

REQUEST FOR PROPOSAL

RFP # 07-22-23

DEBRIS REMOVAL

THE CITY OF VALDOSTA

REQUESTED BY

PURCHASING DEPARTMENT 216
E. CENTRAL AVE.
P.O. BOX 1125 VALDOSTA,
GA 31603-1125
PHONE 229-259-3521

RELEASE DATE: SEPTEMBER 13,
2023

PROPOSAL DUE DATE AND TIME: SEPTEMBER 18, 2023,
10:00am EST

GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish the City of Valdosta with the following requisitioned equipment/service, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the equipment/service proposed.

The bidder agrees that the City of Valdosta reserves the right to waive technicalities and to reject any or all bids.

If you have any questions, please call the phone number listed on the cover page.

Depending upon the purchase price, the Purchasing Agent or the City of Valdosta will make the final decision of purchase.

All sealed bids must have the Bid Number and Name of Vendor submitting the bid located on the front of the envelope. Sealed bids are due and opened on the date and time listed on the front cover page.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED!

Invoices are paid on a net 30 basis.

Any price(s) bid by dealer/vendor on any items offered to City of Valdosta shall be the price effective at the date of delivery.

No delivery date of "ASAP" (As Soon As Possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.

Addendum(s) issued in a bid must be acknowledged and submitted with the original bid package.

All Shipping is to be FOB Valdosta, GA 31601 and included in the total price unless otherwise stated in the bid document.

INSTRUCTIONS TO BIDDERS

1. Bids must be made upon the form of the proposal if attached hereto. If there is not a form attached, please submit the proposal/bid on your company letterhead in a design/layout that will best suit the price and information that the City has requested. The following information should be listed legibly on the outside of the sealed envelope: **1. Name of vendor submitting the bid. 2. Bid number and Title located on the cover page of the Bid Package.** Bids may be hand delivered **ONLY** to the Purchasing Department of City of Valdosta, located at, 216 E. Central Ave. 2nd Floor Valdosta, GA 31601.
2. No bidder will be allowed to withdraw his bid for any reason whatsoever after the bids have been opened unless otherwise stated in the specifications.
3. The following specifications represent the minimum general size, weight, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all bids submitted would not be subject to correction or alteration after the bid has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. City of Valdosta reserves the right to evaluate any or all bids, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Counties under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
5. The names of a certain brand, make, or definite specifications are to denote quality standard of the article desired. The City does not restrict bidders to be specific brand, make or manufacturer named; it is to set forth and convey to prospective bidders the general style, type, character and quality of the article desired.
6. The award of the contract will be awarded to the lowest responsible bidder taking into consideration quality performance, the time specified in the specifications for the performance of the contract, provision of needed and unneeded features, usefulness to the using department, whether bidder meets guidelines set forth in the specifications, and prior City experience.
7. Unless otherwise specifically stated in the SPECIFICATIONS, any item that the City has sent out for bid(s) must be NEW equipment with the latest technology available. No remanufactured item will be accepted unless stated otherwise in the bid specifications.

Section I. General.

A. Intent.

It is the intent of this solicitation to engage a qualified and experienced disaster related debris removal services Contractor that can provide professional technical services for the removal and lawful disposal of debris created as a result of Natural Disasters in City of Valdosta.

B. Term of Agreement.

It is anticipated an award will be made for removal of debris resulting from Hurricane Idalia. Quoted unit prices should remain valid for future debris removal resulting from similar events for six (6) months.

C. Minimum Requirements.

The proposer shall provide proof of the minimum qualifications by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal non-responsive and removing it from further consideration. This is a non-negotiable item.

D. Performance and Payment Bonds.

Performance and Payment Bond: Upon receipt of a work order (notice to proceed), the successful proposer shall furnish a Performance and Payment Bond.

- (a) The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to City of Valdosta, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Georgia.
 - i. The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc. For the latest ratings and Insurance Guide, access www.ambest.com
- (b) In lieu of a Payment and Performance Bond, the successful proposer may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to City of Valdosta;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to City of Valdosta. The irrevocable Letter of Credit shall contain the following:

The "Beneficiary" shall be stated as:
City of Valdosta
216 E. Central Ave.
Valdosta, GA 31601

The Letter of Credit shall also contain the following language:
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."
- iii. Cash (U.S. currency only).

- (c) The terms of the Payment and Performance Bond or alternative form of security used shall be:

- i. The successful proposer shall assure faithful performance of this project;
 - ii. The successful proposer shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
 - iii. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the City; and,
 - iv. Nothing in this section shall be construed to limit the authority of the Board, the City Manager, or the Purchasing Agent to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.
- (d) Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Contractor to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Contractor in writing.

The successful Contractor shall be required to furnish, through an authorized agent in the State of Georgia, a 100% Performance Bond, a 100% Labor and Material Payment Bond and other insurance requirements as described in the Contract Documents. The Performance Bond and the Labor and Material Payment Bond must be countersigned by an agent whose office is located in the State of Georgia and who is authorized to do business in the State of Georgia; and a valid Power-of-Attorney shall be attached to each Bond. Insurance requirements are provided in this notice. Bonds must be provided within 10 days of receipt of a Notice to Proceed.

E. Georgia Security & Immigration Compliance Act.

The successful contractor will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. An executed copy of the appropriate form should accompany your submittal. **(See Attached)**

F. Contract.

The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFP.

G. Lobbying.

All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of City Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the City from further consideration for this project.

H. Indemnity.

An executed copy of this form should accompany your submittal. **(See Attached).**

I. Acceptance of Terms.

By submitting a proposal, the Contractor certifies that they have read and understand this Request for Proposals and have full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

J. Certificate of Non-Collusion.

An executed copy of this form should accompany your submittal. **(See Attached).**

K. Governing Law & Venue.

An executed copy of this form should accompany your submittal. **(See Attached).**

L. Certification of Incorporation.

The successful Contractor will be required to provide their Secretary of State Certification of Incorporation and a listing of the officers of the company prior to award of contract. In addition to the aforementioned documents, the Proposer must include necessary information to verify the individual signing this proposal and or any contract document has been authorized to bind the corporation.

M. Insurance Requirements.

In order to contract with the City of Valdosta, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Valdosta as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Valdosta as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the City of Valdosta Board as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Valdosta.
- All insurance policies must provide that the City of Valdosta will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim.

SUBMIT WITH PROPOSAL, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the successful proposer shall provide City of Valdosta a Certificate of Insurance showing the type and limits of insurance specified herein with City of Valdosta as an additional insurer.

N. Evaluation Criteria.

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| • Ability to mobilize immediately upon award. | 30% |
| • Capacity to provide services, equipment, and manpower availability | 30% |
| • Price proposal / Fee Schedule (Attachment B) | 40% |

O. Submittal Requirements.

1. Name, address, telephone number, email address of company.
2. List of current stockholders, officers or principals of the company and a current organizational chart for the company.
3. List the contract completion dates of at least two similar projects
4. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
5. Submit information describing the company's safety program and substance abuse program.
6. Submit information describing your company's quality control program.
7. Describe how your company will provide job site security.
- 8. Submit a sample contract for the performance of the work outlined in this RFP.**

Section II. **Scope of Services and Technical Requirements.**

1. Scope of Services:

- a. The CONTRACTOR shall furnish all materials, equipment, permits, labor and services required to perform emergency disaster debris removal and disposal services throughout the City as needed according to the minimum requirements specified in this Agreement and all subsequent Amendments and/or official documents that form the Contract Documents for this Agreement.
- b. The CONTRACTOR shall provide professional technical services, and be responsible for the performance of all the requirements of this scope of services, and act as directed by the CITY. The services shall include, but are not limited to preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation as declared by the United States federal government, the State of Georgia, or City of Valdosta. Response time shall be deemed as having a CONTRACTOR's representative physically present at the City of Valdosta Emergency Operations Center within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of a CITY Work Order.
- c. The CONTRACTOR shall provide the designated services, including operations and management, logistical support, construction and technical assistance. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all Works. The CONTRACTOR shall be responsible for the safety of the CONTRACTOR's personnel and equipment. The CONTRACTOR shall pay for all costs associated with the performance of this Agreement including, but not limited to, materials, personnel, taxes, and fees.
- d. When a disaster or incident occurs or is imminent, the CITY shall contact the CONTRACTOR to advise of the City's intent to activate this Agreement, in the form of an Alert. Said Alert will serve to establish the lines of communication between the CONTRACTOR's representatives and the CITY. The Alert may require the CONTRACTOR to send an Operations Manager to the CITY within twenty-four (24) hours to begin planning and mobilization. Subsequently, the CITY shall issue the first Work Order which shall

authorize the CONTRACTOR to begin mobilizing the personnel and equipment as necessary to perform the work. The Work Order shall direct the CONTRACTOR to execute the required Performance and Payment Bonds. The CONTRACTOR shall receive the Work Order from the CITY within the first twenty-four (24) hours following landfall of a hurricane or occurrence of other disasters. The CONTRACTOR shall commence performance on the day and time as set forth in the first Work Order issued after the disaster. Sufficient work crews shall be mobilized to complete the clearing of the streets and roads identified by the CITY.

2. **CONTRACTOR's Capability:** The CONTRACTOR shall have the physical capacity to manage a major workforce with multiple subcontractors and associated equipment. The CONTRACTOR shall possess the financial capacity to pay for the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The CONTRACTOR shall have an experienced 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 with major disaster recovery projects.
3. **Work Order:** Prior to beginning work, the CONTRACTOR shall provide the CITY an estimated total of cubic yard storm debris to be removed per a CITY issued Work Order. Subsequently, the CITY shall issue a Work Order to the CONTRACTOR defining the work, ceiling price, schedule, and documentation.
4. **Other Contracts:** Other contracts may be issued for the purpose of removing disaster related debris within City of Valdosta. The CITY reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.
5. **Compensation:**
 - a. Compensation shall not accrue to the CONTRACTOR unless and until a Work Order is issued. The CONTRACTOR shall be responsible for removal and disposal operations, and shall utilize its own subcontractor's resources to meet its contractual obligations.
 - b. The CONTRACTOR's invoices for services performed under Work Orders shall be presented for payment to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. Each invoice shall reference the Work Order issued for the work.
 - c. The CITY shall not pay for mobilization and demobilization.
 - d. Payment for work completed shall be invoiced every Friday. Invoices shall be based on verified quantities from the daily operational reports.
 - e. A ten percent (10%) retainage shall be withheld until the end of the project, including ticket reconciliation.
 - f. Payment for emergency debris clearance associated with pushing debris to the Right of Way shall be paid for under the hourly fee schedule provided in **Attachment A**. All hourly equipment rates are all inclusive including the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates are all inclusive including the cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
 - g. Payment for work completed during emergency debris clearance shall be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling shall result in non-payment for the down time. Down time shall be deducted in one half hour segments. Down time occurring for less than fifteen minutes (15) shall not be deducted from reported work hours.
 - h. The cubic yard price during the debris removal phase includes payment for the entire operation provided in

Attachment B. There will be no separate billing for specific projects such as site preparation or restoration, loading and hauling to a DMS (Debris Management Site). DMS site preparation and set-up, operation, volume reduction, chipping or grinding, incineration, sorting, haul out of material to final disposal (Cradle to grave), and DMS site restoration, etc.

- i. Payment for all debris types sorted, segregated, processed, reduced, and disposed during the debris removal phase shall be made at the unit price per cubic yard for Debris Type provided in **Attachment B**.
 - j. Payment for the removal of hazardous trees, six (6) inches in diameter and larger measured at DBH (diameter breast height), shall include all costs associated with cutting, loading, hauling, dumping, and final disposal, shall be paid for under the item for appropriate size category for Hazardous Tree in **Attachment B**. CONTRACTOR shall cut the tree trunk as close to the ground as possible (flush cut). Hazardous trees which extend onto the ROW from private property shall be cut, by the CONTRACTOR, at the point where it enters the ROW, and that part of the hazardous tree that extends within the ROW shall be removed.
 - k. Payment for the removal of hazardous limbs, two (2) inches in diameter and larger at point of break, shall include all costs associated with cutting, loading, hauling, dumping, and final disposal, and shall be paid for under the unit price per Hazardous Tree in **Attachment B**.
 - l. Payment for the removal of stumps that require grubbing and backfilling, twenty five (25) inches in diameter and larger, shall include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal, and shall be paid for under the item for the appropriate size category for Hazardous Stump in **Attachment B**.
 - m. The maximum payment allowed shall be as defined in the Work Order ceiling price. The CONTRACTOR shall be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully executed by the CITY.
 - n. Payment for mobilization, demobilization, site preparation, and site closure is included in the unit cost for processing debris.
6. **Permits:** The CONTRACTOR shall be duly licensed in accordance with the state and local statutory requirements to perform the work. The CONTRACTOR shall obtain permits and licenses necessary to conduct the scope of services in this Agreement. The CONTRACTOR shall be responsible for determining what permits are necessary to conduct the work under this Agreement. Copies of all permits shall be submitted to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, throughout the contract period. The CITY shall obtain any regulatory permits required for the processing and disposal of collected debris if necessary.
7. **Notice of Violations:** The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violation issued as a result of the CONTRACTOR's or any subcontractors' actions or operations during the performance of the Agreement. Corrections for any such violations shall be at no additional cost to the CITY.
8. **Subcontractors:** The Contractor is encouraged to employ experienced and qualified local subcontractors. The subcontracting structure shall not exceed three (3) tiers ((i) sub/ (ii) sub, sub/ (iii) sub, sub, sub) unless authorized by the CITY PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. The CONTRACTOR shall maintain a record of the subcontractor's certificate of insurance. The Subcontractor's insurance shall include the requirements listed in this Agreement. The CONTRACTOR shall provide proof of the subcontractor's vehicle, worker's compensation, and other insurance requirements upon the CITY's request.
9. **Mobilization:** The CONTRACTOR shall be fully mobilized to begin debris removal operations within two (2) days following the completion of the emergency push operations. Debris Removal Work within the CITY shall be prioritized by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE
10. **Ineligible Debris:**
- a. FEMA Ineligible Debris and work includes, but is not limited to: Debris on agricultural land used for crops and livestock; concrete slabs; reconstruction debris consisting of material used in the reconstruction of disaster- damaged improved property; vacant lots; forests; heavily wooded areas; unimproved property;

unused areas, private roads, gated communities, and regular household garbage.

- b. The CITY may elect to remove debris from private property to include gated communities. Only the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall direct the CONTRACTOR to remove debris from private property. FEMA Ineligible Debris shall be left in place, except as directed by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- c. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall obtain a signed ROE (Right of Entry) agreement from property owner(s) prior to entry by the CITY, AUTHORIZED REPRESENTATIVE, or CONTRACTOR.
- d. The CONTRACTOR shall keep FEMA Ineligible Debris separate from FEMA Eligible Debris from cradle to grave to include, but not be limited to: removal, hauling, sorting, reduction, and final disposal.
- e. The CONTRACTOR shall invoice FEMA Ineligible Debris completely separate from FEMA Eligible Debris. The CONTRACTOR shall mark all FEMA Ineligible Debris invoices with **FEMA INELIGIBLE** on the front top of each invoice.
- f. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall indicate **FEMA INELIGIBLE** on the front top of each paper load ticket for all FEMA Ineligible Debris.
- g. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall keep separate FEMA Eligible Load Tickets from FEMA Ineligible Load Tickets.
- h. The CONTRACTOR shall not mix FEMA Ineligible Debris with FEMA Eligible Debris. Mixing of FEMA Ineligible Debris with FEMA Eligible Debris shall render the entire load as Ineligible. The CONTRACTOR shall not be reimbursed for collection of such mixed loads of Eligible and Ineligible. Hauling of mixed loads will require approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to loading.
- i. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not Eligible Debris and shall be reported to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.

11. **Eligible Debris:**

- a. The CONTRACTOR shall only cut, load, haul, or dispose of debris that is identified to be eligible by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- b. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property, shall be cut, by the CONTRACTOR, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed.
- c. The CONTRACTOR shall ensure all assigned/Eligible Debris is removed from a Load Site before moving to the other Load Sites. During the Debris Removal process it shall be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue shall be removed from the pavement.
- d. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the truck bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS. This shall include the use of tarps or other mechanical means to ensure no loss of debris. It is required that all equipment that is hauling debris to the DMS shall be capable of self- dumping or removing its load without assistance from other equipment. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, may authorize

use of other types of vehicles.

- e. The CITY may seek reimbursement from FEMA for debris removal on private property. The CONTRACTOR shall wait for written authorization from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to start of Eligible private property debris removal.
- f. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall obtain a signed ROE (Right of Entry) agreement from property owner(s) prior to entry by the CITY, AUTHORIZED REPRESENTATIVE, or CONTRACTOR.

12. **Emergency Debris Clearance (Push):** Emergency Debris Clearance (Push/ Time and Material) shall consist of clearing roads and governmental property of disaster related debris throughout the unincorporated areas of the City as directed by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. The work shall include cutting and reducing debris in place in order to allow traffic movement in the ROW. Emergency debris clearance including labor and equipment shall be limited to 70 hours (Time and Material) of actual work during the response phase. After 70 hours of actual work the contract shall switch to a unit price.

13. **Work Schedule for Emergency Debris Clearance (Push) Operations:**

- a. The CONTRACTOR shall work a minimum of twelve (12) hours per day for the first seventy (70) hours of emergency push operations or until the CITY releases the CONTRACTOR during the emergency clearance phase. The CITY reserves the right to extend or reduce the hours and days of operation during the contract period. The CONTRACTOR may work more than twelve (12) hours per day if desired. The CONTRACTOR shall coordinate with the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, to establish the work hours and develop schedules.
- b. During the 48 hour planning stage, the CITY shall determine the streets and roads required for the Emergency Debris Clearance. The CONTRACTOR shall provide all labor, equipment, tools and materials necessary to fully operate and maintain the Emergency Debris Clearance operations (including fuel, oil, grease, repairs, and traffic control). The following types of labor, equipment, materials and tools are anticipated to include but not be limited to:
 - 1) Dump Trucks, 16-20 yd. capacity, with licensed operator
 - 2) Front-end Loaders, 3-5 yd. capacity, with licensed operator
 - 3) Two (2) person laborer crews with chainsaws, 16" min bar, traffic flags, and miscellaneous small tools (axes, shovels, safety equipment, etc.)
 - 4) Pickup Trucks, ½-1 ton, with crew foreman and cellular phones
 - 5) Fuel, oil, grease, equipment maintenance, and traffic control devices or equipment
 - 6) Actual types of equipment and quantities shall be determined by the extent of the disaster.

14. **Debris Removal (Load and Haul):** The debris removal phase shall begin after the completion of the emergency debris clearance phase. The CONTRACTOR shall only load and haul eligible disaster-generated debris to an approved DMS (Debris Management Site). Eligible debris shall be limited to debris that is in, upon, or brought to public roads, ROW, CITY properties or facilities, and other public sites unless authorized in writing by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. It is anticipated that multiple collection passes shall be performed for each public road, street, and ROW. This shall allow residents to return to their properties and bring debris to the ROW as recovery progresses.

The reasonable period of performance for debris removal shall be one-hundred and eighty (180) calendar days from the start of debris removal operations, unless the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, initiates additions or deletions to the Agreement by written change orders. The CITY shall have sole discretion to extend this period due to the progress of debris removal operations.

The CONTRACTOR shall be responsible for debris removal and lawful disposal operations consistent with this scope of services to include, but not be limited to:

- a. Vegetative Debris: The CONTRACTOR shall remove and dispose of vegetative debris consisting of whole

trees, tree stumps, tree branches, tree trunks, and other vegetative material. The CONTRACTOR shall obtain approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to removal of vegetative debris.

- b. Construction and Demolition Debris: The CONTRACTOR shall remove and dispose of construction and demolition debris from damaged components of buildings and structures consisting of but not limited to: lumber; gypsum wallboard; glass; metal; roofing material; tile; carpet; floor coverings; window covering; pipe; concrete; cured asphalt; equipment; furnishing; and fixtures. The CONTRACTOR shall obtain approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to removal of construction and demolition debris.
 - c. Household Hazardous Waste: The CONTRACTOR shall remove and dispose of materials that may cause an unsafe or hazardous situation. The CONTRACTOR shall provide all services necessary for the removal, transport, storage, and/or disposal of household hazardous wastes. The CONTRACTOR shall remove White Goods debris by hauling it separately from other debris types. The CONTRACTOR shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment. The CONTRACTOR shall obtain approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to removal of household hazardous waste.
 - d. Fallen Trees: The CONTRACTOR shall remove and dispose of fallen trees that originate from within the Right-of-Way, are a direct result of the event, and those which extend onto the Right-of-Way from private property, at the point where it enters the Right-of-Way, and that part of the eligible debris which lies within the Right-of-Way. The CONTRACTOR shall obtain approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to removal of fallen trees.
 - e. Soil, Mud, and Sand: The CONTRACTOR shall remove and dispose of soil, mud, and sand from roads, streets, bridges and Right-of-Way, canals, retention ponds, drain wells, pump stations, sewer lines, control structures and associated drainage structures. The CONTRACTOR shall obtain approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to removal of soil, mud, and sand. The CONTRACTOR shall screen sand and return clean sand to designated sites. The CONTRACTOR shall obtain all required permits for this type of depositing. The CONTRACTOR shall meet the local, state and federal guidelines for clearing, removing, and processing any soil, mud or dirt that may have built up along public (CITY) property.
 - f. The CONTRACTOR shall provide assistance to the CITY to clean and open drainage systems including natural waterways, constructed channels and flood control works. Assistance shall be provided when the debris obstructs, or could obstruct, intake structures; could cause damage to structures such as bridges and culverts; or is causing or could cause flooding to improved public or private property during the occurrence of a 5-year flood. The CONTRACTOR shall obtain approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to providing such assistance.
 - g. Structures and Buildings: The CONTRACTOR shall remove and dispose of condemned structures and buildings that pose a threat to public safety. The CONTRACTOR shall obtain approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to removal and disposal of condemned structures. CONTRACTOR services shall include the coordination of the following, but are not limited to: verification of ownership; right-of-entry form distribution and collection; building official assessments; archeological, environmental, and historical review; photography; GPS coordinates; compile and update database; assist with condemnation letters, assist with notice of demolition; and notice of intent to demolish.
15. **Debris Compaction:** The CONTRACTOR shall mechanically load and apply reasonable compaction to each load. Reasonable compaction is achieved by the tamping of debris in the collection vehicle by the loading device. Vehicles delivering debris using hand loading methods will be reduced by fifty percent (50%) of the observed volume as defined by prevailing FEMA Policy. CONTRACTOR will submit the number of hand loading crews at the end of each day to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.

16. **Hazardous Tree and Limb Removal:**

- a. Tree and limb work shall include the removal and disposal of hazardous trees and hazardous hanging limbs in improved public property or public right of way.
- b. Removal of hazardous trees or limbs on private property shall only be conducted at the direction of the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall obtain a signed ROE (Right of Entry) agreement from property owner(s) prior to entry by the CITY, AUTHORIZED REPRESENTATIVE, or CONTRACTOR.
- c. A hazardous tree includes the following main characteristics:
 - 1) More than 50 percent of the crown is damaged or destroyed
 - 2) Split trunk or broken branches that expose the heartwood
 - 3) Leaning at an angle greater than 30 degrees
 - 4) More than 50 percent of the root-ball exposed
- d. Measurement for hazardous tree removal will be determined at the tree trunk Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above ground level.
- e. Measurement for leaning trees cut at the ROW line will be determined at the point of the cut.
- f. Fallen trees that are entirely on the ground and not leaning shall be considered regular vegetative debris. Payment for fallen trees shall be paid for under unit price per cubic yard for Debris Type provided in **Attachment B**.
 - 1. A hazardous limb includes the following main characteristics:
 - a) Greater than two (2) inches in diameter at the point of breakage
 - b) Still hanging in a tree and threatening a public-use area
- g. All limbs shall be removed following proper procedures to avoid damage to the tree.
- h. All trees and limbs shall be disposed of at a CITY DMS.
- i. The CONTRACTOR shall use only rubber-tired equipment in the performance of removing trees and limbs.
- j. Equipment used to remove hazardous hanging limbs shall have the ability to reach at least sixty (60) feet above the ground.
- k. The CONTRACTOR shall notify the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, of any damage caused to private property or the public ROW during the course of tree or limb removal. The CONTRACTOR shall be responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.
- l. Maximum allowable time for completion shall be ninety (90) calendar days, unless the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
- m. The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall provide the CONTRACTOR with a list of trees and limbs prior to the start date of the Work Order.
- n. The CONTRACTOR shall provide at least one (1) site supervisor for each five (5) trees or limb cutting operations crews.
- o. The CONTRACTOR shall take all necessary precautions to protect motorists, pedestrians, the public and

private property and all utilities.

17. Hazardous Tree Stumps:

- a. Hazardous tree stump work shall include the extraction, removal, and disposal of hazardous tree stumps in improved public property or public right of way. Removal of hazardous tree stumps on private property shall only be conducted at the direction of the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, and not until the right of entry agreement has been generated and signed by the property owners.
- b. Extraction of hazardous tree stumps twenty five (25) inches in diameter and larger shall be paid on a per-unit cost. The hazardous tree stump shall have more than 50 percent of root-ball exposed, be 25 inches in diameter and larger, as measured 24 inches above ground.
- c. Tree stumps with less than 50 percent of the root-ball exposed shall be flush cut regardless of size and shall be paid for under the unit price for removing vegetative debris
- d. Extraction of tree stumps less than twenty five (25) inches shall be paid for under the unit price for removing vegetative debris per FEMA's stump conversion chart.
- e. The CONTRACTOR shall only preform hazardous tree stump extractions after the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, has given authorization.
- f. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall document each hazardous tree stump with photographs, GPS coordinates, measurements, and quantity of material needed to fill the resultant hole.
- g. Stump extraction and removal shall be in compliance with prevailing FEMA policy.
- h. Removal of a stump prior to documentation shall result in non-payment for stump removal.
- i. The CONTRACTOR shall trim all roots flush with the ground, fill all stump holes and re-sod the area, if necessary, after removal.

18. Fully Disengaged Tree Stumps:

- a. All stumps that are fully disengaged from the ground shall be considered normal vegetative debris. The CONTRACTOR shall remove all disengaged stumps from the assigned load site area before moving to another work area unless approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- b. Payment for fully disengaged stumps shall be paid for under the unit price for removing vegetative debris. The FEMA Stump Conversion Table shall be used to determine the equivalent stump volume of vegetative debris.

19. Stump Grinding: The CONTRACTOR shall only grind stumps on a very limited basis and shall receive approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to the start of stump grinding.

20. Load Tickets:

- a. The CONTRACTOR shall be responsible for providing serialized debris load tickets. The CITY shall accept the serialized copy of the Contractor's debris load ticket(s), as verified by the CITY's debris monitor (AUTHORIZED REPRESENTATIVE), as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

- b. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall reduce the observed capacity of each hand-loaded truck or trailer by 50% in accordance with FEMA Policy.
 - c. The CONTRACTOR shall not unload debris at a DMS without an approved ADMS or paper Load Ticket that contains all of the loading site information and that was completed by their assigned Load Site Monitor.
 - d. The CONTRACTOR shall not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
 - e. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads shall be adjusted down during this visual inspection by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. Load measurements shall be documented on load tickets.
 - f. The CONTRACTOR shall keep a daily updated log, in each DMS Inspection Tower, of all loads received, including the total volume of debris in each load. The daily log shall be completed by a representative of the CONTRACTOR that is stationed in the Inspection Tower.
21. **Daily Productivity Reports:** The CONTRACTOR shall provide daily reports for daily load verification of debris and stump removal. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily hourly statistic totals for each hand operated equipment and equipment type shall be reported separately in this report. Daily reporting is required with updates on the scheduled activities. Reporting shall be in writing or printed updates during progress meetings. This reporting shall include the following:
- a. Name of the CONTRACTOR and subcontractors;
 - b. Number of trucks and equipment in use per CONTRACTOR and subcontractor;
 - c. Number and types of tools in use per CONTRACTOR and subcontractor; and
 - d. Number of personnel working per CONTRACTOR and subcontractor.
 - e. Number of truckloads;
 - f. Number of cubic yards of debris hauls daily and cumulative to date;
 - g. Locations of completed work; and
 - h. Locations of current work
22. **Weekly Productivity Reports:** The CONTRACTOR shall provide weekly productivity reports with updates on the scheduled activities, progress, and future activities. In order to expedite the communication and utilization of reported information, electronic data files shall be provided to the CITY. The format of the data should utilize Microsoft Office products such as Excel®, or other alternatives approved by the CITY. This reporting shall include at a minimum, the following for the operation of the DMS:
- a. Name of the sub-contractor, if applicable
 - b. Number of trucks in use
 - c. Number of loading equipment
 - d. Number of personnel working
 - e. Contract number
 - f. Number and type of processing equipment
23. **CONTRACTOR's Project Manager:** The CONTRACTOR shall provide a Project Manager (PM) to oversee the work. The CONTRACTOR's PM shall attend daily project meetings with the CITY for the duration of the work. The CONTRACTOR's PM shall coordinate all communications with the CITY. The CONTRACTOR's PM shall oversee and be responsible for all reporting, information, and invoicing submitted to the CITY and shall provide at a minimum, the following:
- a. CONTRACTOR organizational charts with Work matrix and provide updates to reflect changes.

- b. Daily and weekly productivity reports.
 - c. Updated list of all subcontractors, as well as phone numbers of the CONTRACTOR's personnel.
 - d. An affidavit stating there is a signed Agreement between the CONTRACTOR and each subcontractor prior to assigning work.
 - e. At least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. The CONTRACTOR shall have a means to communicate with all their workers.
24. **Collection Crew:** The CONTRACTOR shall discuss potential collection requirements with the PUBLIC WORKS DIRECTOR or AUTHORIZED REPRESENTATIVE as part of the pre-event planning.
25. **Crew/Equipment Requirements:** A crew shall consist of the following minimum resources, unless approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE:
- a. One (1) self-loader or a combination of three (3) hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;
 - b. One (1) saw man and two (2) laborers with all pertinent equipment;
 - c. Two (2) flagmen;
 - d. Hot Spot Crew: The CONTRACTOR shall have at least one (1) "hot spot crew".
 - e. A minimum of three (3) field supervisors at all times. For each 100,000 cubic yards of disaster-related debris, an additional three (3) field supervisors shall be supplied. The CONTRACTOR shall provide sufficient field supervision for all assigned activities.
26. **Work Hours:**
- a. The CONTRACTOR shall not conduct debris removal and reduction operations generating noise levels above that normally associated with routine traffic from dusk until dawn, or as otherwise directed by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CONTRACTOR and the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
 - b. The CONTRACTOR shall perform work seven (7) days per week, including holidays as approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. The CONTRACTOR shall be required to work, at minimum, a ten (10) hour day, seven (7) days a week during the first pass removal phase. The CONTRACTOR will be required to work, at minimum, a ten (10) hour day, six (6) days a week during the remaining debris removal passes. The CITY reserves the right to extend or reduce the hours and days of operation during the Agreement period. The work shall be conducted during daylight hours. The CONTRACTOR may work more than ten (10) hours per day if desired. The CONTRACTOR shall coordinate with the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, to establish the work hours and to update schedules. Rain events during collection shall not be considered reason to stop work unless the conditions create a potential safety hazard. The CONTRACTOR shall notify the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, of work stoppage due to inclement weather with the appropriate justification.
 - c. Maximum allowable time for completion is one hundred eighty (180) calendar days. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall initiate additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.
 - d. Maximum allowable time for emergency push operations completion will be the first seventy (70) hours of actual work, unless the CITY initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties.
27. **Work Plan:**
- a. The CONTRACTOR shall, with the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a two (2), seven (7), and fourteen (14) day projection. The plan shall be updated every operational

period.

- b. The CONTRACTOR shall provide an interim schedule within two (2) days and a final project plan within five (5) days following the day of the disaster. Said project plan should include subcontracting activities, number of hauling units, and anticipated completion schedule.
- c. The CONTRACTOR shall provide an interim schedule within forty eight (48) hours and final plan within five (5) days following the receipt of the CITY's Work Order. The plan shall include details for subcontracting activities and a safety action plan for all operations.

28. **Operations and Safety Plan:** Upon execution of the Agreement, the CONTRACTOR shall prepare an Operations and Safety plan for approval by the CITY. The Operations and Safety plan shall include, but not be limited to, the following:

- a. Method of subcontracting collection crews including the determination of the number of crews
- b. Communications with the CITY
- c. Reporting data and information
- d. Quality Assurance/Quality Controls and other controls
- e. Field supervision and controls
- f. Documentation of response to and corrective measures for property damage resulting from collection activities
- g. Fuel supply
- h. Maintenance of traffic
- i. Equipment and operations safety procedures
- j. Protocol for debris removal around potential energized power lines
- k. Subcontractor training for compliance with federal requirements
- l. Invoicing

29. **Logistics Activities:** Upon request from the CITY, the CONTRACTOR shall be responsible for management, staff augmentation and support capabilities including, but not limited to, consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, debris removal, deployable personnel, and major end items and Development of Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, and food and lodging.

30. **Equipment:** The CONTRACTOR shall use only rubber-tired equipment in the performance of loading and hauling debris. The CONTRACTOR and its personnel shall not use equipment or labor authorized for debris removal under the Agreement for private work during the working hours designated under the Agreement. Equipment shall be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within three (3) days. The CITY prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the City. The CONTRACTOR shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.

- a. The CONTRACTOR shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal all non-grindable or non-burnable debris and ash residue, field reduction as required for loading, and any other equipment which may be necessary for the performance of the Agreement.
- b. Prior to commencing debris reduction and disposal operations, the CONTRACTOR shall present to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, for approval, a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
- c. All trucks and other road equipment shall be in compliance with all applicable local, state, and federal rules and regulations. All equipment used for hauling debris shall be measured and marked for its load capacity. The CONTRACTOR shall supply pre-approved measurement forms for each hauling container used under the Agreement.

- d. **Sideboards:** Sideboards or other extensions to a truck or trailer bed shall be allowed, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- e. Damaged sideboards shall be repaired prior to arriving at the DMS.
- f. **Trucks and Trailers:** All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches shall not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords shall not be permitted.
- g. Prior to commencing debris removal operations, the CONTRACTOR shall present to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, a list of all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity shall be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
- h. Hauling capacity, in cubic yards, shall be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer shall be uniquely numbered for identification with a permanent marking.
- i. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the CONTRACTOR's name, the subcontractor's name, individual and unique identification number, Agreement number, and the total capacity in cubic yards of the hauling container. The CONTRACTOR shall furnish these signs. All signs or markings associated with other work shall be removed prior to performing work included in the Agreement.
- j. Equipment used under the Agreement for debris collection shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (three (3) cubic yard and larger) and non-rubber tired equipment shall be approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. Non-rubber tired equipment shall be used at the DMS with the approval of the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- k. Hauling containers shall be a minimum of fifteen (15) cubic yards in volume unless approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- l. Trailer type hauler containers shall be equipped with either tandem axles and/or dual tires. A minimum of four (4) tires are required on all trailers. The Gross Vehicle Weight shall be a minimum of ten thousand (10,000) pounds on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
- m. Trucks or equipment that is designated for use under the Agreement shall not be used for any other work during the working hours of the Agreement. The CONTRACTOR shall not solicit work from private citizens, businesses, or others to be performed in the designated work area during the period of the Agreement. Under no circumstances shall the CONTRACTOR mix debris hauled for other contracts with debris hauled under the Agreement.
- n. The CONTRACTOR shall be responsible for removing all abandoned equipment from public and private property.
- o. The CONTRACTOR shall not store equipment or trucks on public property without the approval of the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.

- p. The CONTRACTOR shall not park or camp overnight on public property without the approval of the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE

31. **Debris Management Site Operations:** The CONTRACTOR shall operate the DMS. Only CONTRACTOR, CITY, State, Federal, and other vehicles specifically authorized by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, shall be allowed to use the sites.

- a. CITY citizens shall be advised to separate debris into the categories identified in this Agreement, if practical. Failure on the part of the users to separate the debris types does not relieve the CONTRACTOR of its Agreement responsibilities. CONTRACTOR shall coordinate with the PUBLIC WORKS DIRECTOR and CITY PUBLIC INFORMATION OFFICER to ensure accuracy of public message.
- b. The CONTRACTOR shall manage the DMS to accommodate the various types of delivered debris, i.e., vegetative and woody, mixed construction and demolition debris and vegetative, construction and demolition debris, and household hazardous wastes (HHW). It is possible that the extent of the disaster event may render this separation impractical.
- c. The Georgia Environmental Protection Division (EPD) requires that all HHW collected from debris operations shall be stored in a secondary container and maintained under a covered area. Leaking containers shall be placed in another container and stored in a secondary container. Twelve (12) volt batteries shall be stored above ground under a covered structure. The CONTRACTOR shall be responsible for the disposal or recycling of this type of debris.
- d. Each DMS shall be equipped with portable toilets with hand washing accommodations and a debris inspection/observation tower.
- e. The CONTRACTOR shall manage and operate the DMS located at various locations within the CITY. The CONTRACTOR shall verify with the CITY the location of the designated DMS. The CONTRACTOR shall use only DMS designated by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, unless otherwise approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. The CONTRACTOR shall haul vegetative debris, stumps, construction and demolition and mixed debris, to the respective DMS designated by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- f. Reduction of vegetative debris shall be through chipping/grinding or other reduction methods approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
- g. The CONTRACTOR shall be required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area shall be maintained to allow the efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. The CONTRACTOR shall provide all barricades on signaling to provide safe passage onto the public road from the DMS.
- h. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, that the last load of debris has been delivered, unless the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
- i. **Inspection Tower:** The CONTRACTOR shall provide all materials, tools, labor and supervision to construct an inspection tower or approved alternate at each DMS entrance. The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor-trailer. The inspection tower shall be sized to accommodate at least three (3) people. The inspection tower shall be constructed of durable structural materials and be designed to withstand active and static loads. The inspection tower construction shall also include a roof and sides for personnel protection. Stairs shall also be constructed for access into the inspection tower. Stairs design or configuration shall comply with OSHA regulations,

US Army Corp of Engineers guidance, and local codes to ensure safety performance needs as required. The CONTRACTOR shall inspect the inspection tower every day prior to the start of operations. The CONTRACTOR shall construct at least one inspection tower at the entrance of each DMS. The PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, may require additional inspection towers to improve traffic flow through the DMS, at no additional cost to the CITY. The CONTRACTOR shall only use aerial and scissor lifts on a temporary basis or until completion of the inspection tower.

j. **Debris Storage:**

The CONTRACTOR shall establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The CONTRACTOR shall set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by the CITY.

1. The CONTRACTOR shall be responsible for establishing site layout at each of the DMS.
2. The CONTRACTOR shall be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS.
3. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on- site roadway maintenance, and security and safety measures at each DMS.
4. The CONTRACTOR shall direct traffic entering and leaving the site, and shall direct dumping operations at the site.
5. As directed by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, the CONTRACTOR shall be responsible for sorting and stockpiling the debris at the site. Debris shall be segregated into the following:
 - a) burnable/grindable vegetative debris;
 - b) non-burnable/non-grindable mixed debris;
 - c) hazardous and toxic waste;
 - d) construction and demolition (C&D) debris;
 - e) white goods, and;
 - f) ash residue, at a minimum.
6. Further segregation of C&D debris, such as recyclable material may be necessary.
7. The CONTRACTOR shall take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as Freon, various oils, and fluids into the environment.
8. Upon completion of the debris reduction process, the CONTRACTOR shall clear the site of all debris and restore the site to the pre-existing condition before the disaster event. The CONTRACTOR shall coordinate inspection of restoration of the DMS with the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, and a checklist will be compiled by the CONTRACTOR. The DMS shall be restored to the satisfaction of the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, including response to inspection checklist items.
9. At the request of the CITY, the CONTRACTOR shall provide qualified and certified Freon recovery and hazardous waste crews to process or properly dispose of hazardous waste debris.
10. The CONTRACTOR shall conduct operations at the DMS such that all nuisances to the surrounding neighbors are minimized. Nuisances include but are not limited to noise, dust, smoke and traffic congestion.

32. **Debris Reduction:**

- a. Prior to beginning operations on this project, the PUBLIC WORKS DIRECTOR, or AUTHORIZED

REPRESENTATIVE, shall make a determination as to the type of reduction method that shall be used for vegetative debris at each DMS. The following five (5) methods may be selected for the reduction of vegetative debris:

- 1) Chipping/Grinding
- 2) Below-Grade Air-Curtain Incineration
- 3) Above-Grade Air-Curtain Incineration
- 4) Portable Air-Curtain Incineration
- 5) Air Curtain Incineration

- b. The CONTRACTOR shall process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs shall be included in the overall price for processing vegetative debris.
- c. The CONTRACTOR shall ensure all debris is processed and hauled from the DMS before moving to other sites, unless otherwise approved by the CITY.
- d. The CONTRACTOR shall provide sufficient site supervision of all assigned activities. The CONTRACTOR shall provide at least one (1) supervisor at every DMS.

33. Chipping and Grinding:

- a. When the CITY requires chipping/grinding as a method of debris reduction, it shall be the CONTRACTOR's responsibility to adequately dispose of the chips and/or mulch produced from the chipping/grinding. The CONTRACTOR may sell or give the chips and/or mulch for use in agricultural mulch, fuel, or wood products, consistent with federal, state and local requirements. Disposal options will be closely coordinated between the CONTRACTOR and the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. Final disposal at permitted facilities that require a tipping fee will be approved through the PUBLIC WORKS DIRECTOR or AUTHORIZED REPRESENTATIVE.
- b. The average chip size produced will be dependent on the needs of the end user or as defined by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. The reduction in volume of the vegetative debris shall be at least a four to one (4:1) ratio. The CONTRACTOR shall provide the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, the specification of the grinder screen size and the reduction ratio for each grinder used on this contract for approval prior to commencing chipping or grinding operations.
- c. Contaminants are not permitted in the chips or mulch. Plastics, metals, pressure treated lumber, and other non- vegetative debris shall be eliminated. Sand and dirt should be minimized as much as possible. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is a contaminant. Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- d. Chips/mulch shall be stored in piles no higher than twelve (12) feet, and meet all state and local laws. Chipping operations shall be at minimum of three hundred feet (300) from any improved structure to include but not be limited to: Railroad right of way, buildings, homes, vehicles, playground, storage structure, and roadways.
- e. The CONTRACTOR shall obtain in writing from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, any changes to the processing requirements above.

- 34. Burning Methods:** The primary method of vegetative debris reduction shall be chipping and grinding. The CONTRACTOR shall obtain authorization from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, for burning of vegetative debris. When burning method is authorized by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, the CONTRACTOR shall use the following two methods:

- a. Above-Grade Incinerator – High Water Table- The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that shall be precisely configured to properly function. The blower shall have adequate air velocity to provide a “curtain effect” to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
 - b. Below-Grade Incinerator – Low Water Table- The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a “curtain effect” to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
 - c. The burn shall be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
 - d. No hazardous or contained-ignitable material shall be dumped into the pit.
 - e. The CONTRACTOR shall apply for and obtain all local, state and federal permits for air curtain incineration and meet all applicable emission standards.
 - f. The CONTRACTOR shall be responsible for dust control while handling ash materials.
35. **Ash:** If applicable, the CONTRACTOR shall be responsible for the storage, removal, and containment of ash from all burning operations as may be approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. The ash containment area shall be “wetted down” periodically to prevent particles from becoming airborne.
36. **DMS Site Plan and Management:**
- a. The CONTRACTOR shall provide a site operations plan for review and approval by the CITY prior to beginning work. At a minimum, the plan shall address the following:
 - 1) Access to site
 - 2) Site management, to include point-of-contact, organizational chart, etc.
 - 3) Traffic control procedures
 - 4) Site security
 - 5) Site safety
 - 6) Site layout/segregation plan
 - 7) Hazardous Waste materials plan
 - 8) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
 - 9) Vector control
 - 10) Coordination for DMS selection
 - b. The CONTRACTOR shall be responsible for preparing the site(s) to accept debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers. The CONTRACTOR shall provide utility clearances and sanitation facilities. The CONTRACTOR shall protect existing structures.
 - c. The CONTRACTOR shall be responsible for installing site security measures and maintaining security at the site.
 - d. The CONTRACTOR shall manage the sites to minimize the risk of fire.

37. **DMS Spotter:** The CONTRACTOR shall provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. The CONTRACTOR shall remove all contaminants and hazardous waste from debris dumped at the DMS and stored in the appropriate locations.
38. **Public Drop-off to DMS:** It is possible that residents of the CITY may be allowed to bring debris to a DMS. The CONTRACTOR shall store this material separately to allow for proper documentation of debris reduction for this source of debris.
39. **DMS Traffic Control:**
- a. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
 - b. The CONTRACTOR shall be responsible for traffic control during operations performed by the CONTRACTOR's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Georgia Department of Transportation Roadway and Traffic Design Standards, latest edition.
 - c. The CONTRACTOR must be qualified and provide the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, with copies of certifications to conduct traffic control operations on roads in the CITY.
 - d. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.
40. **Recycling:** Recycling of debris by the CONTRACTOR is encouraged and will be coordinated with the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. CONTRACTOR shall keep revenue generated from recycling operations.
41. **Final Disposal:** All debris will be disposed of at properly permitted disposal locations approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. Tipping fees will be paid by the CONTRACTOR and reimbursed by the CITY as a direct cost with no markup.
42. **Closure of DMS:**
- a. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of shipping the last load of disaster-related debris for disposal. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.); grading the site; environmental remediation; and restoring the site to pre-work conditions. The site shall be restored in accordance with all State and local requirements. The CONTRACTOR shall receive approval from the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, as to the final acceptance of a site closure. Final payment shall be released to the CONTRACTOR upon acceptance by the CITY.
 - b. The CONTRACTOR shall remediate the entire DMS to pre-existing conditions. The CONTRACTOR shall prepare a cost for the remediation of each DMS for approval by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE.
 - c. Closure and Remediation of the DMS – After notice by the CITY, the CONTRACTOR shall cease debris collection activities and remove all CONTRACTOR's equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the CITY using the Toxicity Characteristic Leaching Procedure. Ash shall be disposed of in a Class I landfill if contamination is not found. The CITY reserves the right to split samples

or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater. The test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS to its original state which shall be subject to the CITY's final acceptance. The payment retainer shall not be released until all debris sites have been closed and remediated.

43. Hazardous or Toxic Waste Issues:

- a. The CONTRACTOR shall be required to construct a containment area at the DMS to store Hazardous Waste materials. This containment area shall consist of an earthen berm with a non-permeable liner. The containment area shall be covered at all times with a non-permeable cover.
- b. All materials that are classified Hazardous Waste shall be reported immediately to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. This material shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All hazardous debris shall be moved and placed in the designated containment area.
- c. Regulated hazardous wastes shall be collected by a specialty contractor licensed and permitted to handle these types of materials. The CONTRACTOR shall notify the CITY PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, of the location of any potential hazardous waste materials.

44. Hazardous Waste Spills:

- a. The CONTRACTOR shall be responsible for reporting to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, and cleaning up all hazardous materials or waste spills caused by the CONTRACTOR's operations at no additional cost to the CITY.
- b. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
- c. Spills shall be reported to the Georgia Environmental Protection Division (EPD) – State Warning Point and the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, immediately following discovery. A written follow-up report shall be submitted to the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum shall include the following:
 - 1) Description of the material spilled (including identity, quantity, manifest number, etc.)
 - 2) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
 - 3) Exact time and location of spill, including description of the area involved
 - 4) Receiving stream or waters
 - 5) Cause of incident and equipment and personnel involved
 - 6) Injuries or property damage
 - 7) Duration of discharge
 - 8) Containment procedures initiated
 - 9) Summary of all communications the CONTRACTOR has had with press, agencies, or government officials, other than the CITY.
 - 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

- 45. Surface Damage:** The CONTRACTOR shall be responsible for filling to grade, with like material, all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris removal. The CONTRACTOR shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the CONTRACTOR's equipment or personnel. The CONTRACTOR shall preserve and protect all existing structures, utilities, vegetation, etc. on or adjacent to the area of work. The CONTRACTOR shall repair or replace, with like materials, all damaged mailboxes as soon as

possible after which the damage occurred.

46. **Repairs:** The CONTRACTOR shall be responsible for repairing all damage caused by the performance of its work. The CONTRACTOR shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris handling, processing and reduction. The CONTRACTOR shall repair all damage to existing grade, road shoulders, trees, shrubs, and grass areas, caused by the CONTRACTOR's equipment or personnel. The CONTRACTOR shall preserve and protect all existing structures and vegetation on or adjacent to the area of work.

47. **Claims:** The CONTRACTOR shall contact the person(s) making claims regarding damages within twelve hours of receiving said claim. CONTRACTOR shall coordinate a site visit with the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE. Information such as method of repair and timeline for completion shall be discussed. The CONTRACTOR shall provide the CITY with a daily report listing all damage claims and outlining the status of all damage repairs. The CONTRACTOR shall coordinate with the CITY's 311 Call Center who will intake calls regarding claims and will forward them to the CONTRACTOR's call center or phone line designated for claim processes.

48. **Claims Resolution:**

The CONTRACTOR shall respond, in writing, to each claimant within ten (10) calendar days after a claim has been logged, with a copy submitted to the CITY's Solid Waste Department. All claims shall be resolved by the CONTRACTOR within twenty (20) calendar days after submission. When submitting reports of the resolved claims to the CITY's designated representative, the CONTRACTOR shall attest to the following:

- a. To the best of the CONTRACTOR's knowledge, all data offered by the claimant must support that the claim is accurate and complete;
- b. Paid claims shall accurately reflect the claimant's actual incurred costs;
- c. All records and claims of records shall be put into a spreadsheet and submitted every twenty (20) calendar days. The spreadsheet shall include all paid claims, all outstanding claims, and explanation of status for any claims exceeding twenty (20) calendar days; and
- d. No claims are to be paid unless a valid claim was submitted to, and approved by, the CITY's designated representative.

49. **Invoicing:**

- a. The CONTRACTOR shall submit invoices to include a detailed tabular report listing all individual load tickets, hazardous limbs, hazardous trees, and hazardous stumps during debris removal phase. Hours worked for each piece of equipment and crew during emergency debris clearance (Push). All backup documentation supporting the invoice charges shall be attached with the invoice. The report shall meet the CITY's requirements for invoicing and be approved by the PUBLIC WORKS DIRECTOR, or AUTHORIZED REPRESENTATIVE, prior to the invoicing process.
- b. The CONTRACTOR shall submit invoices no longer than thirty (30) calendar days for work completed.
- c. The CONTRACTOR shall invoice FEMA Ineligible Debris completely separate from FEMA Eligible Debris. The CONTRACTOR shall mark all FEMA Ineligible Debris invoices with **FEMA INELIGIBLE** on the front top of each invoice.

50. **Documentation Management and Support:**

- a. The CONTRACTOR shall assist the CITY in preparation of Federal and State reports for Public Assistance or Emergency Relief. The CONTRACTOR shall work closely with State Emergency Management, Federal, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.

- b. The CONTRACTORs field inspection reports and other data shall be sufficient to provide substantiation for Federal and State reimbursement.

51. **Required Federal Provisions for Public Assistance and Emergency Relief Program:**

- a. **Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA or Federal Emergency Management Agency (FEMA). If FHWA, Department of Transportation, or FEMA determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the CITY shall notify the CONTRACTOR in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law, FHWA or FEMA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.
- b. **Documentation of Project Costs:** All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.
- c. **Inspection:** The CONTRACTOR shall permit authorized agents of The City, it's Designee, FHWA or FEMA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The CITY reserves the right to unilaterally cancel this Agreement for refusal by the CONTRACTOR, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of the Georgia Open Records Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.
 - 1) The CONTRACTOR agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all CONTRACTORS shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the CONTRACTOR agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate."
- e. **Equal Employment Opportunity:** In connection with the carrying out of the project, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- f. **Title VI - Civil Rights Act of 1964:** The CONTRACTOR will comply with all the requirements imposed

by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- g. **Americans with Disabilities Act of 1990 (ADA):** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.
- h. **Restrictions on Lobbying:** The CONTRACTOR agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - 1) If any funds other than federally-appropriated funds have been paid by the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 2) The CONTRACTOR shall require that the language of this paragraph be included in the Award documents for all sub awards at all tiers (including subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

52. Establishment and Maintenance of Accounting Records:

- a. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Georgia Open Records Act. The CITY also has the right to conduct an audit within ninety (90) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement, based upon the findings in this audit, without regard to any notice requirement for termination.
- b. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the CITY at all times during the period of this Agreement and for five (5) years after the Department of Transportation or FEMA has closed out an Emergency Event with the Georgia Emergency Management Agency. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation or FEMA for a proper audit of costs.

- 53. The compensation amount shall remain in accordance with the fixed pricing schedule set forth in Exhibits "A and B" of the solicitation.

Section III. Response Submission.

One (1) original and two (2) copies of all information in response to this request shall be submitted to:

City of Valdosta
Teffany Edwards, Purchasing Agent
2nd Floor City Hall
216 E. Central Ave.
Valdosta, GA 31601

Submittals should be clearly marked on the outside as **RFP - Disaster Related Debris Removal Services.**

Sealed responses may be hand delivered to the above listed address. Sealed responses must be delivered in writing. Verbal responses are not acceptable. City of Valdosta assumes no responsibility for responses received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If responses are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

Responses must be received at the City of Valdosta, Purchasing Division, 2nd Floor, Valdosta, GA 31601, before **10:00AM on September 18, 2023 EST.** A Selection Committee will review all proposals submitted prior to the deadline. Based upon the background information reported in the RFP, the Committee will determine whether the respondent is qualified or unqualified. The City reserves the right to request additional information or clarification from respondents. Cost will not be the sole determining factor in selecting a firm. The selection committee will rank the qualified firms based on the data submitted. The committee may require each of these firms to make a formal presentation to the selection committee regarding its qualifications to perform the requested services. The top ranked firm will be selected for final negotiations. Upon completion of negotiations and acceptance/approval by the City Council, a formal contract agreement will be executed between the City and the Contractor.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

Proposal packages shall be limited to **not more than 50 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point. *Note: Required attachments will not be counted in the 50 page limitation.*

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the CITY. The following list details the appropriate proposal format.

Proposals may not be withdrawn for a period of **sixty days (60)** days after the date for receipt of proposals.

All documents resulting from this RFP solicitation shall become the sole property of City of Valdosta.

Section IV. Submittal Format.

A. Past Performance - Tab "A" (30 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;

2. Description of all services provided;
3. Performance period; and
4. Total amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

B. Firm Qualifications and Experience – Tab "B" (25 Points).

1. **Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an AUTHORIZED REPRESENTATIVE of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 50 page count.)
2. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to City of Valdosta.
3. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
4. **Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
5. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Georgia, with active certificates of authority issued by the State of Georgia, Office of Insurance and Safety Fire Counciler.
6. **Corporate Standing and Authorized Signatories.** Proposers **must provide a copy of the State Certificate of good standing** listing the officers of the company.
7. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only.

C. Project Approach – Tab "C" (25 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. State your firm's ability to perform the work within the time periods specified.
3. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
4. Provide a clear statement of the specific services and work to be performed. Include information concerning each type of work and staff committed to accomplish each work area.
5. Provide an implementation schedule for proposed services including any management and planning strategies.
6. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Fee Schedule – Tab "D" (15 Points).

The Price Proposal shall be completed and included in Tab D. An authorized signatory must sign attesting to knowledge of the scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the CITY maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

E. Technical Approach – (5 Points).

This section is to ensure that all requested information is submitted in the format requested and quantities requested.

Section VI. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the CITY may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the CITY;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the CITY on a debt or a contract; whether the proposer is in default on surety to the CITY; or whether the proposer's taxes are delinquent.

B. Best and Final Offer and Negotiations.

The CITY may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Purchasing Office and a member from the end use department. The CITY reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.

C. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the CITY may be rejected, in whole or in part, without recourse, when it is in the best interest of the CITY. The CITY reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the CITY. The CITY also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the CITY.

D. Protests.

Any proposer or respondent, who is not the awarded Contractor, but is aggrieved in connection with the award of a Contract, may file a Notice of Protest, in writing, with the Purchasing Department, within seventy-two (72) hours after Council or City Manager approval. The decision of the City Council is final.

E. Award of Contract.

1. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Purchasing Department will prepare the required award documents and make recommendations for approval to the City Council or City Manager. The City Council retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the CITY.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the CITY to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The CITY specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the CITY's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the CITY as a result of work performed while under contract shall be considered the property of the CITY and may be used in any fashion the CITY deems appropriate. The CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting Works of the awarded contract.

Section VII. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. CITY abides by the provisions set forth in State of Georgia Statutes relative to the appropriation of funds.

B. Local Occupational Tax Certificate

The CITY requires any contractor doing business within the CITY to obtain an Occupational Tax Registration Certificate prior to commencing any work activity. Please contact the CITY Occupation Tax Office directly for information concerning this requirement at (229) 671-3632.

C. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The CITY will not entertain separate payment for these items.

D. Taxes.

The CITY is tax exempt. As such, the CITY does not pay State of Georgia Sales Tax or Federal Excise Tax.

E. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of City of Valdosta. Furthermore, all proposers must disclose the name of any CITY OF VALDOSTA officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with this requirement. The CITY may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

F. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

G. Liability.

The successful proposer shall act as an independent contractor and not as an employee of City of Valdosta. The successful proposer will be required to indemnify, defend, and hold and save harmless the CITY, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any Work or duty required to be performed by the successful proposer.

H. Indemnification.

See attached form. Complete and submit with proposal.

I. Equal Opportunity.

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

J. Office of Record.

The City of Valdosta Purchasing Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at (229) 259-3521.

K. Public Records.

All responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

L. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the CITY and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

M. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

N. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the CITY.

O. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

P. Sovereign Immunity.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Georgia State Legislature or may be adopted by the Georgia State Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Georgia State Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Q. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Valdosta shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens are protected from any emergency situation that threatens public health and safety as determined by the CITY. The Proposer agrees to rent/sell/lease all goods and services to the CITY on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the CITY with products and/or services not under the awarded Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

R. Public Records Compliance.

If successful Proposer/Contractor will act on behalf of the CITY, the Proposer/Contractor, subject to any applicable legal and equitable remedies, shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service; and
2. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided by applicable State and Federal

law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
 5. If the contractor does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with the contract.
- S.** The successful proposer agrees to adhere to the Federal Laws as stated in 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide, and any other applicable Federal rules, regulations or policy relating to disaster services.

Attachment A - Pricing Schedule
(This information is required but will not be used for
evaluation purposes)

Emergency Debris Clearance (Push)

<i>ALL EQUIPMENT RATES BELOW INCLUDE OPERATOR, FUEL AND MAINTENANCE COSTS</i>	
CONTRACTOR NAME:	
Personnel/Equipment	Hourly Rate
Stump Grinder	
50' Bucket Truck	
Service Trucks	
Tractor with Box Blade	
Water Truck (2000 gal.)	
Motor Grader	
Climber with Gear	
Superintendent with Truck	
Foreman with Truck	
Operator with Chainsaw	
Traffic Control Personnel	
Laborer	
Field Project Foreman	
Administrative Assistant	
Clerical	
Trackhoe, CAT 330 or Equiv.	
Bulldozer	
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	

Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	
Fork Lift, Capacity 50,000, To 215 Horsepower	
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	

Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	
Sweeper, Pavement, To 110 Horsepower	
Sweeper, Pavement, To 150 Horsepower	
Sweeper, Pavement, To 200 Horsepower	
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity, 30 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mover	
Trailer, Equipment, Capacity 30 tons	
Trailer, Equipment, Capacity 40 tons	
Trailer, Equipment, Capacity 60 tons	
Trailer, Equipment, Capacity 120 tons	
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450 Horsepower	
Truck Knuckle Boom, add flatbed truck to truck mounted crane	
Truck Pick-up, To 130 Horsepower	
Truck Pick-up, To 180 Horsepower	
Truck Pick-up, To 230 Horsepower	
Truck Pick-up, To 280 Horsepower	
Truck Tractor, To 210 Horsepower	
Truck Tractor, To 265 Horsepower	
Truck Tractor, To 310 Horsepower	
Truck Tractor, To 350 Horsepower	
Tub Grinder, To 400 Horsepower	
Tub Grinder, To 500 Horsepower	
Tub Grinder, To 600 Horsepower	
Tub Grinder, To 700 Horsepower	
Tub Grinder, To 800 Horsepower	
Tub Grinder, To 900 Horsepower	
Tub Grinder, 1,000 Horsepower	

Attachment B - Pricing Schedule
**(All items are required but only items 1-10 will be used for
evaluation purposes)**

Debris Removal and Disposal

Contractor Name: _____

	Name and Description	Cost per Unit
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
1.a.	Mileage Radius: 0-15 Miles	\$ /cu.yd.
1.b.	16-30 Miles	\$ /cu.yd.
1.c.	31-60 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a CITY approved disposal site or landfill	
2.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
2.b.	21-40 Miles	\$ /cu.yd.
2.c.	41-70 Miles	\$ /cu.yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a CITY approved disposal or recycling facility	
3.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
3.b.	21-40 Miles	\$ /cu.yd.
3.c.	41-70 Miles	\$ /cu.yd.
4.	Tipping fees, fees for Vegetative and C&D (Construction and Demolition), shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the CITY for reimbursement	

5.	Management, Processing and Loading of all eligible debris and/or residue at the CITY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by grinding ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	/cu.yd.
6.	Management, Processing and Loading of all eligible debris and/or residue at the CITY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by burning ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	/cu.yd.
7.	<u>Hazardous trees</u> – Trees will be evaluated by the CITY and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured in accordance with prevailing FEMA Policy.	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
7.a.	6-12” Diameter	/tree
7.b.	13-24” Diameter	/tree
7.c.	25-48” Diameter	/tree
7.d.	> 48” Diameter	/tree
8.	Stump “Extrication” fee – All in Accordance with prevailing FEMA Policy.	
8.a.	Stumps 24 – 35.999” in diameter	/ ea
8.b.	Stumps 36” to 47.999” in diameter	/ ea
8.c.	Stumps greater than 48” in diameter	/ ea
	*For loose stumps placed on right of way by others, convert to cubic yards and haul as regular vegetative debris.	

9.	Hangers – Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2” or greater diameter at the point of break. The Contractor, at the direction of the CITY, will remove hangers for a unit price per tree, in accordance with prevailing FEMA Policy.	/tree
10.	Fallen Trees – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	/tree
11.	Fill Dirt – As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ /cu.yd.
12.	Soil, Mud, Sand – The CONTRACTOR shall remove soil, mud and sand identified as disaster debris and hauled to a final disposition site within 30 miles in accordance with all federal, state and local rules, regulations and laws.	\$ /cu.yd.
13.	Household Hazardous Waste – The CONTRACTOR shall remove household hazardous waste in accordance with all federal, state and local rules, regulations and laws.	\$ /lb
14.	White Goods – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$ /unit
15.	Freon Recovery – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /unit
16.	Training and Assistance: The Contractor shall assist with the development of a debris management plan and provide one day of Debris Management training per year to the CITY staff, as arranged by the Emergency Management Division.	Included
17.	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Included
18.	Temporary Storage of Documents – The CONTRACTOR shall provide storage of daily or disaster- related documents and reports for protection during the disaster event	Included

19.	Reporting and Documentation_– The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA requirements	Included
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Contractor acknowledges receipt of the following Addenda: (If none, state "NONE RECEIVED")

Addendum # _____, dated _____ Addendum # _____, dated _____

If awarded the contract, the contractor will provide proof of insurance as specified and proof of current CITY OF VALDOSTA Occupational Tax Certificate to the Purchasing Department within five (5) days following issuance of the Notice of Award.

Authorized Signature

Tax ID #

Address

City State Zip

Seal (If Incorporated)

Telephone # Fax #

Email

****COMPLETE AND SUBMIT****

Indemnity Agreement

This indemnity agreement made and entered into in favor of CITY OF VALDOSTA, a municipal corporation, by _____.

WHEREAS, _____ has submitted a bid to City of Valdosta so as to provide _____.

NOW, THEREFORE, as an additional consideration in City of Valdosta awarding the bid to _____.

_____ agrees to indemnify and hold harmless City of Valdosta, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of City of Valdosta, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to the City of Valdosta sole negligence or willful misconduct of the City of Valdosta. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 2023.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

****COMPLETE AND SUBMIT****

Certification Of Non-Collusion

The respondent being sworn, disposes and says,

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competition in connection with this submittal.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Governing Law and Venue

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by the laws of the state of Georgia.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Lowndes County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Debarred Bidders/Integrity Certification

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor. Should the contractor be debarred after awarded, it will immediately be reported to the City. Should the contractor falsely certify that it is not a debarred, the contractor will reimburse the City for any costs deemed ineligible as a result.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

NOTICE TO PROPOSERS

1. Any prices offered by proposers on any item or service offered to the City of Valdosta shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (As Soon As Possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
3. The City of Valdosta reserves the right to accept any or all items where maximum delivery date, as listed in the specifications if not met by proposer.
4. Signature below of authorized agent for proposer shall constitute recognition and acceptance of all conditions of the sale as listed above.

Company Name

Authorized Agent

FUND APPROPRIATION CONTINGENCY

The proposer and the City recognize that the continuation of any contract after the close of any given fiscal year of the City of Valdosta shall be subject to the approval of the budget of the City of Valdosta providing the contract is an approved expenditure. The City does not guarantee that the expenditure will be actually adopted each year by Mayor and Council.

INDEMNIFY AND HOLD HARMLESS

Contractor further agrees to indemnify, defend and hold harmless the City against (1) any and all losses, claims, damages, law suits and liabilities for any personal injury, death or property damage arising out of or as a consequence of any work performed pursuant to this contract, (2) any and all expenses related to claims or lawsuits resulting from the above including courts cost and attorney fees, (3) any and all penalties and damages incurred by reason of contractor's failure to comply with any applicable laws, ordinances or regulations.

DEFAULT

In case of default by the contractor or any other reason deemed appropriate by the City, the City may by providing 30 days written notice cancel this contract and make award to another contractor. The City reserves the right to recover the excess cost by deduction from an unpaid balance or by invoicing the defaulting contractor for any price differences.

GENERAL SPECIFICATIONS

It is the intent of these specifications and scope of work to furnish the City of Valdosta with the following requisitioned equipment or services, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the equipment or services proposed.

The City of Valdosta reserves the right to accept any or all conditions or to choose the proposer considered to be in their best interest.

The final decision of will be made upon the award of the City of Valdosta Mayor and Council. Vendor names may be removed over time if a proposal has not been sent back to the City. We reserve the discretion to clean our system at any time.

**NO RFP WILL BE CONSIDERED IF RECEIVED AFTER THE DATE
AND TIME SPECIFIED.**

Please put the RFP No. on the outside of your return envelope or package.

Please be aware that private and public mail carriers are not always reliable on next day delivery in our area. Please assure your response is sent in plenty of time to reach us. As you know, late responses are not acceptable. If you utilize the US Postal Service and mail your response to the physical address, the chances are high it will be diverted to our post office box so allow extra time for delivery. Private carries will deliver to the physical address but include "Purchasing, 2nd Floor" in your delivery address and be aware that although you pay overnight fees, overnight delivery is not always successful although you are told the delivery time will be met.

Cooperative Procurement

By signing this package, Vendor agrees it will permit piggyback purchases to this RFP, RFQ, etc./contract for other government entities such as city, county, local authorities, agencies, non-profits, boards of education, or other governmental agencies not listed offering the same prices, terms, and conditions offered to the City of Valdosta. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following award date, or during renewals or extensions periods of the contract. Also, piggybacking will only be for the item(s)/service(s) as provided for the original document with the exception of very minor changes. Major scope changes shall not be allowed. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

INSTRUCTIONS TO PROPOSERS

1. Proposals must be enclosed in a sealed plain envelope, with the RFP number written on the outside and endorsed with the title of the proposal, and must be filed with the Purchasing Agent of the City of Valdosta, located at 216 E. Central Ave, 2nd Floor. In the event you choose to mail your proposal, it should be mailed to Teffany Edwards, P.A., P.O. Box 1125, Valdosta, Ga. 31603.
2. No proposer will be allowed to withdraw his proposal for any reason whatsoever after the RFP's have been opened.
3. The specifications and scope of work following, represent the minimum general size, weight, capacity and performance characteristics desired in the equipment or services to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all proposals submitted shall not be subject to correction or alteration after the RFP has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. The City of Valdosta reserves the right to evaluate any or all RFP's, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
5. It is expressly understood by the proposer that written notice of the award or purchase order by the City of Valdosta will constitute an agreement and consummate the transaction and will serve together with the proposal, the advertisement, these instructions and the detailed specifications, as the entire form of contract between the parties.
6. The proposer agrees that the City of Valdosta reserves the right to reject any or all proposals, or to accept the part of the RFP considered to be in the best interest of the City.
7. Specifications and the scope of work referred to are minimum, therefore unless otherwise indicated by the proposer, the City will assume proposals meet or exceed all specifications.
8. The names of a certain brand, make or definite specifications are to demote quality standard of the article desired, but do not restrict proposers to the specific brand, make or manufacturer named; it is to set forth and convey to prospective proposers the general style, type, character and quality of the article desired.
9. The City of Valdosta reserves the right to reject all RFP's as appears in its own best interest and to waive technicalities.

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Valdosta or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Valdosta or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____

Contractor's Name: _____

City of Valdosta Georgia Contractor Affidavit

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Valdosta, Georgia has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Valdosta, Georgia, the Contractor will secure from subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Valdosta Georgia at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 202____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Contract Act of 1986 (IRCA), P. L. 99-603