use any TDSRS unless the magnitude of the damage makes such additional facilities necessary.

Work may include:

- Constructing TDSRS, as required, at locations selected or approved by the CITY.
- Loading and hauling debris from public rights-of-way and public property to the authorized disposal facilities or TDSRS (if the latter is required), and dumping.
- Managing and operating the TDSRS and loading debris reduction by-products for hauling and disposal, if TDSRS are required.
- Performing debris by-product recycling programs, as negotiated and approved by the CITY.
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.
- Providing traffic control during debris loading operations on public rights-of-way.

Trucks or equipment that are designated for use under this contract shall not be used for any other work. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated city or county during the period of this contract. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under this contract.

3.2 Debris Classifications

Curbside segregation of debris and disaster-generated or related waste may be an element of a CITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Waste and debris from hurricanes, and other major storm events, will be classified into the following seven categories with responsibility as shown:

- Household trash and putrescible garbage – continued responsibility of County/City Solid Waste Collection forces and associated contractors. CONTRACTOR may be tasked with removal and disposal of some household trash and putrescible garbage if the CITY’S solid waste collection forces become overwhelmed. (Part B. Hourly Prices will apply).
- Leaves and lawn litter, placed in clear plastic bags, placed by curb or shoulder of road – CONTRACTOR responsibility for removal and disposal. CONTRACTOR will not commingle CITY plastic bags with the loose vegetative debris; they are to be collected separately to facilitate recycling.
- Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder. This includes logs, stumps, root balls, hanging limbs, and leaning or damaged trees that may be removed and placed by curb or road shoulder for collection. Any reduction of size of woody debris to make suitable for chipping, grinding or burning is part of CONTRACTOR responsibility for removal and disposal.
- Construction and demolition (C&D) debris, furniture, furnishings, etc., suitable for being land filled or recycled, stacked by curb or shoulder, not transported to TDSRS – this is part of CONTRACTOR responsibility for removal and disposal.
- White goods such as refrigerators, freezers, stoves, etc. placed at curb or shoulder, not transported to TDSRS – CONTRACTOR responsible for removal and recycling and with the extraction of and disposal of CFC’s in accordance with applicable regulations.
- Household Hazardous Waste (HHW), separated from all other types of waste and debris, placed at curb or road shoulder – CONTRACTOR responsibility for removal.
- Dead Animal Carcass – CONTRACTOR responsibility for collection, removal and disposal.

The above categories of responsibility include the opportunity for ownership, pending negotiations, and upon collection and removal, this debris may be available for recycling and sale by the CITY or CONTRACTOR.

Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the CONTRACTOR of his/her curbside separation responsibilities.

3.3 Household and Other Hazardous Wastes

Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the CONTRACTOR. HHW drop-off

locations will be designated for use by the CITY. The following items are considered HHW for the purpose of this contract:

- Cleaning Products
- Batteries
- Workshop/Painting Supplies
- Aerosol spray cans
- Indoor Pesticides
- Lawn and Garden Products
- Automotive Products
- Fluorescent light bulbs
- Propane tanks and other compressed gas cylinders
- Flammable Products

The CONTRACTOR will set up a lined containment area and separate any HHW inadvertently delivered to a TDSRS. (Reference Section 4.6)

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the CONTRACTOR. The responsibility for management of debris created by other man-made and natural disasters will be the same as for hurricanes, however, the quantities and the mixture of debris categories could be substantially changed.

3.4 Human Remains

If suspected human remains (defined as dead bodies, tissue and/or teeth and bones) are found during the debris removal process, the CONTRACTOR shall immediately stop all operations in the area where the remains were found and shall notify a CITY representative. The CITY shall notify the local police department of the situation and shall coordinate any required actions by the CONTRACTOR in response to police department direction. The police, with support of the medical examiner, if necessary, will properly document the situation and collect the remains and other items deemed appropriate. Operations may resume once the police notify the CITY that the site has been cleared.

3.5 Equipment Requirements

All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and trailers used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications.

- Fencing must be permanently attached to one side of the truck bed.
- After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
- Fencing must extend to the bottom of the bed.
- After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
- Solid iron metal bars must be secured to both sides of the fencing.

Trucks that do not comply with these conditions will not be approved for use.

The CONTRACTOR shall submit to the CITY certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR and approved by the CITY. Maximum volumes may be rounded to the *nearest* cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The CITY reserves the right to re-measure trucks at any time to verify reported capacity.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate, as described above. Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All tailgates and extensions to the bed are subject to acceptance or rejection by the CITY'S inspector.

3.6 Hand Loaded Vehicles and Trailers

Hand loaded vehicles and trailers are not authorized.

3.7 Securing Debris

The CONTRACTOR shall be responsible for property and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills. The overall maximum heights of hauling equipment, including sideboards and debris, shall be no greater than 13 feet 6 inches, or as approved by the CITY. The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. The CONTRACTOR must also verify the clearance of bridges and overpasses on all routes to be used; however, any such structure, with clearance less than 13 feet 6 inches should be placarded showing the reduced

clearance. Maximum width of a truck should be no greater than 8'6" wide. The CONTRACTOR is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

3.8 Equipment Signage

Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3" in height.

If a paperless load ticket system is used, signage to reflect required vehicle information shall be used.

3.9 Dead Animal Carcasses

The CONTRACTOR shall collect all dead animal carcasses separately for transport to an authorized landfill or incinerator. Dead animal carcass shall be defined for the purposes of this contract as farm animals, such as cows, hogs, horses, chickens, turkeys, deer, etc. Household pets shall be collected and disposed by the CITY'S animal control centers.

Payment for dead animal carcasses hauled to an authorized landfill or incinerator will be based on the weight of the carcasses hauled in ton-miles, recorded on an approved load ticket. Ton-miles are calculated as the weight of the carcasses in tons multiplied by the number of one-way miles traveled for disposal. Payment will be made against the CONTRACTOR'S invoice once site monitor and contractor load tickets and/or scale tickets match.

3.10 Debris Load Tickets

Payment for debris hauled will be based on the quantity of debris hauled by FEMA-certified truck and the distance the debris was hauled. The quantity may be measured in cubic yards or in tons, depending upon its delivery destination as outlined below.

- a. "Clean" vegetative debris will be hauled to a TDSRS. In this case, the amount of debris will be assessed in cubic yards by a debris monitor at the TDSRS "tower" and recorded on the load ticket.
- b. Mixed or commingled debris, or debris that cannot be reduced will be hauled directly to the landfill. In this case, the amount of debris will be weighed on the landfill scales, and the landfill will subsequently produce a weight ticket. A debris monitor at the landfill scales will verify the truck via the load ticket that was created at the collection site and then attach the scalehouse weight ticket to the load ticket.

In either of the above cases, the debris hauled to a landfill or TDSRS will require a validated load ticket approved by the CITY. Debris monitors designated by the CITY will validate the

loads and *will be the final authority* for load validation. The debris monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Payment will be made against the CONTRACTOR'S invoice once the CITY's debris monitor load tickets and CONTRACTOR load tickets match. A sample debris load ticket is provided by Exhibit 3 of Attachment B. The load ticket will include an original and three copies.

Any alternative debris load ticket proposed for use by the CONTRACTOR must be approved by the CITY in advance of any disaster and contract activation and must contain, as a minimum, all information shown on the sample provided by Exhibit 3. In addition to the types of information commonly required on load tickets, attention shall be paid to ensure that substitute load tickets contain the following special provisions required for reimbursement processing:

- Specific description of loading site location including street name and section.
- Identification of time that truck departs loading site and time of arrival at TDSRS.
- Identification of haul distance from loading site to delivery site in straight-line miles.
- Identification of actual haul distance from TDSRS to disposal/recycling facility, on route approved by CITY.
- All entries will be printed legibly and all blank spaces will be filled in.

An alternative paperless load ticket data processing system may also be employed by the CITY'S debris monitors and may be required to be used by the CONTRACTOR.

A special load ticket has been developed for hauling large stumps that are over 24 inches in diameter (measured two feet above the original ground level) and that require specialized equipment for handling. This additional load ticket is described in Section 3.17 and is provided by Exhibit 3b of Attachment B.

The CITY'S TDSRS monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract the CITY monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions from a 100% full load that can be expected, see the diagrams provided in Exhibit 5 to Attachment B.

3.11 Measurement Methods

The quantity of debris hauled will be measured based on weight or volume. If delivered directly to a landfill, it will be based on weight (tons). If delivered to a TDSRS, it will be based on estimated volume (cubic yards).

- a. "Clean" vegetative debris will be hauled to a TDSRS. In this case, the amount of debris will be assessed in cubic yards by a debris monitor at the TDSRS "tower" and recorded on the load ticket.
- b. Mixed or commingled debris, or debris that cannot be reduced will be hauled directly to the landfill. In this case, the amount of debris will be weighed on the landfill scales, and the landfill will subsequently produce a weight ticket. A debris monitor at the landfill scales will verify the truck via the load ticket that was created at the collection site and then attach this weight ticket to the load ticket.

3.12 Reserved

3.13 Private Property Access

The CONTRACTOR is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or rights-of-way. For such situations a sample Right of Entry Agreement Form is provided as Exhibit 6 to Attachment B. The original Right of Entry Agreement is retained in the CITY'S files and copies are provided to the CONTRACTOR and the property owner. If circumstances make removal of debris from private property necessary or beneficial a change to the scope of work will be negotiated.

3.14 Debris Collection Efficiency and Cleanliness

The CONTRACTOR is responsible for collecting and removing, from public rights-of-way and public property, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into plastic bags. The CONTRACTOR will collect and remove all debris existing on a street during each pass, including plastic bags of debris collected by homeowners, and not leave any debris for subsequent passes. This does not preclude the CONTRACTOR from using separate vehicles and crews to: separate plastic bags from other vegetative debris; collecting C&D debris; collecting recyclable timber or from hauling stumps with root balls. The CONTRACTOR will organize his equipment and crews so that all types of debris are collected within any one pass.

3.15 Debris Removal from Drainage Systems

The CONTRACTOR may be required to clear debris from various ditches, canals, streams, lakes, reservoirs, structures and other drainage system components. This clearing may require

either hauling or disposal on site, as directed by the CITY. The CITY will develop a detailed scope of work for each system component including: description of debris to be removed including sizes and numbers of trees, locations, photographs, access points and similar information. The CONTRACTOR will submit lump sum cost estimates for each location with unit pricing taken from Part B of the Price Proposal Form.

3.16 Tree and Limb Removal with Specialized Equipment

The CONTRACTOR may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the CITY and direction to proceed and pricing will be handled in a similar manner as Debris Removal from Drainage Systems. The CITY will provide detailed scope of work including a description of the trees or limbs to be removed and the CONTRACTOR will provide a lump sum cost estimate based upon unit prices from Items 14.0 through 26.0 of Part A of the Price Proposal Form. Any deviation from these unit prices will be the subject of negotiations.

3.17 Removal of Hazardous Stumps

Stumps that are deemed hazardous but not qualifying for extraction under FEMA guidelines will be designated by the City for cut and removal as debris.” Generally, the CONTRACTOR may be required to extract, load, haul and dump hazardous stumps that are 50% or more uprooted, that are greater than 24” in diameter measured 24” above the ground and that are located on public property or on the right of way, but questionable stumps should be brought to the attention of the Debris Monitor for proper categorization. Grinding and digging may be authorized and the hole will need to be backfilled with compacted topsoil. The determination of the existence of a hazardous situation is the responsibility of the CITY. Direction to proceed and pricing will be handled similar to Debris Removal from Drainage Systems and Tree & Limb Removal. The CITY will obtain the necessary concurrence from the regulatory authorities involved and will provide a detailed scope of work including a description of the stumps to be removed. The stumps will be uniquely tagged and will be tracked separately from all other stumps. The CONTRACTOR will provide a lump sum cost estimate based upon the unit prices from Items 11.0 through 13.0 of Part A of the Price Proposal Form. These unit prices will include all loading, hauling and dumping costs as well as grinding, digging and backfilling costs. Any deviation from these unit prices will be the subject of negotiations.

Hazardous stumps that have been approved for payment under Items 11.0 through 13.0 will be considered to have met the FEMA eligibility criteria, will be loaded on separate vehicles, will be listed on a separate Stump Load Ticket and will be tracked separately from all other stumps.

Mechanical removal of stumps with less than 50% of the root ball exposed or when still upright, may not be considered hazardous by the regulatory agencies and reimbursement for the cost of extraction may not be eligible. In this case, the CITY may choose to direct the CONTRACTOR to cut these stumps flush at ground level and dispose of the cut off portion as regular debris. The loading, hauling and dumping of these stumps, as well as stumps and root balls that are 24” or less in diameter measured 24” above the ground, and stumps brought to the right-of-way by private property owners shall be paid as regular debris using Items 2.0 through 10.0 of Part A of the Price Proposal Form.

The CONTRACTOR has an option regarding the removal of ineligible stumps. Under the first option, the CONTRACTOR can mix any stumps less than 24” in diameter with the regular debris and load, haul and dump the mixture as regular debris and be paid using Items 2.0 through 10.0. Under this option, the cubic yards to be used in calculating payment will be the actual truck measured load, not any volume derived by use of the conversion table. The CONTRACTOR’S other option, assuming the stumps are larger than 24” in diameter measured 24” above the ground, and assuming that specialized equipment will be required for handling, is to load, haul and dump the stumps separately from all regular debris, and be paid using Items 2.0 through 10.0 after conversion of the stumps into equivalent cubic yards using the Exhibit 4 conversion table.

Under the second option the loading site monitors will use the Stump Load Ticket, provided in Exhibit 3b to Attachment B. to document the location and description of each stump and root ball. The standard load ticket provided in Exhibit 3a will not be used for loading, hauling and dumping hazardous stumps that require a cubic yard conversion. The debris monitor will verify the number and size of stumps shown on the load ticket, will convert to equivalent cubic yards using the table provided in Exhibit 4, and will record the volume for each stump in the “Stump Diameter” box along with the diameter of the stump (e.g. 27” / 5.2 cy) The conversion to equivalent cubic yards of stumps and root balls will be used to calculate costs under Items 2.0 through 10.0 as well as Items 11.0 through 13.0. Although the process of making the conversion to equivalent cubic yards will be the same, all stumps and root balls that are approved as meeting FEMA eligibility criteria for payment under Items 11.0 through 13.0, as discussed earlier, shall be listed on a separate Exhibit 3b Stump Load Ticket and shall be hauled in separate vehicles.

3.18 Payment Method

When the CONTRACTOR is tasked to perform work that is not compensated under Items 1.0 through 10.0 of Part A of the Price Proposal Form, the CITY will issue a task order detailing the specifics of this additional work. This will pertain to such situations as described above for: removal of debris from drainage systems; removal of hazardous standing trees and hanging branches; and digging up stumps and rootballs. In each situation the CONTRACTOR and CITY representatives will visit the site in advance of performing any work; will identify the scope of work involved; will negotiate lump-sum, or not to exceed, prices based upon the Part A and Part B unit prices provided in the Price Proposal Form; and will agree to a time schedule and any

other conditions of performance. A copy of the resulting task order issued by the CITY will be submitted by the CONTRACTOR when requesting payment. In these tasks are performed as described in this paragraph, a load ticket MUST accompany the hauling of debris to the disposal site or TDSRS.

PART 4 – TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

4.1 General Requirements

The primary plan for disposal of debris will be to deliver collected debris directly to the Bethel Landfill, located at 100 North Park Lane, Hampton, Virginia. The establishment of temporary debris storage and reduction sites (TDSRS) to assist with the management and reduction of debris may be authorized by the CITY, if necessary. A TDSRS may be established by Bethel Landfill adjacent to Bethel Landfil, and this TDSRS would be operated under the authority of Bethel Landfill.

The CONTRACTOR shall use only temporary debris storage and reduction sites (TDSRS) designated by the CITY Project Manager. The CONTRACTOR shall not assume that TDSRS and landfills, located outside of the jurisdictional boundaries of the CITY, are available to the CONTRACTOR unless so specified in the task order.

Except at the TDSRS at Bethel Landfill, the TDSRS Foreman is appointed by the CONTRACTOR. The TDSRS Foreman shall direct all dumping operations, and will coordinate removal of debris and reduction by-products to State approved landfills for subsequent disposal, or to recycling processors selected by the CONTRACTOR and approved by the CITY.

Except at the TDSRS at Bethel Landfill, the CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. Current MUTCD and 2003 Virginia Work Area Protection Manual requirements shall apply.

4.2 Site Management and Supervision

TDSRS Foreman

The TDSRS Foreman, provided by the CONTRACTOR, is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. The TDSRS Foreman will coordinate directly with the CITY'S Site Debris Monitor.

The TDSRS Foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the CONTRACTOR'S Operations Manager for further delivery to the CITY'S Project Manager.

TDSRS Management Plan

Once the CITY identifies the TDSRS, the CONTRACTOR will provide a Site Management Plan. (This would not apply to the TDSRS established adjacent to Bethel Landfill.) Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and dress the following functions:

- ❖ Access to site
- ❖ Site preparation – clearing, erosion, and grading
- ❖ Traffic control procedures
- ❖ Safety
- ❖ Segregation of debris
- ❖ Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- ❖ Location of grinding operations (if required)
- ❖ Location of existing structures or sensitive areas requiring protection

A copy of the approved Site Management Plan shall be kept readily available at the TDSRS for review by all inspection personnel.

4.3 Site Setup, Preparation, Closeout and Restoration

The CITY will approve the location of all TDSRS within its jurisdiction. The CITY'S Project Manager must approve site improvements before work begins. Any costs, other than those in the Price Proposal Form, that might have been negotiated under a Task Order shall be documented for payment.

Site setup/preparation and site closeout/restoration shall be compensated on a negotiated, lump sum, basis using the hourly rates provided in the Price Proposal Form, Part B. Site setup/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, sod replacement, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition.

Time and materials contracts may be allowed for limited site setup/preparation work that is necessary immediately after the disaster has occurred, when a clear scope of work cannot be developed, and prior to negotiation of all remaining site work. A cost ceiling or "not to exceed" provision, and a work duration not to exceed 70 hours, will be included in any time and materials

phase of the recovery contract work.

Additional guidance on the procedures for TDSRS setup, operation and closeout are provided in Exhibit 7 to Attachment B. This exhibit includes subsections regarding:

- TDSRS Setup, Operation and Closeout Guidelines
- Burning and Grinding Operations
- Environmental Checklist for Air Curtain Pit Burners

TDSRS operations and material processing shall be compensated in accordance with the unit prices provided in the Price Proposal Form, Part A. The CONTRACTOR shall provide equipment, operators, and laborers for TDSRS operations as specified by task order. Unit prices provided in the Price Proposal Form, Part B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator unless costs are identified separately in the task order.

All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.

4.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each TDSRS, other than the TDSRS at Bethel Landfill, where the quantities are measured by volume. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall be a minimum of 7' above the floor. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the CITY but will, as a minimum, provide the same dimensions and safety considerations.

The TDSRS, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria. Applicable Site Applicant/Contractor Safety Audit Form is attached as Exhibit 9, Attachment B.

4.5 Site Operations

The work shall consist of managing the operations of a TDSRS, other than the TDSRS at Bethel Landfill, and performing debris reduction by grinding of storm generated debris as directed by RFP#2009-4847-0805

the CITY'S Project Manager, and/or recycling of marketable material by the CONTRACTOR as approved by the CITY.

The CITY'S plan to use only vegetative TDSRS that will be devoted to the reduction of clean woody debris by grinding, if the disaster is related to a hurricane or other major storm event.

Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to authorized landfills.

The establishment of C&D TDSRS, to operate as transfer points, will be authorized if the situation involves other types of man-made or natural disasters with greater volumes of C&D debris.

4.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Storage and Reduction Site (TDSRS), other than the TDSRS at Bethel Landfill, or as directed by the CITY. This containment area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

4.7 Recycling Program

Recycling of construction and demolition (C&D) debris, through material salvage, and recycling of clean, woody debris by mulching and composting is within the mission of the CITY and will be pursued to the extent practicable. In the process of assigning the CONTRACTORS to use specific disposal locations, the CITY will consider the recycling programs that are in use at the available landfills.

Recycling of debris removed by the CONTRACTOR is encouraged. Pending negotiation with the CITY, the CONTRACTOR may be able to assume full or partial ownership of the debris upon collection and removal from rights-of-way and public property. This will depend upon the terms of the CITY'S participation in the FEMA Pilot Program on recycling. The following conditions will apply:

1. All clean woody debris collected in the northern half of the city will be delivered to the Denbigh Compost Facility. Delivery to the Denbigh Compost Facility will occur until the woody debris reaches the maximum capacity of the Denbigh Dropoff Facility. This will allow the fuel costs for the CONTRACTOR to be reduced, and it will allow a quicker turnaround time for the CONTRACTOR to return to debris collection areas. Further, it will allow the CITY to meet its State Recycling mandate of 25%.
2. The TDSRS, other than the TDSRS at Bethel Landfill, may be available for use by the CONTRACTOR in the recycling efforts. However, the availability and environmental permitting will not be extended for those TDSRS beyond that required for normal debris reduction and disposal activities.
3. The overall cost to the CITY will not be increased as a result of the CONTRACTOR'S recycling program and some decrease is anticipated and will be the subject of negotiations.

4.8 Task Order Reporting

When performing a task order using Part B Hourly Prices, the CONTRACTOR shall submit a report to both the CITY'S Project Manager & Debris Monitor by 11:00 a.m. each business day, for the previous day's work for the term of the task order. A sample task order is provided by Exhibit 2 to Attachment B. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Task Order Number
- Daily and cumulative hours for each piece of equipment, if appropriate
- Daily and cumulative hours for personnel, by position, if appropriate
- Volume of debris handled
- Volume of debris recycled

Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

4.9 Disposal Pricing

The CITY will be responsible for all tipping fees at the authorized landfill. The CITY will be responsible for tipping fees at the Bethel Landfill TDSRS. Debris delivered to a TDSRS other than the Bethel Landfill (and only when specifically authorized by the CITY) will be paid based

on the price per cubic yard for unreduced debris and the distance hauled, in straight line miles, according to Items 2.0 through 10.0 of Part A of the Price Proposal Form. Reduced debris delivered from a TDSRS to an authorized landfill will be paid based on the price per unit weight for reduced debris, according to the Part A, Price Proposal Form, Items 30.0 through 31.0.

ATTACHMENT B
TABLE OF EXHIBITS

EXHIBIT

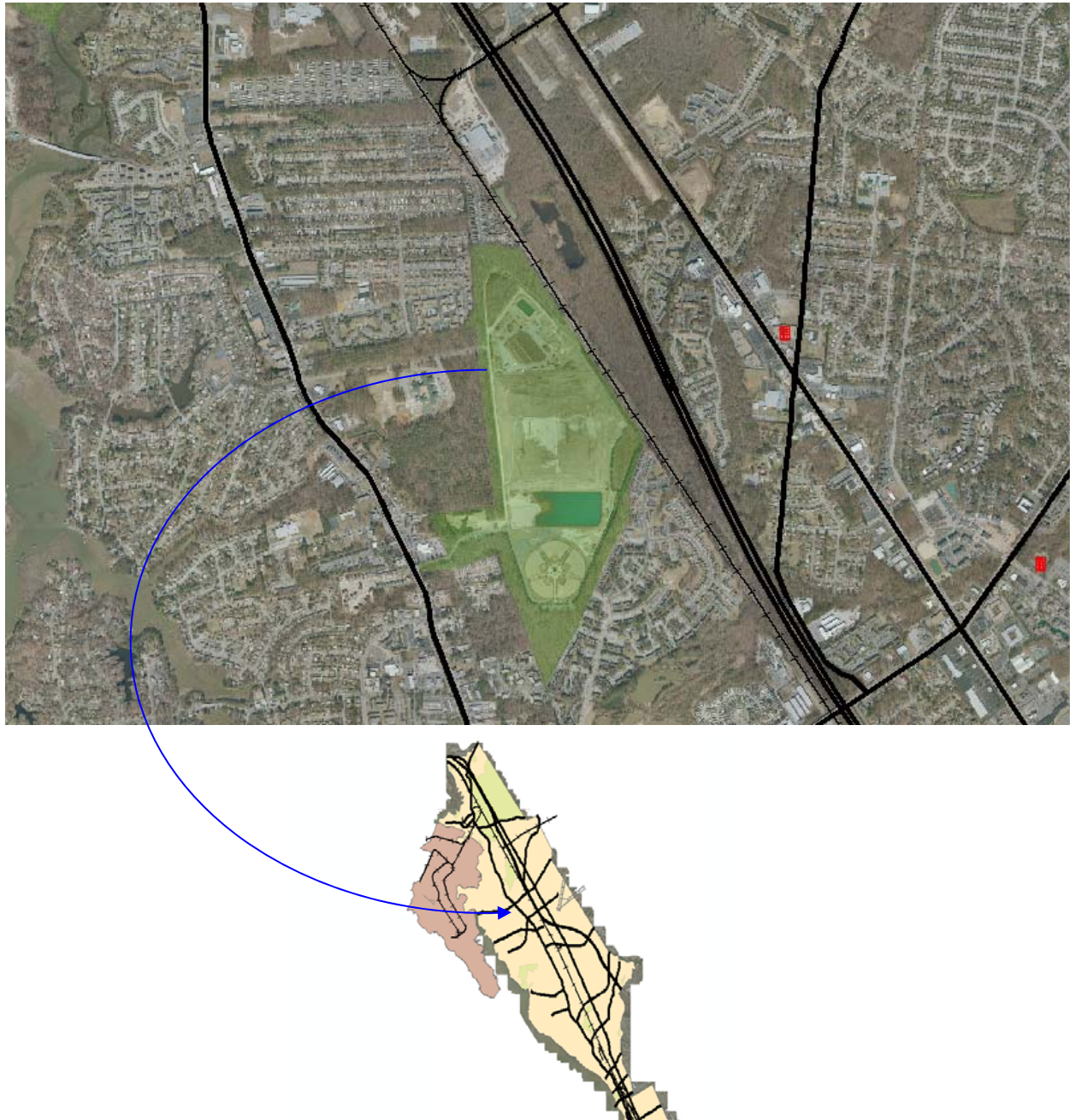
1. Maps
 - a. Geographic Location of City of Newport News
 - b. HazMat Containment Area
 - c. Haul Distance Maps
 - (1) Bethel Landfill
 - (2) Charles City Landfill
 - (3) Riverview Park
2. Task Order
3. Load Ticket
 - a. Routine Load Ticket
 - b. Hazardous Stump Load Ticket
4. Stump Conversion Table (Diameter to Cubic Yards)
5. Truck Load Reductions
6. Right of Entry Agreements
7. Construction Safety and Health Standards
8. Temporary Debris Storage and Reduction Site Setup, Operation and Closeout Guide
9. Temporary Debris Storage and Reduction Site Safety Audit Form

EXHIBIT 1

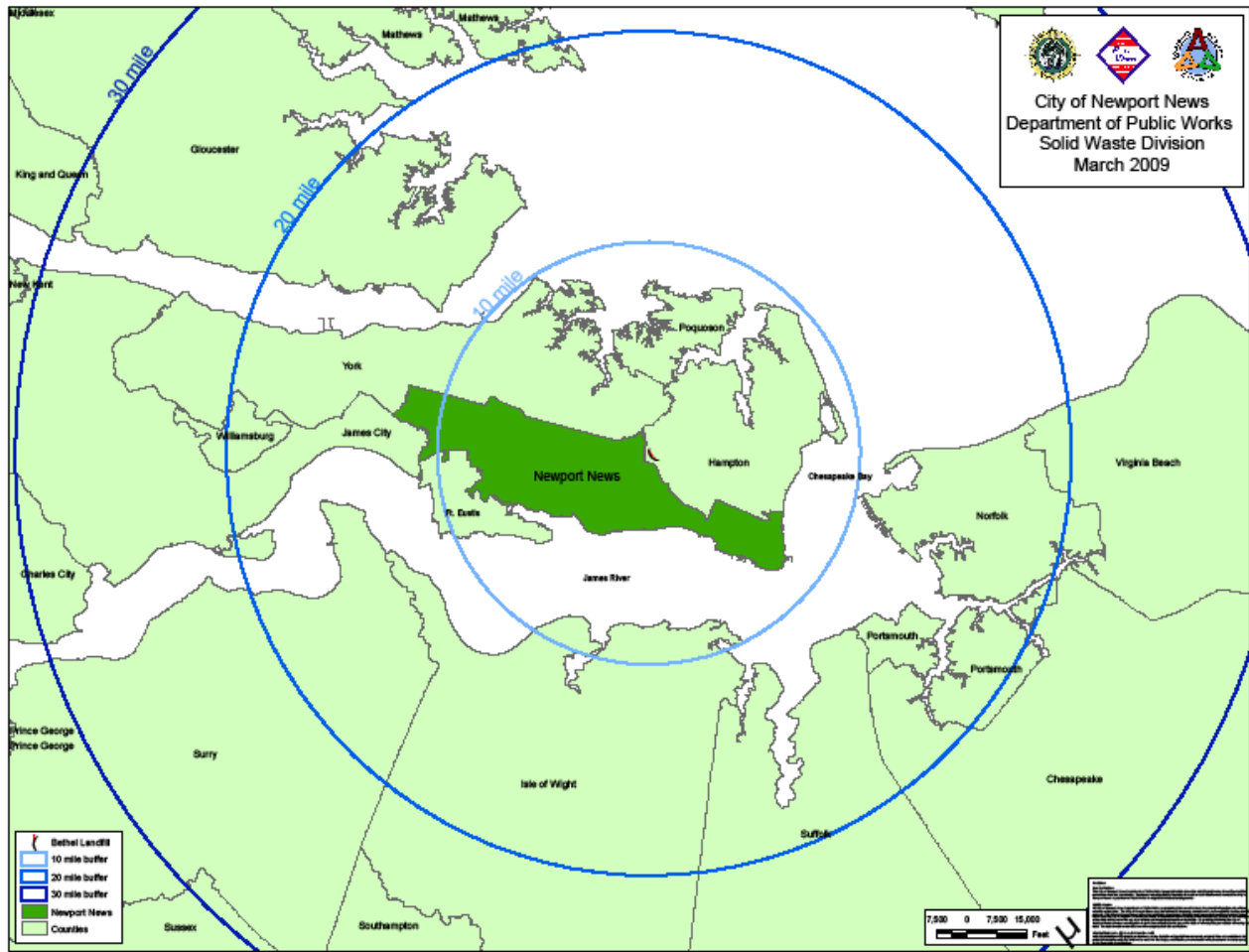
MAPS

Hazardous Material (HAZ MAT) Containment Area

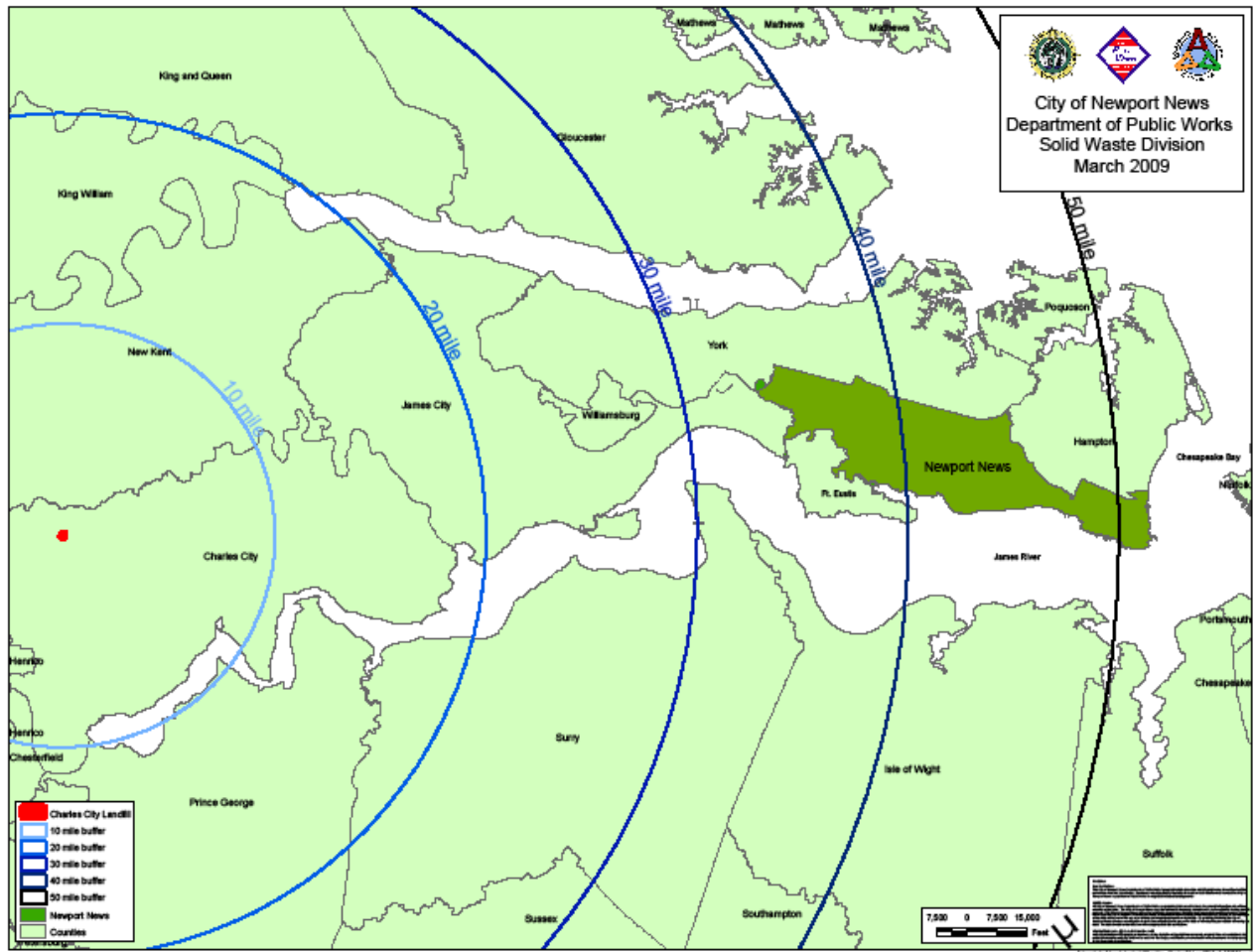
POST STORM DEBRIS MANAGEMENT
550 Atkinson Way
Newport News, Virginia



Haul Distance Map – Newport News to Bethel Landfill



Haul Distance Map – Newport News to Charles City Landfill



Haul Distance Map – Newport News to Riverview Park (TDSRS)

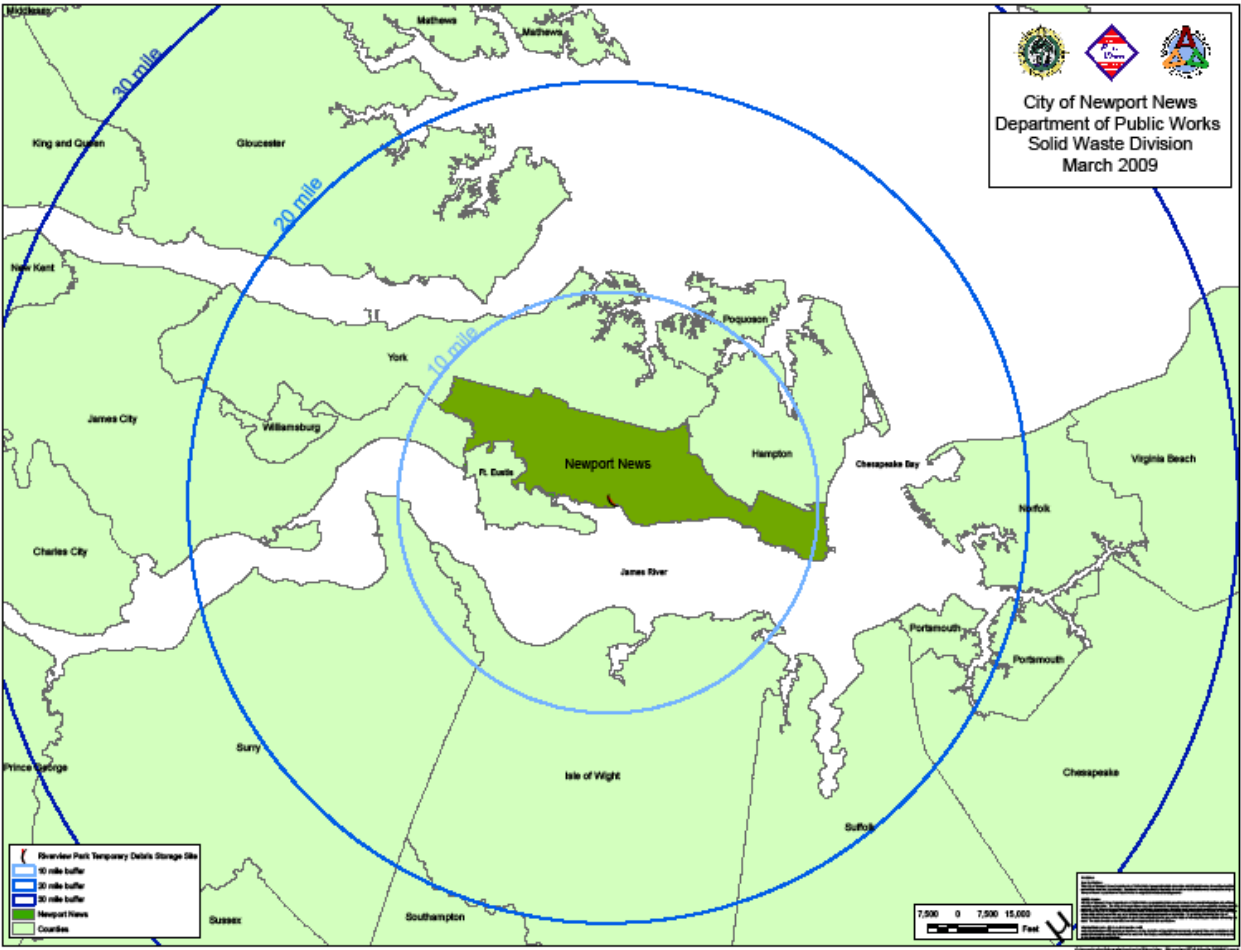


EXHIBIT 2
SAMPLE TASK ORDER

**SAMPLE
TASK ORDER**

TO _____
Task Order No.

In accordance with _____ (Contractor) contract, with the _____ Agreement No. _____ for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the _____ hereby requests and authorizes the service to be performed on the project as described below:

Project: _____

Specific Work to be Performed:

Duration of Work (Include Start Date, End Date and Total Calendar Days):

Method of Payments:

Contractor Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Estimated Cost of This Task Order: \$ _____

AUTHORITY/AGENCY USE ONLY

Monitor: _____ Date: _____

Director: _____ Date: _____
Vendor No.: _____ Account No.: _____ Project: _____
Purchasing: _____ Budget: _____ Accounting: _____

EXHIBIT 3
SAMPLE DEBRIS LOAD TICKETS


		LOAD TICKET	
		#	
Applicant:		Disaster #	
Program:		Contractor:	
Truck # :		Truck Capacity:	
House # :	Street / Load Origin:	Zone #:	
Debris Classification:			
<input type="checkbox"/> Vegetative/Woody		<input type="checkbox"/> Mixed	
<input type="checkbox"/> Construction & Demolition		<input type="checkbox"/> White Goods	
<input type="checkbox"/> Household Hazardous Waste		<input type="checkbox"/> Animal Carcasses	
<input type="checkbox"/> Hazardous Materials / Toxic		<input type="checkbox"/> Other: _____	
Driver's Name:		Odometer:	
Loading Time:		Loading Date:	
Monitor Name (print):		I.D. #	
=====		=====	
TDSRS / Disposal Site Location:		Odometer:	
Load Call (%):		Weight (tons):	
Disposal Time:		Disposal Date:	
Monitor Name (print):		I.D. #	
Contractor Name (print):		I.D. #	
Notes:			
<small>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</small>			
<small>©2008 Beck Disaster Recovery, Inc. All Rights Reserved</small>			

EXHIBIT 4

SAMPLE STUMP CONVERSION TABLE

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

EXHIBIT 5

TRUCK LOAD REDUCTIONS

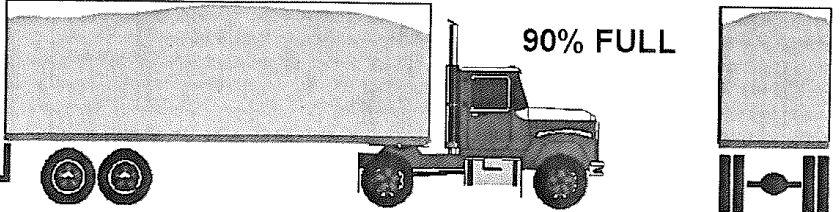
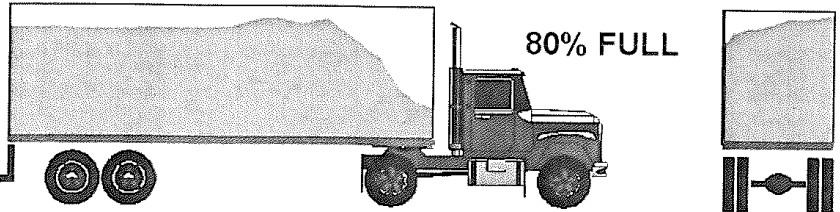
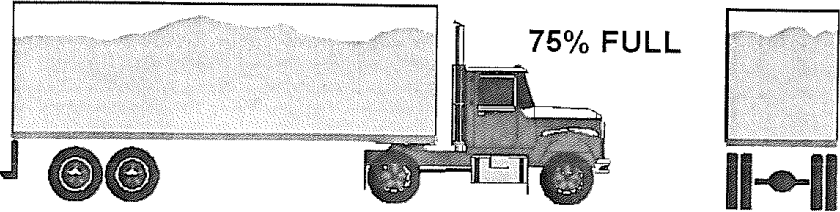
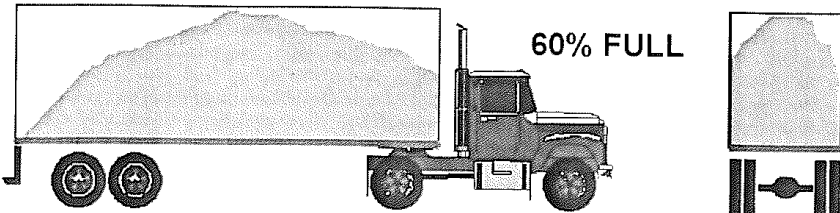


EXHIBIT 6

RIGHT OF WAY ENTRY AGREEMENT

Right of Entry Agreement

I/We _____, the owner(s) of the property commonly _____ identified _____ as _____ (street) _____, State of _____ (city/town) _____ (county)

do hereby grant and give freely and without coercion, the right of access and entry to said property in the County/City of _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City/County of _____, State of _____, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have _____, have not _____) (will _____, will not _____) received any compensation for debris removal from any other source including SBA, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this _____ day of _____, 20__.

Witness

Owner

Owner

Telephone Number and Address

EXHIBIT 7

CONSTRUCTION SAFETY AND HEALTH STANDARDS

**Construction Safety & Health Standards
Amendment to the Road & Bridge Specifications
(Version: 2002 Section 110.05)**

SECTION 110.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS of the Specifications is amended to add the following paragraph: (c110d0b-0103)
Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations:

1. Hard hats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction.
2. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls.
3. Adequate eye protection shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy.
4. Safety vest shall be worn by all exposed to vehicular traffic and construction equipment.
5. Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing, and removing traffic controls.
6. Flag persons shall be certified according to the Virginia Flagger Certification Program.
7. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking.
8. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia State Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All Federal, State and local regulations pertaining to explosives shall be strictly followed.
9. All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Virginia Occupational Safety and Health agency (VOSH). If extension cords are used, they shall be free of defects and designed for their environment and intended use.

EXHIBIT 8

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SETUP, OPERATION and CLOSURE

Temporary Debris Storage and Reduction Site (TDSRS) Setup, Operation and Closeout Guidelines

Temporary Debris Storage and Reduction Site (TDSRS) Setup

The topography and soil/substrate conditions shall be evaluated to determine best site layout. When planning site preparation, the CONTRACTOR shall incorporate restoration measures. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist shall be used to evaluate a site before the CONTRACTOR begins operations and used during and after to ensure that site conditions are properly documented.

TDSRS Baseline Data Checklist. As directed by the CITY, the CONTRACTOR may be required to:

Before activities begin:

- Take ground or aerial video/photographs.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples, **if required.**
- Take random groundwater samples, **if required.**
- Take water samples from existing wells, **if required.**
- Check the site for volatile organic compounds, **if required.**
- Comply with all Federal, State and Local permit conditions, as applicable.

After Activities begin:

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas.
- Maintain construction entrance.
- Perform dust control, if required.

Progressive updates:

- Update videos/photographs.
- Update maps/sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

TDSRS Operations

Lined temporary storage areas shall be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners shall be placed under stationary equipment such as generators and mobile lighting plants with addition of a six-inch sand layer or other absorbent material. These actions shall be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair shall be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

The CONTRACTOR shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

The CONTRACTOR shall consider on-site traffic patterns and segregate materials based on planned volume reduction methods and approved material recycling programs.

Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal/disposal shall be viewed as a multi-staged operation with continuous volume reduction. There shall be no significant accumulation of debris at a TDSRS. Instead, debris shall be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill.

The CONTRACTOR shall advise the CITY of all recycling plans that involve use of a TDSRS. Any marketable materials such as: timber suitable for lumber and chips/mulch suitable for boiler fuel or landscaping will be controlled separately from all reduced debris that will be hauled to a landfill. Such recycling products will be measured in quantity and reported to the CITY.

Operating hours will be from 7:00AM to 7:00PM daily.

TDSRS Closeout Inspection

Each site shall be eventually emptied of all material and be restored to its previous condition and use unless otherwise agreed upon. The CONTRACTOR is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. Appropriate CITY inspectors will monitor all closeout activities to ensure that the CONTRACTOR complies with this Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDSRS operation.

TDSRS Closeout Planning

The CONTRACTOR must assure the CITY that all TDSRS are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

TDSRS Remediation

During the debris removal process and after the material has been removed from each of the TDSRS, environmental monitoring is required to close each of the sites. This is to ensure that no long-term environmental contamination remains on the site. The monitoring shall be done on three different media: ash, soil, and groundwater.

- **Ash:** The monitoring of the ash shall consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil:** Monitoring of the soils shall be by portable inspection methods to determine if any of the spoils are contaminated by volatile hydrocarbons. The CONTRACTOR is required to perform this inspection if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring shall be performed after the stockpiles are removed from the site.
- **Ground Water:** The monitoring of the groundwater shall be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

TDSRS Closeout Coordination

The CONTRACTOR shall coordinate the following closeout requirements through the CITY staff:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation.
- Establish an independent testing and monitoring program. The CONTRACTOR is responsible for environmental restoration of both public and leased sites. The CONTRACTOR shall also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate CONTRACTOR closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

Temporary Debris Storage and Reduction Site (TDSRS) Closure Checklist

- ❑ Site number and location
- ❑ Date closure complete
- ❑ Household hazardous waste removed
- ❑ CONTRACTOR equipment and temporary structures removed
- ❑ CONTRACTOR petroleum spills remediated
- ❑ Ash piles removed
- ❑ Comparison of baseline information to conditions after the CONTRACTOR has vacated the temporary site
- ❑ Appendices
 - Closure documents
 - Contracting status reports
 - Contract
 - Testing results
 - Correspondence
 - Narrative responses

Establishing Temporary Debris Storage and Reduction Site (TDSRS) For **Grinding Operations**

General

When preparing temporary facilities for handling debris resulting from the clean up efforts due to hurricane or other natural or man-made disaster damage, the following guidelines shall be considered when establishing TDSRS Grinding Operations.

These guidelines apply only to sites for grinding vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements shall be made to screen out unsuitable materials.

The two methods of reducing vegetative and land clearing storm debris is “chipping/grinding” for use in landscape mulch, compost preparation, and industrial boiler fuel or using an “air curtain burner (ACB)”, with the resulting ash being land applied as a liming agent, incorporated into a finished compost product, or being land filled.

Chipping and Grinding TDSRS

Locating TDSRS for chipping/grinding of vegetative and land clearing debris requires a detailed evaluation of potential sites and possible revisits at future dates to determine if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating A SITE FOR “chipping/grinding” and are considered “minimum standards” for selecting a site for use:

1. Sites shall be located outside of identifiable or known flood plain and flood prone areas; consult the Flood Insurance Rate Map for the location in the city/county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Storage areas for incoming debris and processed material shall be at a minimum 100 feet from all surface waters of the state” includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings/structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.

4. Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
5. Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trainers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.
7. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
8. Sites shall be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes shall be installed as soon as possible for access control. Sites shall have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary and/or secondary roads to the site.
9. When possible, signs shall be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an after hours emergency.
10. Grinding of clean wood waste such as pallets and segregated non-painted/non-treated dimensional lumber is permitted.
11. Final written approval is required from the CITY to consider any TDSRS to be closed. Closure of TDSRS shall be within 60 days of removal of last load of debris or reduction products.

If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the closure and restoration guidelines for TDSRS.

EXHIBIT 9

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SAFETY AUDIT FORM



**Federal Emergency Management Agency
Office of Occupational Safety & Health**

DEBRIS SITE APPLICANT / CONTRACTOR SAFETY AUDIT FORM

LOCATION:		DISASTER NO:	
APPLICANT:		PHONE NO:	
CONTRACTOR:		PHONE NO:	
INSPECTED BY:		DATE:	

INSPECTION TOWER CONSTRUCTION & SAFETY		Yes	No
Structural Integrity	Are towers constructed using sound construction materials and accepted engineering practices?	<input type="checkbox"/>	<input type="checkbox"/>
Inspection Tower Construction Specifications	<p>Recommended specifications for debris site inspection towers are as follows: FEMA Debris Manual – Appendix H "Scope of Work (Example) Site Management for Debris Reduction" 10.6 Inspection Tower.</p> <p>The contractor shall construct an inspection tower. The tower shall be constructed using pressure treated wood.</p> <p>The floor elevation of the tower shall be 10 foot above the existing ground elevation.</p> <p>The floor area shall be 8' by 8', constructed of 2"x 8" joists, 16" o.c. with 3/4" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and 1/2" inch plywood.</p> <p>The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams.</p> <p>Wooden steps shall provide access with a handrail.</p>		
Tower Anchorage	Are all towers, including construction scaffolding, properly and securely anchored to prevent them from falling or tipping if hit by vehicles, strong winds, or debris extending outside of truck boxes?	<input type="checkbox"/>	<input type="checkbox"/>
	Are anchorage points secure and preferably of the screw anchor-type or imbedded in concrete?	<input type="checkbox"/>	<input type="checkbox"/>
	Are all anchorage points and guy wires clearly marked and protected by barriers that will warn drivers and other personnel to assist in preventing accidental hits by trucks or trailers?	<input type="checkbox"/>	<input type="checkbox"/>
Accessibility	Are stairways and side rails or permanently attached ladders used to access towers and on all walkways and workstations above 6 feet?	<input type="checkbox"/>	<input type="checkbox"/>
Bump Hazards	Are all low crossbeams including scaffolding, marked with caution tape or hazard notice warnings if less than 6 feet in height on all walkway areas?	<input type="checkbox"/>	<input type="checkbox"/>
Heating	If propane heaters are used, is adequate ventilation provided to ensure the prevention of carbon monoxide build-up?	<input type="checkbox"/>	<input type="checkbox"/>
	Are all combustible materials not placed or left near the heat source?	<input type="checkbox"/>	<input type="checkbox"/>
Motorized Elevated Work Platforms	Are all safety procedures regarding dangers such as overhead power lines, equipment stability, and protection from other vehicles in place?	<input type="checkbox"/>	<input type="checkbox"/>
	<p>Are scissor lifts, articulating booms or other commercial equipment, and mobile towers or trucks that are being used specifically designed and approved for outdoor use (balloon tires)?</p> <p><u>No scissor lifts designed for indoor use are allowed to be used as inspection towers.</u></p>	<input type="checkbox"/>	<input type="checkbox"/>

Personal protection & safety		Yes	No
Eye And Face Protection	Is each employee wearing the appropriate eye or face protection when exposed to eye or face hazards from flying particles?	<input type="checkbox"/>	<input type="checkbox"/>
Foot Protection	Is each employee wearing protective footwear (preferably steel-toed safety boots or shoes) when working in areas where there is a danger of foot injuries due to falling or rolling objects or objects piercing the sole?	<input type="checkbox"/>	<input type="checkbox"/>
Personal Visibility	Are all personnel wearing high visibility (safety orange) vests when working on ground level at all debris sites?	<input type="checkbox"/>	<input type="checkbox"/>
Head Protection	Are all personnel wearing protective hardhats when working in areas where there is potential for injury to the head from falling objects?	<input type="checkbox"/>	<input type="checkbox"/>
Hearing Protection	Are all personnel wearing hearing protection when subjected to excessive noise and sound?	<input type="checkbox"/>	<input type="checkbox"/>
RESPIRATORY PROTECTION		Yes	No
Respirators	Are disposable particulate respirators (dust masks) available for use by all personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Personal safety & Health		Yes	No
Training	Does initial training include a thorough review of hazards and accidents associated with the job?	<input type="checkbox"/>	<input type="checkbox"/>
	Is adequate instruction in the use of personal protective equipment provided?	<input type="checkbox"/>	<input type="checkbox"/>
Sanitation & Hygiene Facilities	Are portable toilets provided if no facilities are immediately available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
First Aid	Is a first aid kit and bottled water available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
Emergencies	Is the location and phone numbers of nearest hospital or doctor, and police available to all site personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Severe Weather	Is an emergency notification plan in place to ensure severe weather information is communicated to tower personnel and that any emergencies originating at the site can be rapidly addressed?	<input type="checkbox"/>	<input type="checkbox"/>
	Is a mobile or fixed phone available on-site for use in the event of an emergency?	<input type="checkbox"/>	<input type="checkbox"/>
ground operations & equipment safety		Yes	No
Heavy Trucks And Machinery	Is a traffic control system for truck traffic established within the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Is there a traffic control system established for the safe entrance and exit to the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
Chippers, Tub Grinders & Conveyors	Are manufacturer's operating and safety procedures being followed for the particular chipper/grinder machine on site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are all non-essential personnel observing a 300 ft. safety zone while machinery is in operation?	<input type="checkbox"/>	<input type="checkbox"/>
Air Curtain Incineration	Are fire safety precautions in place and adequate clearance established to prevent accidental fire spread?	<input type="checkbox"/>	<input type="checkbox"/>
	Are equipment operators checking for hazardous waste (i.e. batteries, PVC piping, solvents, pesticides, compressed gas cylinders, etc.) and munitions may not have been properly separated from "burnable" trash?	<input type="checkbox"/>	<input type="checkbox"/>
Fire Emergency Procedures	Is there a clear fire response plan for each debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are and adequate number of fire extinguishers available and chosen for the type of fire most likely to occur in that area?	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	Are extension cords out of the traffic lanes where they can be abused by heavy traffic?	<input type="checkbox"/>	<input type="checkbox"/>

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ATTACHMENT C

PRICE PROPOSAL FORMS

PRICE PROPOSAL FORM
HURRICANE & OTHER DISASTERS
DEBRIS REMOVAL, REDUCTION, AND DISPOSAL

PART A – Volume based pricing for 1,000,000 cubic yard debris disaster

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
1.0 Clear travel lanes by pushing debris to shoulder or edge of right-of-way. Haul debris to nearest available open area only when necessary to clear intersections, driveways and other essential facilities. Distance not to exceed one mile.	2,000	Lane Miles	\$	\$
2.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 10 or less miles away (one-way, straight-line miles). Trips with one-way, straight-line miles in excess of 10 miles will be compensated at the rates quoted in Items 3.0, 4.0, 5.0, 6.0, or 7.0.	500,000	CY	\$	\$
	37,500	TONS	\$	\$
3.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 11 – 20 miles away (one-way, straight-line miles). Trips with one-way, straight-line miles in excess of 15 miles will be compensated at the rates quotes in Items 4.0, 5.0, 6.0 or 7.0.	300,000	CY	\$	\$
	22,500	TONS	\$	\$
4.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 21 – 30 miles away (one-way, straight-line miles). Trips with one-way, straight-line miles in excess of 30 miles will be compensated at the rate quotes in Item 5.0, 6.0 or 7.0.	200,000	CY	\$	\$
	15,000	TONS	\$	\$

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
5.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 31-40 miles away (one-way, straight-lines miles). Trips with one-way, straight-line miles in excess of 30 miles will be compensated at the rate quotes in Item 6.0 or 7.0.	150,000	CY	\$	\$
	11,250	TONS	\$	\$
6.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 41-50 miles away (one-way, straight-lines miles). Trips with one-way, straight-line miles in excess of 30 miles will be compensated at the rate quotes in Item 7.0.	500,000	CY	\$	\$
	37,500	TONS	\$	\$
7.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 51-60 miles away (one-way, straight-lines miles).	350,000	CY	\$	\$
	26,250	TONS	\$	\$
8.0 Reserved.				
9.0 Reserved.				
10.0 Reserved.				
11.0 Extract, load and haul eligible hazardous stumps that are located on public property or right of way, are 50% or more uprooted, and are 24+'' – 36'' in diameter measured 24'' above the ground. Perform grinding or digging as required, remove stump grinding chips and backfill with compacted topsoil.	2,000	CY	\$	\$
	1,000	TONS	\$	\$

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
12.0 Extract, load and haul eligible hazardous stumps that are located on public property or right of way, are 50% or more uprooted, and are 36 ¼" – 48" in diameter measured 24" above the ground. Perform grinding or digging as required, remove stump grinding chips and backfill with compacted topsoil.	1000	CY	\$	\$
	500	TONS	\$	\$
13.0 Extract, load and haul eligible hazardous stumps that are located on public property or right of way, are 50% or more uprooted, and are larger than 48" in diameter measured 24" above the ground. Perform grinding or digging as required, remove stump grinding chips and backfill with compacted topsoil.	800	CY	\$	\$
	400	TONS	\$	\$
14.0 Removal of hazardous hanging limbs greater than 2 inches up to 4 inches in diameter.	1,000	Each Tree	\$	\$
15.0 Removal of hazardous hanging limbs greater than 2 inches up to 4 inches in diameter.	1,000	Each Tree	\$	\$
16.0 Removal of hazardous hanging limbs greater than 4 inches up to 6 inches in diameter.	500	Each Tree	\$	\$
17.0 Removal of hazardous hanging limbs greater than 6 inches up to 8 inches in diameter.	250	Each Tree	\$	\$
18.0 Removal of hazardous hanging limbs greater than 8 inches in diameter.	100	Each Tree	\$	\$
19.0 Removal of hazardous standing pine trees 6" – 12" in diameter.	1000	Each	\$	\$
20.0 Removal of hazardous standing pine trees 13" – 24" in diameter.	500	Each	\$	\$
21.0 Removal of hazardous standing pine trees 25" – 36" in diameter.	100	Each	\$	\$

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
22.0 Removal of hazardous standing pine trees 37" or larger in diameter.	50	Each	\$	\$
23.0 Removal of hazardous standing hardwood trees 6" – 12" in diameter.	1000	Each	\$	\$
24.0 Removal of hazardous standing hardwood trees 13" – 24" in diameter.	500	Each	\$	\$
25.0 Removal of hazardous standing hardwood trees 25" – 36" in diameter.	100	Each	\$	\$
26.0 Removal of hazardous standing hardwood trees 37" or larger in diameter.	50	Each	\$	\$
27.0 TDSRS operation, debris acceptance, pile management, and material loading for transport.	1,000,000	CY	\$	\$
	75,000	TONS		
28.0 Volume reduction of debris through grinding and/or chipping.	750,000	CY	\$	\$
	56,250	TONS		
29.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (based on one-way miles) (incinerator operation and disposal compensated under Part B).	20,000	Ton-Miles	\$	\$
30.0 Hauling reduced, non-recycled, debris from a TDSRS to a Disposal or Recycling Facility less than 15 miles away (one way miles) with quantities verified by site monitor at inspection tower.	150,000	CY	\$	\$
	11,250	TONS	\$	\$
31.0 Hauling reduced, non-recycled, debris from a TDSRS to a Disposal or Recycling Facility 15-30 miles away (one way miles) with quantities verified by site monitor at inspection tower. Distances over 30 miles to be negotiated.	75,000	CY	\$	\$
	5,625	TONS	\$	\$

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors), equipment and materials including but not limited: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project.

The quantities are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

A Ton-Mile equals the weight of animal carcasses in the trailer times the one-way mileage to the destination. Weight of carcasses will be determined by use of fixed or portable scales at disposal facility or incinerator site. Details of scope of work may require negotiations.

Use Item 1.0 only for initial lane clearing operations approved by the CITY. See part 2, Attachment A, Debris Clearance from Right of Way and Public Property, for more information.

Items 2.0 through 7.0 refer to one-way hauling distances from public property or right of way to designated TDSRS or Disposal Facilities. These distances shall be determined by straight-line measurement. Maps will be provided by each CITY showing the 10, 20, 30, 40, 50 and 60-mile radius from each TDSRS and each Disposal Facility. Loading Site monitors and Disposal Site Monitors will refer to these maps when calculating haul distances to be recorded on Debris Load tickets (Exhibits 3 & 4). Distances for hauling reduced debris from TDSRS to Disposal Facilities, under Items 30.0 through 31.0, with concurrence of the CITY, shall be the actual one-way distance traveled. Traveled distances in excess of 30 miles will have unit prices determined by negotiation.

The extraction, loading, hauling and dumping of stumps fall into two separate and distinct categories – stumps that qualify under FEMA eligibility criteria and all others. Stumps located on public property or in the right of way, that are greater than 24” in diameter, measured 24” above the ground, are 50% or more uprooted, and are considered hazardous may meet FEMA eligibility criteria. Such stumps will have all costs for extraction, grinding, digging, backfilling, loading, hauling and dumping paid under Items 11.0 through 13.0. These stumps will be loaded and hauled separately from all non-eligible stumps and will be documented and tracked with similarly eligible stumps on Stump Load Ticket provided by Exhibit 3b. The volume of these stumps in cubic yards will be calculated at the TDSRS using the conversion table provided by Exhibit 4, and will be applied to the unit prices under Items 11.0 through 13.0 to calculate reimbursement costs. Where stump grinding is performed, the depth of grinding will be a minimum of 18 inches.

The removal, loading, hauling and dumping of all other stumps that are not declared to be eligible by regulatory inspectors for processing under Items 11.0 through 13.0 will be paid as regular debris under Items 2.0 through 10.0. This includes: (a) all stumps 24” or less in diameter, (b) stumps of any size that are within the right of way or on public property but that are not considered hazardous and do not qualify for FEMA eligibility and (c) stumps of any size that are brought to the right of way by adjacent property owners. Stumps that are within the right of way, or on public property, that are not considered hazardous, or are not more than 50%

uprooted, may be cut off at ground level and the above ground portion disposed of as regular debris.

Stumps and root balls that are larger than 24” in diameter, measured 24” above the ground, but that are not eligible for payment under Items 11.0 through 13.0, may still require specialized equipment for loading and hauling. In this situation these stumps will be loaded separately from the vehicles hauling regular debris and from the vehicles hauling stumps that are eligible under Items 11.0 through 13.0. Stump Load Ticket (Exhibit 3b) will be used to track these loads of stumps. At the TDSRS the loading site monitor will perform the same conversion as done for the eligible stumps and will use the conversion table provided by Exhibit 4 to calculate the volume of these stumps. This volume will be recorded on Stump Load Ticket for later use by the contractor to prepare payment requests under Items 2.0 through 10.0. No special allowance or adjustment will be made for Items 2.0 through 10.0 unit prices for the cost of specialized equipment that may be required to load and haul ineligible oversized stumps and root balls.

Items 14.0 through 26.0 relate only to the removal of hazardous hanging limbs or hazardous standing trees and placement at the edge of the right of way. Payment for loading, hauling and dumping will be provided under Items 2.0 through 10.0. CONTRACTOR is responsible to remove any and all hazardous hanging branches on any tree, with price per tree to be determined by the largest branch removed.

Items 8.0 through 10. address the transport of debris from public property (e.g. stormwater drainage ditches that have become hindered by debris) from a point not adjacent to the right of way to the nearest collection point on the right of way.

Part B – Hourly or Weekly Prices

For situations where Part A fixed unit prices do not pertain and negotiated unit prices are required				
Equipment and Labor Rates				
Equipment Type	Equipment Hourly or Weekly Rate	Labor Hourly or Weekly Rate	Total Weekly Rate	Total Hourly Rate
Bobcat Loader	\$	See Note 1		\$
Bucket Truck w/Operator	\$	See Note 1		\$
Chipper/Mulcher (8" throat)	\$	See Note 1		\$
Chipper/Mulcher (12" throat)	\$	See Note 1		\$
Crash Truck w/Impact Attenuator	\$	See Note 1		\$
Crew Foreman w/Cell Phone and Pickup				\$
Dozer, Tracked, D5 or similar	\$	See Note 1		\$
Dozer, Tracked, D6 or similar	\$	See Note 1		\$
Dozer, Tracked, D7 or similar	\$	See Note 1		\$
Dozer, Tracked, D8 or similar	\$	See Note 1		\$
Dump Truck, 18 CY-20 CY	\$	See Note 1		\$
Dump Truck 21 CY-30 CY	\$	See Note 1		\$
Generator and Lighting	\$	See Note 1		\$
Grader w/12' Blade	\$	See Note 1		\$
Hydraulic Excavator, 1.5 CY	\$	See Note 1		\$
Hydraulic Excavator 2.5 CY	\$	See Note 1		\$
Knuckleboom Loader	\$	See Note 1		\$
Laborer w/Chain Saw				\$
Labor w/small tools, traffic control, flag person				\$
Lowboy Trailer w/Tractor	\$	See Note 1		\$
Log Skidder	\$	See Note 1		\$
Mobile Crane (Adequate for hanging limbs/leaning trees)	\$	See Note 1		\$

Part B – Hourly or Weekly Prices

For situations where Part A fixed unit prices do not pertain and negotiated unit prices are required				
Equipment and Labor Rates				
Equipment Type	Equipment Hourly or Weekly Rate	Labor Hourly or Weekly Rate	Total Weekly Rate	Total Hourly Rate
Operations Manager w/Cell Phone and Pickup				\$
Pickup Truck, .5 Ton	\$	See Note 1		\$
Soil Compactor 81 HP+	\$	See Note 1		\$
Soil Compactor 80 HP	\$	See Note 1		\$
Soil Compactor, Towed Unit	\$	See Note 1		\$
Stump grinder 30” diameter or less	\$	See Note 1		\$
Stump Grinder greater than 30” diameter	\$	See Note 1		\$
Traffic Control, Temporary Single Lane Closure	\$	See Note 2		\$
Tub Grinder, 800 to 1,000 HP	\$	See Note 1		\$
Waste Collection Rear Loader Truck	\$	See Note 1		\$
Water Truck	\$	See Note 1		\$
Wheel Loader, 2.5 CY, 950 or similar	\$	See Note 1		\$
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	\$	See Note 1		\$
Wheel Loader, 4.5 CY, 980 or similar				
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$	See Note 1		\$
Weighing Scales, Truck, Portable and Certified	\$	See Note 1		\$
Other – Please List				\$

Note 1

Part B unit prices for equipment such as: chipper/mulchers and tub grinders do not pertain to TDSRS operations, which are included under Part A.

Note 2

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from City property and City rights-of-way, which are included under Part A.

INSURANCE

Insurance The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u>TYPE INSURANCE COVERAGE</u>	<u>LIMITS</u>
1. Worker's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence
3. Property Damage Liability Occurrence	\$100,000.00 each

POLICY NUMBER:
RFP#2009-4847-0805

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

**City of Newport News
Purchasing Department
2400 Washington Ave
Newport News, VA 23607**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93

Commercial Coverage

Alternate Employer Endorsement

WC 00 03 01

Policy Amendment

If the following information is not complete, refer to the appropriate information page attached to the policy.

INSURED	POLICY NO.	SEQ. NO.
PRODUCER	EFFECTIVE DATE	

Alternate Employer Address

Schedule
State of Special or Temporary Employment

**City of Newport News
c/o Purchasing Department
2400 Washington Avenue
Newport News, Virginia**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**WORKER'S COMPENSATION
CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

- A. Has worker's compensation insurance _____ Yes
Insurance Company: _____
Policy Expiration Date: _____

- B. Is self-insured for workers' compensation _____ Yes

Title of Service Contract: Debris Removal Service
Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

EXCEPTIONS:

Offeror must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Offeror must itemize all exceptions below, and return with this RFP):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

Payment terms if other than 2%-20 net 30 days _____