REQUEST FOR PROPOSAL

Bid Title:
Disaster Debris Clearance and Removal Services

Date of Issue: August 9, 2019

Proposals Due: August 27, 2019

Time: 2:00 PM

Issued for:
The Town of Topsail Beach
If you have received this bid/proposal from a source other than the Town of Topsail Beach, it is the responsibility of the bidder to ensure that all addenda have been received. Bidders can notify the Town Manager by email at townmanager@topsailbeach.org or the Asst. Town Manager/Town Clerk by email at townclerk@topsailbeach.org to ensure that your company is added to the distribution list. All addenda will be posted on the Town’s website at www.topsailbeach.org.

However, it is still the responsibility of the bidder to ensure that all addenda are received prior to submitting a bid/proposal.
Town of Topsail Beach  
Request for Proposals  
Disaster Debris Clearance and Removal Services

1.0 INTRODUCTION

The Town of Topsail Beach is soliciting proposals for disaster debris removal, reduction, disposal and other necessary emergency clean-up activities associated with a hurricane or other natural disaster. The contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities.

Responding firms (“Contractor”) must, at a minimum, have performed at least three (3) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards and provide references for the communities where these operations took place. Contractors will need to be licensed to do business in North Carolina and not on the debarred FEMA list.

Copies of the Request for Proposal (RFP) may be obtained by applying to the Town Clerk during regular business hours. The Town of Topsail Beach reserves the right to reject any and/or all proposals and/or waive any informality or irregularity in the proposal.

2.0 PREPARATION OF PROPOSAL

Proposals shall be submitted on the forms included with the bid documents. Proposals shall be signed by the person or persons legally authorized to bind the contractor to a contract. Proposals that are not signed will be rejected.

Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

Failure to submit a proposal with all proposal requirements or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular and may be considered sufficient cause for rejection of the Proposal.

Negligence or error on the part of any Contractor in preparing its proposal confers no right of withdrawal or modification of their bid after time has been called. Sureties and principals are advised that the Town cannot give consideration to any “plea of error” in preparation of the bid, except in accordance with N.C.G.S. 143-129.

A bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.

3.0 SUBMITTALS

In order to be considered all proposals must be submitted in writing no later than 2:00 PM (EST) on August 23, 2019. Time is of the essence; No proposal will be accepted after the official time and date. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the Town Clerk on or before the specified time and date is solely and strictly the responsibility of the responding firm. The Town will in no way be responsible for delays caused by any occurrence. Responses may be hand carried or mailed to:

Town of Topsail Beach  
Attn: Michael Rose  
820 S. Anderson Blvd  
Topsail Beach, NC 28445
Only sealed proposals will be accepted; however, this is not a public bid opening. The outside of the sealed envelope shall be clearly marked “TB RFP #2019-001 Disaster Debris Removal Services.”

All proposals shall be submitted in triplicate: One original and two (2) copies.

4.0 QUESTIONS

All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than Wednesday, August 21, 2019 at 12:00 PM. Questions may be faxed at (910) 328-1560 or emailed to townmanager@topsailbeach.org.

Only written questions will be considered formal. Any information given by telephone will be considered informal. Any questions that the Town feels are pertinent to all proposers will be emailed as an addendum to the RFP. FAX and e-mail messages will be treated as written questions.

5.0 EVALUATION

No part of this solicitation is to be considered part of a contract nor any provisions contained herein to be binding of the Town of Topsail Beach.

Award shall be made to the responsible firm(s) whose qualifications are determined to be the most advantageous to the Town, taking into consideration qualifications, experience, financial strength, mobilization and operational plans, and the rate schedule. Estimated quantities (determined by the Town) will be used in the evaluation of the unit rate price schedule. The Town is not using a weighting system.

The Town of Topsail Beach anticipates award of the contract no later than September 11, 2019.

6.0 CONTRACT TERM

The contract(s) will be for a five (5) year period with the option to extend the contract on an annual basis upon mutual agreement of both parties. All work set forth in the Scope of Work must be approved by personnel authorized by the Town Manager. Note: There is no escalation clause during the five (5) year term.

7.0 BONDS

Bid Bond: Pursuant to 2 CFR 200.325 Bonding Requirements, an original bid bond payable to the Town of Topsail Beach shall be submitted with the proposal response in the amount of five (5%) percent of the total proposed bid amount based on Schedule 1 will be required. The bid bond will be returned to the unsuccessful contractor(s) as soon as practicable after opening of proposals. The bid bond will be returned to the successful proposer after acceptance of insurance coverage and full execution of contract documents with the Town. Failure of the successful proposer to execute a contract and furnish evidence of appropriate insurance coverage, as provided herein, within 30 days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid bond to the Town, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.
Performance & Payment Bond: Selected Contractor(s) will be required to post a performance and payment bond in an amount of 100% of the estimated contract price within ten (10) days after the contract has been activated and a Notice to Proceed has been issued by the Town. The estimated contract price will be determined at the time of the event due to the severity of the storm. The bond shall continue throughout the contract execution period, when the Town Manager issues a Notice to Proceed, until such time as the scope of work contained in this contract is completed as determined by the Town Manager. Bonds shall be submitted to the Town Finance Officer.

The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon activation of contract and issuance of a Notice to Proceed by the Town. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S. The Contractor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by the Town.

8.0 WITHDRAWAL OF BID

Bidders may withdraw or withdraw and resubmit their proposal at any time prior to the time proposals are due. NO bid may be withdrawn after the scheduled closing time for receipt of bids.

9.0 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner.

10.0 Compliance with 2 CFR Part 200

The Contractor agrees to recognize and comply with all applicable standard, orders or regulations issued pursuant to Appendix II of 2 CFR 200. Standards, orders or regulations that are not applicable to the scope of work will not be required by the Contractor.

11.0 MINORITY BUSINESSES

Consistent with the provisions of 2 CFR 200.321 the Town shall take affirmative steps to secure small businesses, minority and women owned businesses. The Town desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises;

Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises;

Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction
projects and subcontracts;

Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

In addition, the Town will also adhere to and require the Contractor to follow 2 CFR 200.321 requirements which are as follows:

1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

2) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;

3) Dividing total tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

4) Establishing delivery schedules, where the requirement permits, to encourage participation by small and minority businesses and women’s business enterprises;

5) Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as appropriate;

6) Requiring the prime contractor, if subcontracts are to be awarded, to take the five previous affirmative steps.

The Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract. The Contractor agrees by executing this contract that he/she will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is complied with. The Contractor shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the Contractor to carry out the requirements set forth in the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

12.0 SAMPLE AGREEMENT

Attached is a Sample Service Agreement that describes the Town’s contractual terms and conditions. Each successful firm will be required to enter into a service agreement. Any exceptions to the terms and conditions of the Service Agreement must be documented and submitted as requested in Section 13 below.

13.0 PROPOSAL REQUIREMENTS

Proposing firms should, at a minimum, provide the following information listed below. Each requirement shall be labeled and submitted in the order listed below:

Section 1: Introduction: At a minimum the introduction shall include: Firm name, address, telephone, fax number, contact person and e-mail address; Year established and former firm names; Names of principles of the firm; Types of services for which the firm is qualified; and an understanding of the scope of work/services;
Section 2: Bid Bond

Section 3: Contractor technical experience. This section shall include debris volume estimates with backup documentation as to how the contractor determined its estimates.

Section 4: Organizational chart

Section 5: Training and professional experience (include all professional certifications)

Section 6: List of all existing debris removal/hauling contracts

Section 7: References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cu yds.

Section 8: A list of sub-contractors and a subcontractor plan which includes a clear description of the percentage of work that will be subcontracted out and a list of subcontractors the contractor plans to use.

Section 9: Financial resources and bond rating – **Label this section as “CONFIDENTIAL”**

Section 10: A) Detailed listing of Contractor’s equipment and resources; and

B) A mobilization and operations plan

Section 11: Construction drawings for OSHA compliant temporary inspection towers

Section 12: Completed Forms on forms provided

- Schedule 1 – Unit Rate Price Schedule (on provided forms)
- Schedule 2 – Hourly Equipment and Labor Price Schedule (on provided form)
- Non-Collusion Affidavit (on provided form) MUST BE NOTARIZED
- Proposer’s Bid Certification Form (on provided form) MUST BE NOTARIZED
- Certification Regarding Debarment and Suspension (on provided form)

Section 13: Exceptions to the Town’s Service Agreement

14.0 **OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS**

Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (“FEMA”) Publication 325, all applicable State and Federal Disaster Specific Guidances (“DSGs”) and policies, and as directed by the Public Works Director. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling the debris to an approved Temporary Disposal Staging and Reduction Site “TDSRS” or landfill, 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the Town Manager or Public Works Director. It shall be the Contractor’s responsibility to load, transport, reduce, and properly dispose of any and all FEMA eligible debris which is the result of the event under which the Contractor was issued a Notice to Proceed. This includes, but is not limited to:
Vegetative Debris

- Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
- Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket. Chain saw crews may be required to cut up large trees and stumps. Cranes may be required for removal of large trees and stumps.
- Broken tree limbs on trees which measure more than two inches in diameter at any point.
- Remains of standing trees which are obviously damaged beyond salvage.

Construction and Demolition (C&D) Debris

- Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels.
- Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- Metal Debris - Various thicknesses of corrugated metal and other thin sheet metal products.

The Town will also be under contract with a debris monitoring contractor to provide professional consulting services in disaster management and recovery. This contractor will assist the Town in disaster debris monitoring in the event a contract is activated. In addition, the contractor will oversee the project and ensure that the contractors are using the appropriate forms required by federal agencies.

15.0 DESCRIPTION OF DESIGNATED AREA

The designated area for debris removal is bound by the Town limits and includes all public right-of-ways, easements, public beach areas, Town parks, alleys, and Town debris staging areas (if any) within the incorporated areas of the Town. All private roadways within the Town that are serviced by municipal vehicles or contractors of the Town are included. Debris removal performed on these municipal roadways will be performed as identified by the Public Works Director.

All debris identified by the Town Public Works Director shall be removed. The Contractor shall make a minimum of four complete passes through the Town, removing all debris along each street Right-of-Way ("ROW"). Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Town or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the Town Manager, in writing. No FEMA ineligible debris shall be hauled from the designated area.

Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all state, local, and federal regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be
taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris shall be mechanically loaded and reasonably compacted into the trucks and trailers. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at the TDSRS, unless approved in advance by the Public Works Director or other designated Town representative.

Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches (6") in any dimension shall be left on site. Hand crews and rakes will be required.

Contractor will provide an on-site Project Manager to the Town. The Project Manager shall provide a telephone number to the Town with which he or she can be reached for the duration of the project. The Project Manager will be expected at daily meetings with the Public Works Director and/or his representative. Daily meeting topics will include, but not limited to volume of debris collected, completion progress, Town coordination, and damage repairs. Frequency of meetings may be adjusted by the Town Manager. Contractor Project Manager must be available 24 hours a day, or as required by the Town Manager.

TDSR sites will be determined prior to storm events. The Contractor will be responsible for returning the DMS to its original condition. At present, no definitive TDSR sites have been identified.

At present, no definitive location(s) have been approved for final disposal of non-biodegradable and biodegradable debris. Possible location(s) will be determined prior to storm events.

Town does not warrant or guarantee the availability or use of any dump sites. Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the Town Manager. The Town will maintain ownership of all reduced and unreduced assigned to the Contractor for removal until the debris reaches the final disposal site. The Contractor will, at no time, take ownership of the debris unless approved, in writing, by the Town Manager.

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other Town approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Contractor. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. Tipping fees need to be listed as a separate item on all tickets/invoices. The contractor and hauler must charge the Town’s current rate for tipping fees; no markup (profit) is authorized for tipping fees.

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

The Town reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

16.0 SCOPE OF WORK
A. Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from Town roadways, and
waterways, to make them passable immediately following a declared disaster event. All roadways designated by the Town Manager shall be clear and passable within seventy (70) working hours of the issuance of a notice to proceed from the Town to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the Public Works Director.

B. ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the Town to a designated disposal facility.

Vegetative debris existing in the Town ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, Town parks, alleys, and Town debris staging areas.

For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way and is to be removed.

Removal of vegetative debris existing in the Town will be performed as identified by the Public Works Director.

C. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the Town ROW to a Town approved TDSRS or other designated disposal facility.

C&D debris existing in the Town ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, Town parks, alleys, and Town debris staging areas.

For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way and is to be removed.

Removal of C&D debris existing in the Town ROW will be performed as identified by the Public Works Director.

D. Removal and Transport of Leaning Trees, Hanging Limbs, and Uprooted Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six inches (6") or larger in diameter; hanging limbs two inches (2") or greater; and uprooted stumps existing in the Town ROW. Further, debris generated from the removal of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in the Town ROW will be transported to a Town approved TDSRS or other designated disposal facility.

Removal and transportation of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in the Town ROW and private property, as well as scattered vegetative debris on private property, will be performed as identified by the Public Works Director. All disaster specific eligibility guidelines regarding size and diameter of leaning trees and uprooted stumps will be communicated to the Contractor, in writing, by the Public Works Director.
Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right-of-Entry ("ROE") legal and operational procedures.

E. Public Beach Debris Removal and Sand Removal, Screening and Return to Beach

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport debris existing on the Public Beach from the toe of the dune to the water’s edge to a Town approved TDSRS or other designated disposal facility.

Beach debris existing on the Public Beach is defined as debris resulting from a hurricane or other natural disaster which has washed up or been or will be placed along public area of the beach, including but not limited to vegetative debris, animal remains or C&D materials.

Sand that has washed into the streets or other public rights-of-way is to be collected, screened, and replaced on the beach under the direction of the Town or it’s authorized agents and will meet all local, state, and federal regulations.

Removal of Public Beach debris will be performed as identified by the Public Works Director.

F. Demolition, Removal, and Transport of Non-Regulated Asbestos Containing Material (RACM) (C&D) Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the Town. The scope of work for this item includes decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Entry onto private property for the removal of eligible Non-RACM (C&D) debris will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right of Entry (ROE) legal and operational procedures. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a Town approved DMS or other designated disposal facility.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

G. Demolition, Removal and Transport of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Town. The scope of work for this item includes decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Entry onto private property for the removal of eligible RACM debris will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right of Entry (ROE) legal and operational procedures. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Town-approved final disposal site in accordance with all Federal, State, and Local regulations.
Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

H. DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMS for the acceptance, management, segregation, and staging of disaster related debris. DMS layout and ingress and egress plan must be approved by the Public Works Director.

The management of DMS sites includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state, and federal regulatory agencies.

Debris at the DMS will be clearly segregated and managed according to the separately priced collection operations outlined in Section 13.

Contractor is responsible for providing DMS traffic control.

Contractor is responsible for providing DMS dust control.

Contractor is responsible for providing 24-hour site security.

Contractor shall provide a tower from which the Town or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.

Contractor is responsible for operating the DMS in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines.

Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition and obtain a written release from the Town or its authorized representative.

I. Grinding (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the Public Works Director. Grinding must be approved by the Public Works Director prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

Contractor must obtain approval to reduce C&D debris from Public Works Director. If approved for reduction by Public Works Director, C&D debris must be reduced via grinding in order for the Town to compensate the Contractor for reduction. Incineration or mauling of C&D is not an acceptable method of C&D reduction.

J. Incineration (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods are at the discretion of the Public Works Director. Incineration must be approved by the Public Works Director prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.
K. Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a Town approved DMS to a final disposal facility.

All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

L. Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (“HHW”).

The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

M. Abandoned Vessel Removal

Under this contract, work shall consist of the removal of abandoned vessels from Town Waterways. The removed vessels will be hauled to a Town approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

N. Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the Town. The removed vehicles will be hauled to a Town approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

O. Animal Carcass Removal and Disposal

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the Town. The carcasses will be hauled to a Town approved staging area and subsequently disposed of by the appropriate regulatory agency.

P. Vehicle and/or Vessel Aggregation Sites

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the operation of a vehicle and/or vessel aggregation site.

These sites shall be fenced, lighted, and secured according to applicable state regulations. The Contractor must be prepared to operate the sites to receive vehicles or vessels up to twenty-four hours a day and up to seven days a week as required by the Town. Vehicles or vessels will be stored in a manner to permit inspection by authorized agencies as required, or for reclamation by owners. Contractor shall also be prepared to provide 24-hour security if security is not otherwise provided for.

Vehicles and vessels will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be associated to the vehicle or vessel records in the Contractor’s site tracking database.

17.0 USE OF LOCAL RESOURCES

The Contractor shall give first priority to utilizing resources located within the disaster or emergency area.
18.0 WORKING HOURS

Monday through Saturday, the contract hours shall be 7:00 AM through 7:00 PM. The contract hours shall be 1:00 PM through 7:00 PM on Sunday. No work outside these hours shall be allowed unless approved in advance by the Town.

19.0 DEBRIS SITE TOWER SPECIFICATIONS

The Contractor shall provide one tower at each dumpsite for the use of Town representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of 10' from surrounding grade to finish floor level, have a minimum eight feet (8') by eight feet (8') of usable floor area, be covered by a roof with two feet (2') overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four feet (4'), on all four (4) sides.

The Contractor shall provide one portable toilet at each dumpsite for the use of Town representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations.

Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the Public Works Director due to unsuitable conditions at the tower.

20.0 EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal, state, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

Sideboards or other extensions to the bed are allowable 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 sideboards are to be constructed of two-inch (2") by six-inch (6") boards or greater and not to extend more than two feet (2') above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized Town representatives prior to its use by the Contractor.

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

Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the Public Works Director.

Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Public Works Director, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

21.0 SAFETY

Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. Contractor shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be
solely responsible to ensure that all OSHA requirements are met, and a safety officer is assigned to the project during the duration of this contract. All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

Traffic Control: The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices used under the performance of this work shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices.

Contractor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

Work Safety: The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Town of North Topsail Beach. The Contractor shall ensure that its subcontracts contain a similar safety provision.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

22.0 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Contractor is responsible for all damage, injury, or loss to any property.

Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

Contractor failure to restore damage to public or private property to the satisfaction of the Town will result in the Town withholding money in an amount sufficient to make necessary repairs.

23.0 EXISTING UTILITIES

Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor’s responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead utility lines. Contractor shall pay all such costs to the utility company for any adjustments for damages caused by Contractor.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all Town-owned water facilities shall be made by the Contractor.
The following is a list of utility owners believed to have facilities in the project area:

Jones-Onslow Electric Membership Corp., (910) 353-1940/(910) 355-1501

This list is included for the Contractor’s reference and is not intended to be a comprehensive list of all utility owners.

24.0 ENVIRONMENTAL PROTECTION

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the approval of the Town Manager. Contractor shall comply in a timely manner with all directions of the Town Manager regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all laws, rules, regulations and Ordinances regarding environmental protection.

25.0 DOCUMENTATION AND MEASUREMENT

Prior to beginning any work, the Town, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the Town, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized Town representative each time it returns to work from other contracts or communities.

Contractor is responsible for ensuring that all subcontractors maintain valid driver’s licenses and equipment legally fit for travel on the road.

The Contractor shall designate one project manager. The representative shall provide a telephone number to the Town with which he or she can be reached throughout the duration of the project.

“Load tickets” will be provided by the Town or its representative for recording volumes of debris removal.

Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

Load tickets will be issued by an authorized representative of the Town at the loading site. The Town representative will keep one copy of the ticket and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the Town representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Town representative present at the dumpsite. The Town representative will validate, enter the estimated debris quantity, and sign the tickets. The Town will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor’s records.

Recent technological advancements have allowed for electronic or automated documentation of debris removal. The use of an Automated Debris Management System (ADMS) is at the discretion of the Town and its authorized representatives. The successful proposer should be prepared to manage a debris removal operation that is documented using both paper based and electronic systems.

The Contractor shall give written notice of the location for work scheduled 24 hours in advance.
25.0 PAYMENT

The Town, or its authorized agent, will monitor, verify, and document with load tickets the completion of all work, as defined in the scope. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the Town.

Invoices must be submitted to the Town with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against Town records. Town records are the basis of all payment approvals.

A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the Town, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Town to repair damages caused by the Contractor to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

Contractors must submit invoices regularly by the end of each month for services performed. Invoices cannot be turned in for more than a 30-day period. Contractor must submit final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Town Manager.

26.0 TOWN’S RIGHT TO CARRY OUT WORK

If the Contractor defaults or neglects to carry out the work in accordance with the contract documents and fails after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, which, in any event, shall be no greater than 24 hours, the Town may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Town’s additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Town.
NON-COLLUSION AFFIDAVIT

State of North Carolina County of Pender

______________________________ (name of individual), being first duly sworn, deposes
and says that:

1. He/She is the ______________________ (title of
______________________________ (company name), the proposer that has submitted the
attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of
all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a
collusive or sham proposal in connection with the contract for which the attached proposal has
been submitted or to refrain from proposing in connection with such contract, or has in any
manner, directly or indirectly sought by agreement or collusion of communication or
conference with any other proposer, firm or person to fix the price or prices in the attached
proposal or of any other proposers, or to fix any overhead, profit or cost element of the
proposal price of the proposal of any other proposer or to secure through collusion,
conspiracy, connivance or unlawful agreement any advantage against the Town of Topsail
Beach or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the
proposer or any of its agents, representatives, owners, employees, or parties in interest,
including this affiant.

______________________________
Signature

Seal

if

______________________________
Title

Corporation

Date: ______________________

This form must be notarized

SUBSCRIBED AND SWORN TO
BEFORE ME, This ______ day of
________________________, 2017

Notary Public

My Commission Expires: ______________________
PROPOSER’S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the following prices as specified in this Request for Proposal No. 2017-001 at the rates described on SCHEDULE 1 – UNIT RATE PRICE SCHEDULE and SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the Town of North Topsail Beach or any other proposer is interested in said proposal; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of Town Commissioners reserves the right to reject any or all proposals.

Name of Firm

Authorized Signature

Printed or Typed Name and Title

Mailing Address

City/State/Zip Code

Federal Tax ID: ________________________

Phone: ______________________________

Fax: ________________________________

Email: ______________________________

NOTARIZE
Subscribed and sworn to before me this ______ day of _____________________, 2017

Notary Public __________________________

My Commission expires: __________________

(SEAL, if Corporation)
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of Subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with the OFCCP and not on the disbarment list.

The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions” ir all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

__________________________ (Seal if Corporation)
Signature

__________________________
Title

__________________________
Date:

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of ______________________, 2019

NOTARY PUBLIC

My Commission Expires: ______________________
Pre Storm – Contract for Debris Management Services

THIS CONTRACT is made this the ___ day of, 2019, by and between ______________ (herein referred to as “Contractor”) and the Town of Topsail Beach a political subdivision of the State of North Carolina (herein referred to as “Town”).

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The Town plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, the Town has in the past suffered the full force and effects of major storms and the resulting destruction brought upon Town by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of the Town and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the Town and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

NOW THEREFORE, in consideration of the promises contained herein and acknowledge by both parties, the parties do agree as follows:

1.0 SERVICES

1.0.1 Scope of Contracted Services:
The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris (herein referred to as “debris”), including hazardous and industrial waste materials and within the time specified within this Contract. Emergency clearance, debris removal, disposal, and demolition of structures will be limited to:

1) That which is determined to eliminate immediate threats to life, public health, and safety;
2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.
These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other right-of-way and public school properties, including any other locally owned facility or site as may be directed by the Town. Contracted services will only be performed when requested and as designated by the Town.

1.1.0 Emergency Protective Measures Emergency Road Clearance: 
The Contractor may be requested to accomplish the cutting, tossing and/or clearance of debris from the primary transportation routes to allow emergency vehicles to traverse the roadways. The Town will determine route priorities for this clearance. The time and materials operational aspect of the scope of this contracted service should not exceed the first 70 hours of actual clearance work following a disaster event.

1.2.0 Right-of-Way (ROW) Removal: 
The Contractor shall remove all debris from the ROW of the Town when directed to do so by the Town. This debris removal work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum. Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by the Town. The Town may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. Any eligible debris, such as fallen trees, which extends 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. The Contractor shall not enter onto private property during the performance of this contract without the approval of the Town. The Contractor maybe requested by the Town to remove debris from public areas which may include operational facilities, utility facilities and other land owned by the Town. The Contractor shall use reasonable care not to damage any public or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the Town may either bill the Contractor for the damages or withhold funds due to the Contractor. Debris removal and delivered to a debris disposal site will be paid based on a cubic yard according to the prices found in Addendum 1 of this contract. Debris removed and delivered to an authorized landfill will be paid based on per cubic yard hauled according with the prices found in Addendum 1 of this contract.

1.2.1 Geographic Assignment: 
The geographic boundary for work by the Contractor’s crews shall be directed by the Town and will be limited to properties located within the Town’s legal boundaries.

1.2.2 Multiple, Scheduled Passes: 
The Contractor shall make scheduled passes at the direction of the Town and/or unscheduled passes of each area impacted by the storm event. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Town.

1.2.3 Operation of Equipment: 
The Contractor shall operate all trucks, trailers and all other equipment in compliance with
any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. Contractor should use mechanical equipment to load and reasonably compact debris into trucks and trailers. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town.

1.2.4 Certification of Load Carrying Capacity:
The Contractor shall submit to the Town a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town or its representatives and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the Town.

1.2.5 Vehicle Information:
The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

1.2.6 Security of Debris During Hauling:
The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

1.2.7 Traffic Control:
The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

1.2.8 Work Days/Hours:
The Contractor may conduct debris removal operations from 7 AM to 7 PM Monday - Saturday, and 1 PM to 7 PM on Sunday or as directed by the Town. Adjustments to work days and/or work hours shall be as directed by the Town following consultation and notification to the Contractor.

1.2.9 Hazardous and Industrial Wastes:
The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements. The
Town shall contract with a firm specializing in the management and disposal of such materials and waste. Household Hazard Waste is the responsibility of the Contractor.

1.2.10 Stumps:
All hazardous/eligible stumps identified by the Town will be pulled, loaded, transported, stored, reduced and disposed in accordance with FEMA standards. All stumps with a diameter of 24 inches or smaller will be documented, invoiced and paid as cubic yard debris in accordance with FEMA Recovery Policy RP9523.11.

1.2.11 Work Safety:
The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Town and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

1.2.12 Inspection and Testing:
All debris shall be subject to adequate inspection by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

1.2.13 Monitoring:
The Town may assign Monitors at the load sites to oversee the Contractor’s debris operations. Monitors would verify all information on the load ticket and the Loading Site Monitor’s signature would be needed to have a valid load ticket.

1.2.14 Accountable Debris Load Tickets:
The Town shall accept the serialized copy of the Contractor’s debris load ticket(s) 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). They should include the following:

- Date
- Preprinted Number
- Hauler’s name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned the Town
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped

1.2.15 Reports:
The Contractor shall submit periodic, written reports to the Town as requested or required,
detailing the progress of debris removal and disposal. These reports may include, but not limited to:

- **Daily Reports:**
The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor’s operations.

- **Weekly Summaries:**
A summary of all information contained in the daily reports as set out in Daily Report of this Contract or in a format required by the Town.

- **Report(s) Delivery:**
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the Town in consultation with the Contractor.

- **Final Project Closeout:**
Upon final inspection and/or closeout of the project by the Town, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Town. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Town and/or Government.

**Additional Supporting Documentation:**
The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the Town and/or Government to support requests for debris project reimbursement from external funding sources.

1.3.0 Right-of-Entry (ROE) Removal *(if implemented by the Town)*:
The Contractor may be requested to remove ROE debris from private property with due diligence, as directed by the Town. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but the Town does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services. The Town reserves the right to contract ROE with outside contractors as deemed necessary.

1.4.0 Demolition of Structures *(if implemented by the Town)*:
The Contractor will remove structures designated for removal by and at the direction of the Town. The Contractor agrees to remove in a timely manner all structures as determined by the Town as set out in Section 1.1 of this Contract. The Town reserves the right to bid and contract structure demolition under separate contract with contractor or other contractors as deemed necessary.
1.5.0 Private Property Waivers:
The Town will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.3.0 and 1.4.0 above.

1.6.0 Disposal/ Temporary Debris Storage Sites
The first part includes site setup/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Price Proposal Form. Site set-up/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition as direct by the Town.

The second part shall consist of managing the operations of a debris storage site(s) and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the Town. The Contractor shall provide equipment, operators, and laborers for debris storage site operations as specified by Town. Unit prices provided in Addendum 1 shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance and security bonds) all equipment under this contract. In addition, materials needed for Contractor’s site setup/preparation/closeout/restoration (including rental or construction of the Inspection Towers) are to be included in these unit rates. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other associated costs.

1.6.1 Types:
The Town plans to use two (2) types of debris storage sites as needed. Vegetative debris storage sites will be primary devoted to the reduction of clean woody debris by either burning or grinding. Mixed debris and Construction & Demolition (C&D) debris storage sites will be operated as transfer points. Mixed and C&D debris will be deposited at these sites and then reloaded for final transport to an authorized landfill. Material coming into the Vegetative or C&D debris storage site(s) will be measured and paid for by a unit price measurement according to the Price Proposal Form. Materials removed and transported from a C&D debris storage site(s) will be measured and paid for by a unit price measurement according to rates found in Addendum 1 of this contract.

1.6.2 Locations of debris management sites:
Locations of all debris storage sites will be provided by the Town. The Town must approve site improvements before work begins and any costs, other than those found in Addendum 1 of this contract.

1.6.3 Contractor’s Debris Site Management Plan:
Once the debris storage site(s) is/are identified by the Town, the Contractor will prepare and provide a Site Management Plan for review and approval by the Town prior to beginning work. A minimum of three (3) copies of the plan is required. The plan shall be drawn to a scale of 1" = 50' and address following functions:
- Access to site
- Site management, to include point-of-contact, organizational chart, etc
- Site preparation, - clearing, erosion control, and grading
- Traffic control procedures
- Site Safety
- Site Security
- Site Layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with NC Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

The Contractor shall provide all utilities, sanitation facilities, as required. The Contractor shall protect existing structures and natural resources at the site(s) and repair any damage caused by the Contractor’s operations at no additional cost to the Town or any other Governmental Identity.

1.6.4 Inspection Tower:
The Contractor shall construct an inspection tower at each debris storage site as requested by the Town. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved Town building standards and shall be inspected by the Town building inspector’s office.

1.6.5 Household Hazardous Waste Issues:
The Contractor will be required to construct a containment area at each debris storage site. This containment area will be consisted of an earth berm with a non-permeable soil liner and 4” of sand. This area shall be 30’ x 30’. The HHW containment area must be covered at all times with a non-permeable cover.

Any material found that is classified as HHW shall be reported immediately to the Town. This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area.

1.6.6 Contractor HHW Spills:
The Contractor shall be responsible for reporting to the Town and cleaning up all HHW spills caused by the Contractor’s operation at no additional cost to the Town or any other governmental identity. Immediate containment action shall be taken as necessary to minimize effect of any
spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills other than the site shall be reported to the Town Emergency Management Coordinator and to the Town for this project immediately following discovery. A written follow-up shall be submitted to the Town coordinator not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/state reportable, and when and to whom it was reported.
- Exact time and location and spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communication the CONTRACTOR has had with press, agencies, or government officials other than the Town.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

1.6.7 Operations Requirements:
The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

1.6.8 Contractor Temporary Debris Storage Site Foreman (if required):
The debris storage site foreman and/or night foreman is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. All night operations must be approved by the Town, which may be limited primarily to burning if approved by the appropriate authority.

The Contractor's Debris Storage Site Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Town.

1.6.9 Debris Storage Site Monitoring:
The Contractor and the Town's Monitor will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris as approved by the Town. If any load
is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the Town for such loads. The Contractor and the Town’s Monitor will inspect each load to verify the volume of eligible debris that has been hauled to the staging site. The Town’s Monitor will note on the load ticket the verified debris capacity hauled to the staging site. The Town’s Monitor signature is required on all valid load tickets. If the Contractor is continually not in agreement with the Town’s Monitor regarding inspections the Contractor should contact the Town’s. All unloading of debris should stop until an agreement can be reached.

1.6.10 Inspection and Testing of Debris Site Operations:
All Debris Storage Site operations shall be subject to inspections by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

1.6.11 Reporting:
The Contractor shall submit a report to the Town by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:
Contractor’s Name
Contract/Task Order Number
Daily and cumulative hours for each piece of equipment, if appropriate
Daily and cumulative hours for personnel, by position, if appropriate
Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
Any problems encountered or anticipated

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

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:
The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Town.

2.2 Cost of Services:
The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Town, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.
2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):
The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall submit a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Town. The Contractor shall supply the names and addresses of subcontractors for approval and materials suppliers when requested to do so by the Town. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms, including Minority/Women Business Enterprises, to maximum extent practicable.

2.3.2 Indemnification:
The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including attorney’s fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

2.3.3 Insurance(s):
The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the Town, as additional insured, while working within the boundaries of the Town.

2.3.4 Worker’s Compensation:
This coverage is required if the Contractor employs individuals on either a full or part-time basis to perform the contracted services.

Coverage A Statutory State Requirements
Coverage B $1,000,000

2.3.5 Automobile Liability:

Bodily Injury $1,000,000 each person $1,000,000 each accident
Property Damage $1,000,000 each accident

2.3.6 Comprehensive General Liability:

Bodily Injury $1,000,000 each person $2,000,000 aggregate
Property Damage $1,000,000 each accident $2,000,000 aggregate

2.3.7 Insurance Cancellation / Renewal:
The Contractor will notify the Town at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the Town at least ten (10) days following coverage renewals or changes.
3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:
The Contractor shall have a knowledgeable and responsible Representative report to the Town’s designated Contract Representative within 24 hours following the execution of this Contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor’s General Operations Plan.

3.2 Mobilization:
When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 72 hours to commence and conduct these contracted services.

3.3 Time to Complete:
The Contractor shall complete all directed work as set out in Section 1.0 of this Contract. A completion date will be determined once the extent of damage has been determined and a time frame will be put in place to be followed.

3.4 Completion of Work:
The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions (optional):
In as much as this is a “time is of the essence” based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the Town, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the Town and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:
The term of the Contract shall be for five (5) consecutive years beginning on the date of acceptance by and signatures of the Town and Contractor, whichever comes later.

3.7 Contract Termination:
This Agreement may be terminated by the Contractor upon sixty (60) days prior written notice to the Town in the event of substantial failure by the Town to perform in accordance with the terms of the Agreement through no fault of the Contractor. It may also be terminated by the Town with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the Town satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Town, the Contractor shall:

a) Stop work on the date and to the extent specified.
b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

c) Transfer all work in process, completed work, and other material related to the terminated work to the Town.

d) Continue and complete all parts of the work that have not been terminated.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:
The Town may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

4.2 Town Obligations:
The Town shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written "Notice To Proceed". A representative will be designated by the Town to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written "Notice To Proceed". The Town is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the Town with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:
The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the Town. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision:
The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the Town Authorized Representative shall be as binding as if given to the Contractor.

4.5 Damages:
The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

4.6 Other Contractor(s):
The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris:
All debris, including regulated hazardous waste, shall become the property of the Contractor for
removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste. Disposal plans of this debris must still be given to the Town and all debris must be dispose of in accordance with all Federal and State laws.

5.0 GENERAL TERMS AND CONDITIONS
The Contractor shall, to every extent possible, give priority to utilizing resources within the Town. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.1.0 Other Agencies:
The term “Government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.2.0 Cost, Prices, and Payments:

5.2.1 Price for Emergency Push J Road Clearance:
The Contractor will invoice the Town and be paid for this contracted service in accordance with the rates as set out in Addendum 1 (Sections B and C).

5.2.2 Unit Price for Debris:
The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the Town in accordance with the rates as set out in Addendum 1 (Sections A).

5.2.3 Billing Cycle:
The Contractor shall invoice the Town on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

5.2.4 Payment Responsibility:
The Town agrees to accept the Contractor’s invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within 10 business days. The Town will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

5.2.5 Tipping Fees:
All tipping fees paid by the Contractor will be reimbursed at cost to the Contractor by the Town upon submittal of receipts in the billing period as stated as set out in Sections 5.2.3 and 5.2.4 above. These fees should not be reflected in the unit price(s) of this contract.

5.2.6 Ineligible Work:
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the Town and/or Government as ineligible debris.
5.2.7 Price/Service Negotiations:
Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or prices are subject to full negotiation(s) between the Town and the Contractor and subject to the review of the Government. Any amendments, extensions or changes to the scope of this contracted agreed upon shall, be put in writing, signed by both parties and dated before it becomes effective.

5.2.8 Specialized Services:
The Contractor may invoice the Town for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the Town. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the Town.

5.2.9 Confidentiality:
No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Town.

6.0 MISCELLANEOUS

6.1 Notice:
Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail.

To Contractor at: __________________________
(Address)
(City, State, Zip Code)

To Town ______________
(Address)
(City, State, Zip Code)

6.2 Applicable Law:
The laws of the State of North Carolina shall govern this Contract.

6.3 Entire Contract:
This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

6.4 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.
6.5 Severability:
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the Town has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the day and year first written above on page one.

CONTRACTOR:  

BY:  
Title:  

TOWN NAME:  

BY:  
Title:  

ATTEST:  
Name – Title  

ATTEST:  
Name – Title
### ADDENDUM 1 PRICING

#### A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF SERVICE</th>
<th>COST</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)</td>
<td>$</td>
<td>CY</td>
</tr>
<tr>
<td>2</td>
<td>Debris Removal from Public Beach (Dune to Water) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)</td>
<td>$</td>
<td>CY</td>
</tr>
<tr>
<td>3</td>
<td>Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site</td>
<td>$</td>
<td>CY</td>
</tr>
<tr>
<td>4</td>
<td>Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site</td>
<td>$</td>
<td>CY</td>
</tr>
<tr>
<td>5</td>
<td>Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site</td>
<td>$</td>
<td>CY</td>
</tr>
<tr>
<td>6</td>
<td>Processing (Burning) of Debris at TDSRS or Final Disposal Site</td>
<td>$</td>
<td>CY</td>
</tr>
<tr>
<td>7</td>
<td>Pick Up and Haul of White Goods to Disposal Site within County</td>
<td>$</td>
<td>UNIT</td>
</tr>
<tr>
<td>8</td>
<td>Pick Up and Disposal of Hazardous Material</td>
<td>$</td>
<td>LB</td>
</tr>
<tr>
<td>9</td>
<td>Freon Management and Recycling</td>
<td>$</td>
<td>UNIT</td>
</tr>
<tr>
<td>10</td>
<td>Sand Removal, Screening and Return to Beach</td>
<td>$</td>
<td>CY</td>
</tr>
<tr>
<td>11</td>
<td>Dead Animal Collection, Transportation and Disposal</td>
<td>$</td>
<td>LB</td>
</tr>
<tr>
<td></td>
<td><strong>Hazardous Stump Removal &amp; Hauling to Disposal Site</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>24 inch diameter to 47.99</td>
<td>$</td>
<td>STUMP</td>
</tr>
<tr>
<td>13</td>
<td>48 inch diameter and greater</td>
<td>$</td>
<td>STUMP</td>
</tr>
</tbody>
</table>

*The following items shall be billed on a Time and Material (T&M) basis according to Schedules B & C on the following pages:*

- Emergency Road Clearance
- Debris removal from water bodies (bays, rivers, streams, canals, lakes)
- Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way)
<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leaning Trees/Hanging Limbs/Tree-off Program</td>
<td>T&amp;M</td>
<td></td>
</tr>
<tr>
<td>Demolition of Structures</td>
<td>T&amp;M</td>
<td></td>
</tr>
</tbody>
</table>

**ADDENDUM 1 PRICING**

**B. EQUIPMENT RATES**

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>JD 544 Wheel Loader with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>JD 644 Wheel-Loader with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Extendaboom Fork lift with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>753 Bobcat Skid Steer Loader with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>753 Bobcat Skid Steer Loader with bucket</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>753 Bobcat Skid Steer Loader with street sweeper</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>30 - 50 HP Farm Tractor with box blade or rake</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>2 - 2 1/2 cu. yd. Articulated Loader with bucket</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>3 -4 cu. yd. Articulated Loader with bucket</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>JD 648E Log Skidder, or equivalent</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>CAT D4 Dozer</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>CAT D6 Dozer</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>CAT D8 Dozer</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>CAT125 - 140 HP Motor Grader</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>JD 690 Trackhoe with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>JD 690 Trackhoe with bucket &amp; thumb</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Rubber Tired Trackhoe with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>D 310 Rubber Tire Backhoe with bucket and hoe</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Rubber Tired Excavator with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>210 Prentiss Knuckleboom with debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Self-Loader Scraper Cat 623 or equivalent</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Hand Fed Debris Chipper</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>300 - 400 Tub Grinder</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>800 -1,000 HP Diamond Z Tub Grinder</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>30 Ton Crane</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>50 Ton Crane</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>100 Ton Crane (8 hour minimum)</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>40 - 60' Bucket Truck</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Service Truck</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Water Truck</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Portable Light Plant</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Equipment Transports</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Pickup Truck, unmanned</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Self-loading Dump Truck with knuckleboom and debris grapple</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Single Axle Dump Truck, 5 - 12 Cu. Yd.</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Tandem Dump Truck, 16 - 20 Cu. Yd.</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Personnel Description</td>
<td>Unit</td>
<td>Price</td>
</tr>
<tr>
<td>----------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Superintendent with truck, phone, and radio</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Foreman with truck, phone, and radio</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Safety/Quality Control Inspector with vehicle, phone, and radio</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Inspector with vehicle, phone, &amp; radio</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Climber with gear</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Saw Hand with chainsaw</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Laborers &amp; Flagmen</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Timekeeper</td>
<td>Hour</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Materials Description</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fill Dirt for Stump Holes - Purchased, Placed, and Shaped</td>
<td>CY</td>
<td>$</td>
</tr>
</tbody>
</table>