

July 20, 2023

Dear Sir or Madam:

RE: Request for Qualifications for Debris Management and Removal Services: Greenville, North Carolina

The City of Greenville, NC, is seeking qualifications from qualified interested firms to provide **Debris Management and Removal Services** within the City's jurisdiction. The City will use the selected contractor to provide these services in the event of a natural disaster in the City.

Interested firms are invited to submit qualifications as outlined in the enclosed "Request for Qualifications." Questions regarding the Request for Qualifications should be directed to Mr. Michael Turner, Building Facilities Coordinator, at (252) 329-4921 or by e-mail at mturner@greenvillenc.gov.

Sincerely,

Kevin Mulligan, PE
Director of Public Works

Enclosure

cc: Michael Turner, Building Facilities Coordinator

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ # 23-24-10

The City of Greenville, North Carolina, is seeking qualifications from qualified firms interested in providing Debris Management and Removal Services within the City's jurisdiction in the event of a natural disaster.

Interested firms are invited to submit qualifications (in the required quantity and format) for providing **Debris Management and Removal Services** for the City of Greenville by 2:00 PM, Thursday, September 14, 2023, to the following address:

Attention: Mr. Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Dept.
1500 Beatty Street
Greenville, NC 27834

For questions, or to obtain a complete version of the Request for Qualifications, please contact Mr. Michael Turner, Building Facilities Coordinator, at (252) 329-4921 or mturner@greenvillenc.gov.



REQUEST FOR QUALIFICATIONS
FOR
DEBRIS MANAGEMENT AND REMOVAL SERVICES
RFQ # 23-24-10

For additional information:
Michael Turner, Building Facilities Coordinator
1500 Beatty Street
Greenville, NC 27834
(252) 329-4921
Email: mturner@greenvillenc.gov

**REQUEST FOR QUALIFICATIONS FOR
DEBRIS MANAGEMENT AND REMOVAL SERVICES
RFQ # 23-24-10**

I. INTRODUCTION

The City of Greenville is requesting qualifications from experienced disaster management and emergency firms for a Debris Management and Removal Services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advance for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Qualifications for Debris Management and Removal Services shall not constitute or warrant a contract. The City of Greenville is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Qualifications (RFQ) shall be made only for services requested and approved by the City. No work effort will begin without written authorization (Notice to Proceed) from the City. No retainer shall be paid in order to keep the contract in effect.

II. GENERAL REQUIREMENT:

- A. Submit one (1) original **and** four (4) copies of the response to this Request for Qualifications if submitting by paper. This does not apply for electronic submittals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

III. SCOPE:

City of Greenville, hereinafter called "City", in order to deal with a major storm, disaster, or other event will receive professional service qualifications for a pre-event contract for Debris Management and Removal Services. The City will accept qualifications from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Contractors should thoroughly review the City's geography prior to submitting their proposals. There are no landfills available for use in the City of Greenville. The City will utilize Pitt County's inert landfill located on Highway 33 owned by E.R. Lewis Construction Co., Inc. or Pitt County Transfer Station unless otherwise directed. In the event of a disaster, the City of Greenville will encourage recycling materials as best practice.

Contractors shall include in their qualifications any other typical costs or items they may be aware of, which is not included in this Request for Qualifications but may be necessary during a disaster removal operation.

Contractors should be as self sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFQ. Electrical outages in portions of the City following substantial event could exceed seven (7) days.

The City intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

IV. EVALUATION CRITERIA

<u>Submittal:</u>	<u>Weight in Evaluation</u>
Experience: A narrative describing experience and qualifications in similar contracting situations with supporting data to include jobs completed and references complete with contact information.	20%
Technical Capabilities: A narrative describing your firm's approach to planning, City Staff training, City Staff augmentation, project management, technical support for reimbursement procedures, and assistance in developing public information regarding efforts.	20%
Equipment: A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented equipment or equipment owned by others (including subcontractors). If rented or leased equipment is listed, please provide a copy of the lease contract as proof of availability.	20%
Reasonableness of Price: Completed Fee Schedule attached	20%
References: A list of all current contracts and a list of all debris management and removal services experience (Work History) in the state of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information.	20%

Qualifications shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

Questions will be accepted by e-mail about this RFQ until Tuesday, August 22, 2023 no later than 5:00 PM to Michael Turner, Building Facilities Coordinator (mturner@greenvillenc.gov). No questions will be accepted after this time. Responses to questions and any addenda will be posted on the City Purchasing Website by Friday, September 8, 2023 by 5:00 PM. Any addenda and clarifications will be issued prior to 5:00 PM Friday, September 8, 2023.

Contractor shall submit one (1) original and four (4) copies of their response to this RFQ in a sealed carton clearly marked "City of Greenville-Debris Management and Removal Services RFQ" or submit (1) electronic copy via the City's DropBox account at <https://www.dropbox.com/request/QkSDhKKhhP4Hq8U5oJmM>

All submittals shall be received by the City no later than 2:00 PM on Thursday, September 14, 2023. All proposals shall be submitted to the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834 or via the City's Drop Box at <https://www.dropbox.com/request/QkSDhKKhhP4Hq8U5oJmM>. Any responses not received by the appointed date will be rejected.

Any and all information submitted in conjunction with this RFQ and the evaluation process will not be returned to the respondent.

V. SAMPLE PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Qualifications and amendments, if any. The Request for Qualifications is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Qualifications; and
4. Contractor's Qualifications

C. TERM OF AGREEMENT

The period of this Agreement shall be for thirty-six (36) months beginning approximately November 30, 2023, and ending on approximately November 30, 2026. This Agreement shall be extended for an additional two (2) year period unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this agreement.

VI. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

VII. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
ATTENTION: Michael Turner, Building Facilities Coordinator
City of Greenville
1500 Beatty Street
Greenville, NC 27834

VIII. GENERAL TERMS AND CONDITIONS

A. Termination:

The City may terminate this Agreement at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the City, in the City’s discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor’s sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Force majeure

Upon expiration of the three-year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated, unless extended, in accordance with the terms and conditions of this Agreement.

B. Performance Requirements and Services:

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from City streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and debris placed on or in these public sites as approved by the City to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
3. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing of any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste material.
4. The Contractor shall perform work so as to not interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

C. Indemnification and Insurance:

1. Indemnity

Contractor shall agree to indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will agree to promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage
Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates
The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.
- f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work:

1. The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

E. Right to Audit Records:

1. The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence:

1. The parties agree that time is of the essence in the completion of the work called for under this Agreement.
2. The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

IX. MINORITY AND/OR WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including, but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to Tish Williams, M/WBE Coordinator, at (252)329-4462 or tfwilliams@greenvillenc.gov.

X. SPECIAL PROVISIONS

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. Emergency road clearing on highway right-of-ways (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirements as applicable. However, experience has shown the First Responders complete the initial cut through. Work conducted on the ROW shall be limited to

the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.

- C. The Contractor shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight of all operations.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week, unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- J. The City 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 transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). The should include the following: (load tickets shall be turned in weekly)

- Date
- Preprinted number
- Hauler's name
- Truck number
- Truck capacity in yards
- Load percentage full, as assigned by Debris Monitors
- 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

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:
- Access to the 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 North Carolina 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 and storm runoff.
 - All necessary licenses, permits, and fee for the same are the responsibility of the Contractor.
- L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. 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' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by 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 North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.
- M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the

initial report. The written report shall be in narrative form as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/State reportable
- When and by whom it was reported
- Exact time and location of spill
- Receiving streams 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 had in regards to the spill
- Description of spill and cleanup procedures

XI. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to the Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

I. Contractor shall provide City with a Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.

J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

Public Works Department
Attention: Michael Turner
Building Facilities Coordinator
1500 Beatty Street
Greenville, NC 27834

For the Contractor

XII. SPECIAL PROVISIONS FEDERAL CLAUSES FOR PROFESSIONAL SERVICE

A. No Obligation by the Federal Government.

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FEMA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FEMA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records.

The following access to records requirements apply to this Contract:

- (1) Where the City is not a State but a local government and is the FEMA Recipient or a sub-grantee of the FEMA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FEMA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the City which is the FEMA Recipient or a subgrantee of the FEMA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or

settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FEMA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

D. Federal Changes.

- (1) Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FEMA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Termination for Convenience (General Provision).

- (1) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

F. Termination for Default [Breach or Cause] (General Provision).

- (1) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

G. Opportunity to Cure (General Provision).

- (1) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such

case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

H. Waiver of Remedies for any Breach.

- (1) In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

I. Civil Rights.

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEMA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA, modified only if necessary to identify the affected parties.

J. Disadvantaged Business Enterprises.

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify the City whenever a DBE subcontractor performing

work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

K. Equal Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or 16 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

L. Copeland "Anti-Kickback" Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

M. Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

N. Suspension and Debarment.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Greenville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Greenville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. ADA Access.

- (1) The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

P. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents

or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence In any breach thereunder, except as may be specifically agreed in writing.

Q. Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the City of Greenville and understands and agrees that the City of Greenville will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FEMA.

R. Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

S. Fly America.

- (1) Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is

available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

T. Cargo Preference.

- (1) Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

U. Energy Conservation.

- (1) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

V. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

W. Change Orders

(1) Per FEMA guidelines, all changes allowed under this contract must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

X. DHS Seal, Logo, and Flags

(1) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

Y. Compliance with Federal Law, Regulations, and Executive Orders

(1) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Z. Byrd Anti-Lobbying Amendment.

(1) 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

XII. GENERAL INFORMATION AND INSTRUCTIONS

A. Procurement Process

The RFQ is not a bid. The City is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The City reserves the right, in its sole discretion, to reject all submissions, reissue subsequent RFQ, terminate, restructure or amend this procurement process at anytime. The City may contact any or all proposers after receiving their qualifications to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the City.

B. The City will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the City of Greenville.

C. The City, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

D. Rejection of Qualifications

Any qualifications that do not conform to the essential requirements of the RFQ shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all qualifications and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to qualifications that it deems acceptable.

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FEE SCHEDULE

1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS).		
	Mileage Radius	0 – 15 Miles	\$ /cu. yd.
		16 – 30 Miles	\$ /cu. yd.
		31 – 60 Miles	\$ /cu. yd.
		61 – 90 Miles	\$ /cu. yd.
		91 – 120 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill.		
	Mileage Radius	0 – 20 Miles	\$ /cu. yd.
		21 – 40 Miles	\$ /cu. yd.
		41 – 70 Miles	\$ /cu. yd.
		71 – 100 Miles	\$ /cu. yd.
		101 – 140 Miles	\$ /cu. yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility.		
	Mileage Radius	0 – 20 Miles	\$ /cu. yd.
		21 – 40 Miles	\$ /cu. yd.
		41 – 70 Miles	\$ /cu. yd.
		71 – 100 Miles	\$ /cu. yd.
		101 – 140 Miles	\$ /cu. yd.
4.	Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement.		
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping of grinding of burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets a for final disposition; and Closure and remediation of the TDSRS.	\$	/cu. yd.

6.	Pick up and dispose of hazardous materials.	\$	/lb.
7.	Dead Animal Collection, Transportation & Disposal	\$	/lb.
8.	<u>Hazard trees</u> – Trees will be evaluated by the City and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3’ above the ground.		
	6” – 12” Diameter	\$	/tree
	13” – 24” Diameter	\$	/tree
	25” – 48” Diameter	\$	/tree
	>48” Diameter	\$	/tree
9.	Stumps up to 24” in diameter (requires City approval)	\$	/ea
	Stumps over 24” in diameter (requires City approval)	\$	/ea
10.	<u>Hangers</u> – Hangers will be considered any hanging damaged remaining in the tree(s) above the ROW of 2” of greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger.		
	2” – 4” Hanger	\$	/hanger
	5” – 12” Hanger	\$	/hanger
	>12” Hanger	\$	/hanger
11.	<u>Private Property Demolition and Debris Removal</u> – The CONTRACTOR shall operate beyond the public Right of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.	\$	per sq. ft.
12.	Tipping fees/disposal for C&D debris shall be paid by the City.		
13.	<u>Fallen Trees</u> – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a).		Price Included
14.	<u>Fill Dirt</u> – As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	\$	/cu. yd.
15.	<u>White Goods</u> – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.	\$	/unit
16.	<u>Freon Recovery</u> – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS of final disposition site in accordance with all federal, state and local rule, regulations and laws.	\$	

17.	<u>Training and Assistance</u> – Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested.	Price Included
18.	<u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster – generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.	Price Included
19.	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the CONTRACTOR’S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR.	Price Included
20.	<u>Management Fee for Landfill Site Disposal Operations</u> - All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required.	\$ /cu. yd.
21.	<u>Temporary Storage of Documents</u> – The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Price Included
22.	<u>Debris Planning Efforts</u> – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
23.	<u>Closure and Remediation of the TDSRS</u> – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original prior to use by the CONTRACTOR.	Price Included
24.	<u>Reporting and Documentation</u> – The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements.	Price Included

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel and maintenance costs.</i>	
Personnel/Equipment	Hourly Rate
30 Ton Crane	\$
Stump Grinder	\$
50' Bucket Truck	\$
Track-Hoes John Deere 690 Equivalent	\$
John Deere 544 or Equivalent	\$
Service Trucks	\$
5-14 Cubic Yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Pickup Truck. Extended Cab	\$

Pickup Truck 4x4	\$
Pickup Truck 1 Ton	\$
Mechanized Broom	\$
Track Hoe, 490 or Equivalent	\$
Bulldozer, D4 or Equivalent	\$
12 Ton Lowboy	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$
Other (please specify)	\$

SAMPLE