



CITY OF GARDEN CITY, GEORGIA

REQUEST FOR PROPOSAL (RFP)

**ANNUAL DISASTER DEBRIS REMOVAL, REDUCTION
AND DISPOSAL SERVICES**

CITY OF GARDEN CITY, GEORGIA

For all questions about this RFP contact:

gardencity@rostan.com

**RFP Submittal Deadline:
Thursday, August 19, 2021 at 3:00P.M.**

**RFP Invitation to Service Providers
Annual Disaster Debris Removal, Reduction and Disposal Services
Garden City, Georgia**

The City of Garden City, Georgia (City) is accepting sealed technical and fee proposals for Disaster Debris Removal, Reduction, and Disposal Services. The City invites qualified vendors to submit a proposal responsive to the specific requirements set forth in the Request for Proposals (RFP).

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal. Each vendor is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

All proposals must be delivered no later than **3:00 pm local time, Thursday, August 19, 2021**, to the attention of:

HAND DELIVER OR MAIL TO:

City of Garden City
Attn: Scott Robider
100 Central Avenue
Garden City, GA 31405

LATE PROPOSALS WILL NOT BE CONSIDERED.

No vendor employees or anyone representing the vendor shall contact by any method any City staff or elected officials from the date the RFP is advertised until the time of official award. Authorized communication methods pertaining to this solicitation are included in the RFP.

Request for Proposal documents may be obtained by downloading from the City's website, emailing a request to gardencity@rostan.com or in person at the mailing address provided above.

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REQUEST FOR PROPOSAL (RFP) ANNUAL DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES

CITY OF GARDEN CITY, GEORGIA

1.0 PURPOSE

The City of Garden City (City) is seeking proposals from licensed debris contractors [hereinafter, referred to as Respondent(s)] for the provision of **Annual Disaster Debris Removal, Reduction, and Disposal Services** for the benefit of the City.

The following apply to this request for proposal:

- General Provisions;
- Background Information;
- Scope of Services;
- Proposal Requirements and Format;
- City Selection Procedures;
- Evaluation Process and Award;
- Professional Responsibility;
- General Terms and Conditions;
- Exhibits:
 - Exhibit A: Price Proposal
 - Exhibit B: Addendum Acknowledgement
 - Exhibit C: References
 - Exhibit D: Drug Free Workplace Certification
 - Exhibit E: Exceptions to the Solicitation Form
 - Exhibit F: Equal Employment Opportunity Certification
 - Exhibit G: Compliance with Illegal Immigration Act
 - Exhibit H: Non-Collusion Oath
 - Exhibit I: Good Faith Affidavit
 - Exhibit J: Participation of SBE Firms
 - Exhibit K: Certificate of Insurance Requirements
 - Exhibit L: Additional Provisions for FEMA Related Projects

Proposal Submission

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal. Each Respondent is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

Respondents desiring to provide services as described herein shall submit proposals as follows:

- An original submittal;
- An electronic copy of the Proposal, including all Exhibits (pdf file) and completed Excel files constituting Exhibit A; and
- Five (5) submittal copies

NOTE: If a Respondent believes that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate envelope with the required 5 copies and a separate electronic file. This envelope must be clearly identified as "PUBLIC RECORDS EXEMPT," per the Proprietary Information section.

Proposals shall be sealed and proposers should indicate on the outside label of their proposal package the following information:

1. RFP Title
2. Date of Opening
3. Name of Proposer

All proposals must be delivered no later than **3:00 pm local time, Thursday, August 19, 2021**, to the attention of:

HAND DELIVER OR MAIL TO:

City of Garden City
 Scott Robider
 100 Central Avenue
 Garden City, GA 31405

LATE PROPOSALS WILL NOT BE CONSIDERED.

Upon submission, all proposals become the property of the City which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal (RFP), whether or not the proposal is accepted. All work papers/products developed as part of the contract performance become property of the City upon termination or completion of the provision of services. The cost for development of the written proposal and the oral presentation are entirely the obligation of the Respondent and shall not be chargeable in any manner to the City.

Acceptance/Rejection of Proposals

The City reserves the right to reject any proposal which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals or irregularities of any kind. Submittal requirements of this Request for Proposals are for evaluation and selection purposes only. The City may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the period of the contract which results from this Request for Proposals. The City reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the City's judgment, best serve the interests of the City, or to award a contract to the next most qualified Respondent if a selected Respondent does not execute a contract within thirty (30) days after the award of the proposal. The thirty-day (30) time period may be extended an additional twenty (20) days where the selected Respondent is unavailable during the initial thirty-day period.

Consideration of Proposals

Proposals will be considered from Respondents normally engaged in providing and performing services as specified herein. The Respondent must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions before recommending any award.

Proposal Withdrawal

Any Respondent may withdraw his proposal by telegraphic, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the City the services as set forth in the Scope of Services, or until one or more of the proposals has been awarded.

Non-Warranty of Request for Proposals

Due care and diligence has been used in preparing this Request for Proposal. The City shall not be responsible for any error or omission in this Request for Proposal, nor for the failure on the part of the Respondents to ensure that they have all information necessary to affect their proposals.

Request for Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more Respondents, either orally or in writing.

Inquiries/Questions

After thoroughly reading this Request for Proposals and Exhibits, Respondents may direct questions, in writing only, to:

gardencity@rostan.com

Any Respondent in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request to gardencity@rostan.com, before August 4, 2021 6pm to be considered for a response. Any interpretation to a Respondent will be made only by addendum duly issued. The City reserves the right to answer any, all or none of the inquires and requests of the Respondents.

Contact with the Evaluation Committee

To ensure fair consideration for all Respondents, the City prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided for herein. Additionally, the City prohibits communications initiated by a Respondent to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time of an award decision.

Any communication between Respondent and the City will be initiated by the City Manager or designated representative in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Respondent to anyone other than the email provided above, may be grounds for disqualifying the offending Respondent from consideration of award of the proposal being evaluated and/or any future proposal.

It will be the responsibility of the Respondent to contact the City's designated representative at gardencity@rostan.com prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to confirm receipt of all addenda with the proposal.

Proprietary Information

Responses to this Request for Proposals upon receipt by the City become public records subject to the provisions of Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete Exhibit E, Exceptions to the Solicitation Form.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the City from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the City by reason of any legal action challenging your designation.

Examination of Request for Proposals

Before submitting a proposal, it shall be the Respondent's responsibility to examine thoroughly the Request for Proposals or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Respondent of complete performance under the contract.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub consultant, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on a convicted vendor list.

Drug Free Workplace

During the evaluation of proposals, all factors in the proposal process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace Exhibit D.

Workplace Violence

Employees of the Respondent (or responders to this RFP) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Respondent's employee:

- Battery: intentional offensive touching or application of force or violence to another.
- Stalking: willfully, maliciously, and repeatedly following or harassing another person.

Development Costs

The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposer's responses should be concise and demonstrate the proposer's ability to meet the requirements of the RFP.

Cost of RFP Preparation and Negotiation

Service Providers participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

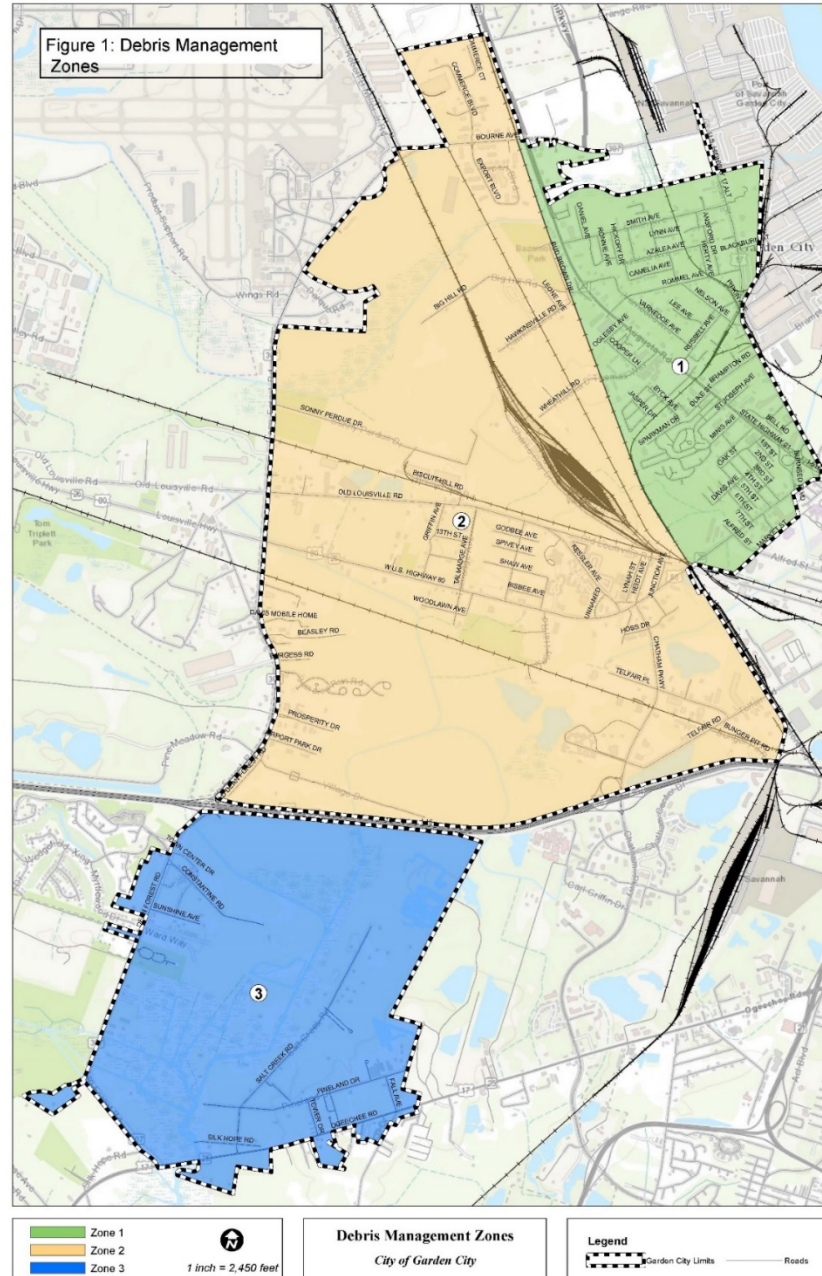
Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warrant that the information contained in this RFP or referenced documents is completely accurate. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

2.0 INTRODUCTION

General Background Information

The City of Garden City has a total area of 14.3 square miles and is located within Chatham County, Georgia, which is located along Georgia's northern Atlantic Coast. The northern portion of the City adjacent to the Port of Savannah is located slightly northwest of Savannah, and it is bordered to the west by the city of Pooler, and to the north by the city of Port Wentworth. The City is part industrial and part residential, and contains a large portion of the heavy industry that is located in Chatham County. A City Debris Zone Map is provided below as Figure 1.



Background and Situation

The U.S. Army Corps of Engineers (USACE) Debris Estimating Model was utilized to estimate the impacts of a hurricane. For this situation, the population of the City is estimated at 8,900 and it is assumed there is an average of 2.58 persons per household, the vegetation factor is 1.3 medium, commercial density is 1.2 medium, and the precipitation factor is 1.3 medium to heavy. Utilizing these standards, a hurricane could potentially generate between 13,992 and 559,665 cubic yards of disaster debris. This will result in the City requiring between one (1) and 35 acres for temporary storage and reduction of debris assuming 10-foot-high piles and no buffer as shown in the table below.

Garden City, GA USACE Debris Estimation Model									
Storm Categories					Category 1	74-95 MPH Winds			
					Category 2	96-110 MPH Winds			
					Category 3	111-130 MPH Winds			
					Category 4	131-155 MPH Winds			
					Category 5	155+ MPH Winds			
Estimated Debris Quantities									
Garden City, GA				Category 1	Category 2	Category 3	Category 4	Category 5	
Population	8,900		H	3,450	3,450	3,450	3,450	3,450	
Category Factor			C	2	8	26	50	80	
Vegetation			V	1.3	1.3	1.3	1.3	1.3	
Commercial Density			B	1.2	1.2	1.2	1.2	1.2	
Precipitation			S	1.3	1.3	1.3	1.3	1.3	
Q= H(C)(V)(B)(S)			Cubic Yards	13,992	55,967	181,891	349,791	559,665	
Temporary Debris Management Site Requirements									
1 Acre (ac)		4840							
10 Feet stack height		3.3							
Total volume per acre		16,147							
Q=H(C)(V)(B)(S)			Cubic Yards	13,992	55,967	181,891	349,791	559,665	
Acres Required			Acres	1	3	11	22	35	

Purpose and Minimum Qualifications

Intent of RFP: The City, a political subdivision of the State of Georgia, is seeking proposals from qualified firms to collect, debris in the event of a natural or man-made disaster.

Respondent must have a minimum of 5 years of debris management, removal and disposal services experience and have collected in excess of 500,000 cubic yards as the Prime Debris Contractor for at least one large scale debris-generating event with a jurisdiction similar or larger than the size of the City.

Contract Awards/Term of Contract

The City is seeking proposals for Disaster Debris Removal, Reduction, and Disposal Services.

The City anticipates entering into one (1) or more contract(s) with the firm(s) who submits the proposal judged to be most advantageous to the City.

No amount of work is or will be guaranteed or implied.

No employee or sub-contractor of Respondent may be employed by FEMA.

Financial Capability

The Respondent shall submit a Proposal guarantee equivalent to five percent of the estimated Proposal value of \$500,000. The Proposal guarantee must consist of a firm commitment such as a proposal bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the Respondent

will, upon acceptance of the award, execute such contractual documents as may be required within the time specified.

The respondent shall furnish a Letter of Commitment from the Bonding Agency or Surety that will guarantee issuance of Performance and Payment Bond. At the time of notice to proceed, the successful Respondent shall furnish a security bond in the sum equal to 100 percent of the contract price for the faithful performance of the contract, with the additional obligation that all persons supplying material or labor in the progression of the work shall be promptly paid. The bond shall be issued by a surety authorized to do business in the state of Georgia.

All Prospective Respondents shall supply an audited financial statement for each of the past two (2) years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA) and signed and certified as accurate by the Respondent.

Use of Subcontractors

It is understood that the primary supplier responding to this request for proposal must have the capability to undertake all tasks outlined without subcontracted support should the need arise. 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.

Addenda to RFP

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than five (5) days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document. The addenda will be sent only to those who have received the RFP from the City. Service Provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

Selection of Successful Service Provider

The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Service Provider that best serves the interests of the Mayor and Council and the residents of the City. The Mayor and Council reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

3.0 SCHEDULE

This Invitation to Bid will be governed by the following schedule:

<u>Activity</u>	<u>Dates & Times</u>
Release of Solicitation Request	July 12 , 2021
Deadline to Email Questions to City	August 4, 2021 by 6:00 PM local time
<i>RFP Due</i>	<i>August 19, 2021 by 3:00 PM local time</i>
Post list of Proposals submitted on the City website	August 20, 2021
Service Provider Contract Award by Council	October 4, 2021 @ 6:00 PM local time

4.0 SCOPE OF SERVICES

General Service Requirements

Respondent shall provide all trained labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the removal of the event debris as directed by the City. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization.

At a minimum, Respondent's team shall consist of the following positions:

Project Manager: primary point-of-contact to the City and contracted monitor of recovery effort and overall responsibility for all Respondent services and personnel.

Operations Manager: responsible for field recovery operations.

Operations Personnel: primary for collecting and disposing of event debris as directed by the City.

Respondent shall be responsible for scheduling all work for all their personnel on a daily basis.

Respondent shall collect debris as assigned daily by the City and/or the contracted operations monitoring firm.

Any FEMA reimbursements for eligible expenses normally due to City that are denied by FEMA due to documented errors or omissions by the Respondent or for which the Respondent is responsible related to the debris removal process and any related operational or administrative functions will be reimbursed by Respondent to the City at the rate that FEMA would have reimbursed the City had such errors or omissions not occurred.

Should the Respondent fail to respond within the specified time frame Respondent shall be responsible for any increase in costs incurred by the City in securing services with the specified time frame from alternate providers.

The City Contract Manager shall be the City Manager or their designee.

The successful Respondent shall be required to attend an annual disaster coordination and planning meeting at no cost to the City. This must include training in coordination with the City's debris monitoring firm and include all designated City staff.

Emergency Road Clearance

Respondent shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the sizing, cutting, moving, staging, and loading of debris from the primary transportation routes as identified by and directed by the City. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization. This task shall be accomplished consistent with basic safety procedures. All traffic control shall be in accordance with the requirements and standards of the latest edition of the Georgia Department of Transportation's Design Standards for the Design, Construction, Maintenance, and Utility Operations on the State Highway System and may only be performed by qualified personnel.

Disposal of resulting disaster debris shall be done in accordance with further provisions of this contract at a time determined by the City.

The Respondent(s) shall provide time and materials pricing for the above services utilizing the Price Proposal Form provided in Exhibit A.

Right-Of-Way (ROW) Debris Management

Respondent shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, as directed by the City. Respondent shall also be responsible for coordinating with all utility providers whose facilities may inhibit the safe removal of debris. The Respondent shall also be responsible for the resolution of any claims made by the utility provider.

Debris operations shall be performed so as not to interfere with the disaster response and recovery activities of federal, state, county and local governments or agencies or of any public utilities.

The Respondent shall provide the City with a plan for disaster debris collection following a complete assessment of the volume of disaster generated debris.

The City will approve all designated temporary debris management sites and final disposal sites for all types of specific eligible disaster debris for disposal.

The services shall provide for the cost effective and efficient removal and lawful transport and disposal of eligible disaster debris accumulated on all streets, roads, public, residential, and commercial ROWs including any other locally owned facility or site as may be directed by the City. Services will only be performed when requested and as designated by the City.

This task may include, but not be limited to, up to thirteen (13) types of disaster debris:

- Vegetative Debris
- Construction & Demolition (C&D) Debris
- Mixed Debris (mixed Vegetation and C&D)
- White Goods (e.g., refrigerators, stoves, and other appliances)
- Electronic Waste (e.g., monitors, laptops, etc.)
- PPDR Debris
- Household Hazardous Waste (HHW)
- Hazardous Waste
- Abandoned Vehicles and Vessels
- Waterway Debris
- Soil, Mud, Silt, and/or Sand
- Concrete
- Animal Carcasses

Task services shall include:

- Collecting the debris from the ROW and transporting debris to an approved Debris Management Site (DMS) or directly to final disposal.

- Any other related duty as assigned by the City.

The Respondent(s) shall provide unit pricing for the above services utilizing the Price Proposal Forms provided in Exhibit A.

Trees, Tree Stump, and Tree Limb Removal

Respondent shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the tree, tree stump and tree limb removal services as directed by the City.

Respondent shall remove and transport eligible tree debris, tree stumps and tree limbs, as directed by the City, to a temporary disposal or processing site designated by the City.

City will authorize Respondent to provide these services as they may be required.

As directed by the City, Respondent shall cut and remove hanging or broken limbs and transport to a temporary disposal or processing site designated by the City.

Respondent shall remove trees and stumps in an efficient and safe manner and transport to a temporary disposal or processing site designated by the City.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the temporary disposal or processing site designated by the City. The Respondent shall be responsible for the proper restoration, as determined by the City, of the area from which the tree was removed.

If required, Respondent shall be capable of executing services for this task of the scope of service within the first ninety-six hours after the disaster event.

The Respondent(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Exhibit A.

Private Property Debris Removal (PPDR)

Respondent shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature

to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, from private property as directed by the City. Respondent will exercise due diligence in performing PPDR services and removing debris from private property, as authorized and directed by the City. Respondent also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Respondent will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Respondent warranty that utility damages may not occur as a result of properly conducted services. Respondent will follow all appropriate and required safety precautions and procedures.

City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real property.

If required, Respondent shall be capable of executing services for this task of the scope of service within the first ninety-six hours after disaster event.

The loading, hauling of PPDR debris shall be conducted under the requirements and pricing methodology listed for Sections 3.7.6.3 and 3.8.4. ROW and PPDR debris shall be kept separate based upon State and FEMA requirements.

Demolition of Structures

Respondent shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the demolition of structures services as directed by the City.

As directed by the City, Respondent shall demolish unsafe structures and remove debris, if authorized by the City, which has been determined by the City to be a threat to the health and safety of the public. Respondent also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Respondent will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities but the City does not warrant that all utilities will be located before debris removal begins, nor does Respondent warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the Right-of-Way debris management program.

City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from private properties.

If required, Respondent shall be capable of executing services for this task of the scope of the service within the first ninety-six (+/-) hours after disaster event.

The Respondent(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Exhibit A.

Debris Management Requirements

Multiple Passes – Respondent shall make scheduled passes of each area impacted by the disaster event at the direction of the City. The City 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 right-of-way by the citizens and the City.

Operation of Equipment – Respondent and his subcontractors 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 and meet all Georgia Department of Transportation requirements. All trailers must have metal frames; all container sides may not exceed metal framing by 18 inches or more; all trailers must have a rear enclosing gate covering a minimum of 75% of the total trailer height. All loading equipment shall be operated from the road, street or right-of-way 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 right-of-way unless otherwise directed by the City. Should operation of equipment be required outside of the public right-of-way, the City will provide a Right-of-Entry Agreement. Respondent shall ensure that

every vehicle can unload its cargo at the temporary debris disposal sites without assistance from others. Vehicles unable to unload without assistance may not be authorized to haul debris.

Automated Debris Management System (ADMS) – The City intends to utilize an automated debris management system (ADMS) and requires that the Disaster Debris Removal Contractor will provide vehicle certification placards.

The ADMS shall create load tickets electronically, eliminating the need for hand written and scanned tickets. ADMS features include the following:

- Paperless electronic (handheld device) load ticket generation and data collection;
- Debris vehicle and equipment certification data capture at certification site;
- Encrypted and secure field data transfer (field to DMS, DMS to server);
- Accessible secure database for Disaster Debris Removal Contractor use;
- Load ticket database will be internet accessible by Disaster Debris Removal Contractor;
- Automation of debris pickup location thru use of GPS technologies;
- Evaluation of daily event status using web-based reporting and GIS tools; and
- Reconciliation of Disaster Debris Removal Contractor invoices and applicant payment process enabled thru an integrated database management system.

The ADMS will be provided by the City's Disaster Debris Monitoring firm.

Security of Debris During Hauling - Respondent 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 sites, Respondent shall ensure that each load is secured 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 in accordance with Department of Transportation guidelines. As required, Respondent shall survey the primary routes used by the Respondent as soon as possible after the transport and recover fallen or blown debris from the roadway(s).

Traffic Control - Respondent shall mitigate impact on local traffic conditions to the greatest extent possible. Respondent is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation's Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD). Respondent shall provide sufficient signage, flashing, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

Temporary Debris Management Sites (DMS) and Operations

Respondents shall deliver all disaster related debris to the City's authorized temporary DMS location(s), unless otherwise instructed by the City. The City may authorize multiple sites in order to efficiently store and process the volumes of disaster related debris materials. The City may require Respondent assistance to select a DMS location(s), perform baseline soil and groundwater testing, and site preparation / operations.

The Respondent shall provide all management and operational services at the City's authorized DMS location(s). The Respondent shall submit a site layout plan and operations plan to the City for review. At a minimum, the plan shall address the following:

- Site management, including a point-of-contact and organizational chart.
- Traffic control procedures and on-site traffic patterns.
- Through put plans to ensure constant flow of inbound and outbound materials and to prevent a significant accumulation of materials on-site.
- Site safety plan.
- Hazardous and toxic waste materials plan.
- Environmental mitigation plan, including considerations for smoke, dust, noise,

traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.

- Remediation and site restoration plan.

The Respondent shall document by photographs and video recordings, each City DMS prior to operations to establish baseline conditions of the site.

The Respondent shall be responsible for constructing and/or erecting an inspection tower at each DMS for the purposes of inspecting and documenting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the City and include a roof which allows for some protection from weather conditions.

The Respondent shall manage and supervise the temporary DMS to accept eligible debris collected under this contract and other contracts or agreements approved by the City.

The Respondent shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, portable sanitation facilities, security, and safety measures.

The Respondent shall be responsible for the sorting, separating, and stockpiling of eligible debris at the DMS and shall ensure that the eligible debris remains segregated at the facility.

The Respondent shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to effectively and efficiently reduce the volume of the eligible debris prior to final disposal.

The Respondent(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Exhibit A.

Other Recovery Tasks - Emergency Resources and Services

During the performance of the contract depending upon the nature and scope of the event, the City may require additional goods and services if local resources should become unavailable. The Respondent may provide equipment, materials, supplies and other resources to supplement the City's need for resources and services as described herein. The contract will require the vendor(s) to cooperate with the ordering agency to insure the City receives the most current state-of-the-art material and/or services. The scope of other required services or materials includes:

- Emergency Generators
- Emergency Communications
- Emergency Lighting (Stadium Style Lite Tower)
- Emergency Piping and Storage Tanks
- Emergency Pumps
- Supplemental Fuel with ability to dispense remotely (gasoline and diesel)

The Respondent(s) shall provide pricing for the above services utilizing the Price Proposal Form provided in Exhibit A.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted setting forth the information called for below in the format required. Each proposal should contain the following:

Letter of Interest

Respondents should include a letter indicating the Respondent's interest in and knowledge of the project and willingness to provide the services.

Project Understanding and Approach

This section should include a narrative necessary to show that the Respondent has an understanding of the scope and objectives to be performed in this project. The Respondent should describe the approach to

the provision of services as required herein and the specific work plan to be employed to implement it (e.g., Operations Plan). The Respondent shall indicate how this project will fit into the total workload of the Respondent during the project period.

Respondent's Qualifications and Experience

Respondents shall demonstrate experience in the scope of services required herein and describe in detail any prior experience performing the services being requested by the City. Identify the manager and key staff who will be directly assigned to this project.

Provide a summary of the Respondent's current workload and ability to satisfy the City's requirements.

Provide a brief statement adequately describing the Respondent's background, organization, and size.

Provide the name of the individual designated to act as primary liaison between the Respondent and the City. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.

If any services are to be subcontracted, then those firms and/or individuals must be identified. Qualifications of any sub-contractors and resumes of the individuals assigned to the projects are to be furnished as part of the submittal.

Provide descriptions of previous projects, to include: the name of client and the disaster event, the type of work performed, size of the project (e.g., quantity of cubic yards collected, number of leaners and hangers removed, etc.), dates the work was performed, challenges overcome, and other information that may be relevant to the City's request for services.

Ability of Respondent's Professional Personnel

Provide resumes of proposed manager, primary liaison, and key staff to include years of experience within the area of specialty, length of service with the Respondent and knowledge of relevant local, state and federal government regulations and requirements.

References

Provide at least three verifiable references for whom the Respondent has performed the type services being requested by the City. The following information shall be provided for each reference listed:

Reference name, title, email address and phone number(s) of the individual within the organization for whom the work was performed who can be contacted and attest in regards to the project.

The Project Title, dates of service, type of work and the name(s) of the manager or key staff person(s) who worked on the project.

Small Business Enterprise Plan

Respondent shall submit a Plan showing describing anticipated SBE sub-contractor participation. The City's goal is to encourage doing business with certified SBE'S certified from an agency of the State of Georgia or another Georgia local governmental agency. Proof of current certification from these governmental entities will be required. The City will require documentary proof of the implementation, progress, and final outcome of the proposed Plan. A Respondent who is a SBE need not submit a Plan. Documentary proof of Respondent's status as SBE must be submitted in the response to this RFP. Although the Respondent may be SBE him/herself, involvement of other SBE's as suppliers or sub-consultants under the SBE Contractor is still encouraged. Non-certified SBE status claimed by the Respondent for him/herself may be submitted but is subject to stringent verification by the City.

If the Respondent is not a SBE, then Exhibit J, Participation of SBE Firms must be submitted. The intent of the form is to reflect the percentage of SBE participation pledged by the Respondent and/or proof of the "good faith" effort expended attempting to enlist potential participants. Alternate plans may be acceptable to the City, at its sole discretion, so long as substantially the same information is provided.

Failure of the Respondent to provide the foregoing requested items may disqualify the Respondent at the discretion of the City.

The Respondent's Plan will be incorporated into the Agreement between the Respondent and the City. In addition to the required Plan, the successful Respondent shall demonstrate a determined effort to implement the Plan.

The Respondent, upon award, shall take the following affirmative steps:

- (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 requirements, 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, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Price Proposal

Each Respondent shall submit the Price Proposal Form provided in Exhibit A and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses.

Required Forms

The Respondent shall include the Required Forms listed below in the "Required Forms Section" of their Proposal:

- Price Proposal Form provided in Exhibit A
- Addendum Acknowledgement Form provided in Exhibit B
- References Form provided in Exhibit C.
- Drug Free Workplace Certification Form provided in Exhibit D.
- Exceptions to the Solicitation Form provided in Exhibit E
- Equal Employment Opportunity Certification provided in Exhibit F
- Compliance with Illegal Immigration Act provided in Exhibit G
- Non-Collusion Oath provided in Exhibit H
- Good Faith Affidavit provided in Exhibit I
- Participation of SBE Firms Form provided in Exhibit J
- Certificate of Insurance Form provided in Exhibit K

6.0 PROPOSAL EVALUATION & CONTRACT AWARD

The Respondent selected to provide the services described herein will be selected from the qualified Respondents submitting responses to this request for proposal. The selection process will be as follows:

City Selection Procedures

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer, who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents. Price shall not be the sole determining factor for selection, as indicated in the following section.

Evaluation Criteria

The Offeror shall be evaluated solely in accordance with the criteria set forth herein. The City's evaluation criteria may include, but shall not be limited to, the following:

Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.

Qualifications Evaluation. Relevant experience and past performance in Disaster Debris Removal Services with a minimum of five (5) years of experience in regards to the attached scope of work, service area, and

amount of debris collected. Previous experience with State and Federal reimbursement programs associated with funding of debris removal and recovery efforts. Direct and indirect references. Firm possesses all appropriate Respondents and professional licenses required to do business in the State of Georgia.

Ability Evaluation. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed. The character, integrity, reputation, judgment, experience of proposer. The schedule and availability of the proposer; to include response time. Financial stability. The Current and projected workload of the proposer; to include current contracts with other government entities. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

Technical Evaluation. The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the City. Proposer's existing Maintenance, Repair, Parts, and Resource Programs, including availability of personnel, that would enable and ensure remedial work as may be required under the guarantee provided.

Price Evaluation. Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling following a typical moderate hurricane. This shall utilize debris volume estimates using the Army Corps of Engineers Debris Forecast Model. These estimates are included in the RFP. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.

Evaluation Process and Award

A Selection/Negotiation Committee appointed by the City Manager will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their proposed services to the Evaluation and Selection Committee. After presentations, (if applicable), firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Council. No work on this project shall proceed without written authorization from the City. The City reserves the right to enter contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City or its representatives arising from such negotiations. The City reserves the right to utilize the City's Disaster Debris Monitoring Firm, or other qualified firm or individual, to review proposals and provide the City with additional analysis to ensure selection of the proposal which is most advantageous to the City.

Weighted Criteria

Evaluation Points will be assigned to each Proposal on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
Compliance with Request for Proposal (Mandatory)	Pass/Fail
Qualifications Evaluation	30 points
Ability Evaluation	25 points
Technical Evaluation	25 points
Price Evaluation	20 points

Award of Agreement

It is the intent of the City to award a Primary and a Secondary Contractor for services to be provided to the City under this proposal. The Primary Contractor shall be the initial firm mobilized by the City. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the City or if the Primary Contractor is unavailable.

7.0 PROFESSIONAL RESPONSIBILITY

All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed. Individual or Respondent shall accept full responsibility for the work as described herein.

Insurance Requirements

The successful Respondent shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Respondent, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall be submitted within 7 days of contract execution and such coverage shall be maintained by the Respondent for the duration of the contract period. Insurance requirements and a Certificate of Insurance Form are provided in Exhibit K. The selected Respondent shall provide a Certificate of Insurance with the minimum coverages described in Exhibit K.

Hold Harmless Clause

The Respondent shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Respondent agrees that this clause shall include claims involving infringement of patent or copyright.

8.0 GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions, supplemental to those stated elsewhere in the RFP, to which the selected Respondent must comply in order to be consistent with the requirements for this RFP. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

Assignment of Personnel

All personnel assigned to the project will be subject to the approval of the City and no changes shall be allowed unless prior written approval is obtained.

Basis for Contract Negotiation

This solicitation includes a sample "Contract for Disaster debris Removal, reduction and Disposal Services" provided as Attachment 1, that will serve as a template for the City and the successful Service Provider to begin negotiations. Please indicate any exceptions to the "Sample Agreement" that you wish to bring to the City's attention in your written proposal on the form provided.

Term of the Contract

The contract shall be effective for the period to begin based on the date of the executed contract and continuing through **December 31, 2023** with an option to renew for **two (2) additional one (1) year periods**.

Retainage

A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Respondent must successfully complete and receive a letter of completion from the City for all work zones. Retainage will be held until final reconciliation is complete.

Portions of the retainage may be held by the City to repair damage caused by the Respondent to public or private property.

Governing Law

This agreement shall be governed in accordance with the laws of the State of Georgia. Venue shall be in the City.

Permits, Laws & Regulations

The selected Respondent shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required. The selected Respondent shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected Respondent is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the selected Respondent will in no way relieve it of responsibility. The selected Respondent must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, and all other applicable ordinances, statutes, laws, and amendments thereto.

Please note that Garden City encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

Award of Contract(s)

The City reserves the right to award contracts to more than one (1) Respondent as determined to be in the best interest of the City.

Assignment of Interest

Any individual or Respondent shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.

Indemnification

The Respondent agrees to indemnify, hold harmless and defend the City 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 Respondent, its agents, subcontractors or employees in the performance of the Contract, but excluding any damage, injury, or loss to person or property solely the result of the City's negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Respondent's liability hereunder exceed the dollar amount paid or to be paid to Respondent for its services under the Contract.

Amendments

The agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

Default and Termination

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall be given seven (7) days in which to cure the default. The City Manager is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager is authorized to provide final termination notice on behalf of the City to the selected Respondent.

The City may terminate the contract without cause and for convenience by first providing at least 24 hours written notice to the selected Respondent prior to the termination date. The City Manager is authorized to provide written notice of termination on behalf of the City. In the event funds to finance the contract become unavailable, the City may terminate the contract with no less than twenty-four hours' notice in writing to the selected Respondent. The City shall be the final authority as to the availability of funds.

Successors and Assigns

The City and selected Respondent each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the agreement, and any assignment or transfer by the selected Respondent of its interest in the contract without the written consent of the City shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or the selected Respondent, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or the selected Respondent.

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.

Independent Contractor

In the performance of the agreement, the Respondent will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venture, or associate of the City. The Respondent shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Respondent in the full performance of the agreement.

Non-Collusion

The Respondent is required to submit in their Proposal the Non-Collusion Oath provided in Exhibit H and the Good Faith Affidavit provided in Exhibit I.

Additional Requirements

During the performance of the contract the Respondent shall agree as applicable to the requirements set forth in Exhibit L, Additional Provisions for FEMA Related Projects

{Remainder of page left intentionally blank}

EXHIBITS

Exhibit A through Exhibit L are provided on the following pages.

DESCRIPTION OF SERVICE	UNIT	UNIT PRICE
1. VEGETATIVE DEBRIS		
a Pick up vegetative debris from ROW and haul to Debris DMS). (0 to 15 miles)	CUBIC YARD	\$
b Pick up vegetative debris from ROW and haul to DMS. (>15 to 30 miles)	CUBIC YARD	\$
c Pick up vegetative debris from ROW and haul to DMS. (>30 to 60 miles)	CUBIC YARD	\$
d Pick up vegetative debris from ROW and haul to DMS. (>60 miles)	CUBIC YARD	\$
e Pick up vegetative debris from ROW and haul to Temporary Debris Aggregation Site (TDAS) (0 to 15 miles)	CUBIC YARD	\$
f Pick up vegetative debris from TDAS and haul to DMS or Final Disposal (0 to 15 miles)	CUBIC YARD	\$
g Pick up vegetative debris from TDAS and haul to DMS or Final Disposal (>15 to 30 miles)	CUBIC YARD	\$
h Pick up vegetative debris from TDAS and haul to DMS or Final Disposal (>30 to 60 miles)	CUBIC YARD	\$
2. CONSTRUCTION & DEMOLITION DEBRIS (C&D) and MIXED DEBRIS (Non-Asbestos)		
a Pick up C&D or Mixed debris materials from ROW and haul to DMS. (0 to 15 miles)	CUBIC YARD	\$
b Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>15 to 30 miles.)	CUBIC YARD	\$
c Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>30 to 60 miles.)	CUBIC YARD	\$
d Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>60 miles.)	CUBIC YARD	\$
e Pick up C&D or Mixed debris materials from ROW and haul to LANDFILL. (0 to 15 miles)	CUBIC YARD	\$
f Pick up C&D or Mixed debris materials from ROW and haul to LANDFILL. (>15 to 30 miles)	CUBIC YARD	\$
g Pick up C&D or Mixed debris or Mixed from ROW and haul to LANDFILL. (>30 to 60 miles)	CUBIC YARD	\$
h Pick up C&D or Mixed debris materials from ROW and haul to LANDFILL. (>60 miles)	CUBIC YARD	\$
2. CONSTRUCTION & DEMOLITION DEBRIS (C&D) and MIXED DEBRIS (Asbestos)		
a Pick up C&D or Mixed debris materials from ROW and haul to DMS. (0 to 15 miles)	CUBIC YARD	\$
b Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>15 to 30 miles.)	CUBIC YARD	\$
c Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>30 to 60 miles.)	CUBIC YARD	\$
d Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>60 miles.)	CUBIC YARD	\$
e Pick up C&D or Mixed debris materials from ROW and haul to LANDFILL. (0 to 15 miles)	CUBIC YARD	\$
f Pick up C&D or Mixed debris materials from ROW and haul to LANDFILL. (>15 to 30 miles)	CUBIC YARD	\$

EXHIBIT A: Unit Rates

g	Pick up C&D or Mixed debris materials from ROW and haul to LANDFILL. (>30 to 60 miles)	CUBIC YARD	\$
h	Pick up C&D or Mixed debris materials from ROW and haul to LANDFILL. (>60 miles)	CUBIC YARD	\$

3. WHITE GOODS

a	Remove and transport from ROW to DMS.	PER UNIT	\$
b	Remove and transport from ROW to Recycling Facility or approved disposal facility.	PER UNIT	\$
c	Transport from DMS to Recycling Facility or approved disposal facility.	PER UNIT	\$
d	Freon Removal / Recycling and Management	PER UNIT	\$

4. SPECIAL WASTE

a	Electronic waste removal from ROW and dispose at City approved site.	PER UNIT	\$
b	Household hazardous waste removal from ROW and dispose at City approved site.	PER POUND	\$
c	Hazardous waste removal from ROW and dispose at City approved site.	PER POUND	\$
d	Derelict vehicle removal, transfer / tow of typical passenger car.	EACH	\$
e	Derelict vessel removal and transportation to secure storage site. (Vessels under 25 feet)	EACH	\$
f	Derelict vessel removal and transportation to secure storage site. (Vessels 25 feet and greater)	EACH	\$
g	Operation of secure storage site for derelict vehicles/vessels.	PER DAY	\$
h	Vessel and Vehicle Fluids Management - draining / removal of fluids from vessel / vehicle, storage of fluids and transportation to a disposal / recycling facility	PER GALLON	\$
i	Vessel and Vehicle Hazardous Materials Management - removal of hazardous materials from vessel / vehicle, (e.g. batteries), storage of same and transportation to a disposal / recycling facility	PER GALLON	\$
j	Crushing of Vessels for Disposal	PER FOOT	\$
k	Waterway Debris Removal - removal of storm debris from marine environments, including canals, streams and waterfronts	CUBIC YARD	\$
l	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (0 to 15 miles)	CUBIC YARD	\$
m	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>15 to 30 miles)	CUBIC YARD	\$
n	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>30 to 60 miles)	CUBIC YARD	\$
o	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>60 miles)	CUBIC YARD	\$
p			
q	Soil, Mud, Silt or Sand - Load and from location and dispose at City approved site (0 to 15 miles)	CUBIC YARD	\$

EXHIBIT A: Unit Rates

r	Soil, Mud, Silt or Sand - Load and from location and dispose at City approved site (>15 to 30 miles)	CUBIC YARD	\$
s	Soil, Mud, Silt or Sand - Load and from location and dispose at City approved site (>30 to 60 miles)	CUBIC YARD	\$
t	Soil, Mud, Silt or Sand - Load and from location and dispose at City approved site (>60 miles)	CUBIC YARD	\$
u	Sand and Soil Screening & Collection: Removal and screening of debris- laden sand from public property, stockpiling debris at DMS, and replacing screened sand at City designated location.	CUBIC YARD	\$
v	Removal and disposal of animal carcasses	PER POUND	\$

5. HAZARDOUS STUMPS and HAZARDOUS TREES

a	Removal of hazardous stump from ROW or public property and transportation to DMS. 24" to 36" diameter.	EACH	\$
b	Removal of hazardous stump from ROW or public property and transportaton to DMS. >36" to 48" diameter.	EACH	\$
c	Removal of hazardous stump from ROW or public property and transportation to DMS. >48" diameter.	EACH	\$
d	Backfill - supply and placement of clean fill dirt into holes created by stump removal in the ROW.	CUBIC YARD	\$
e	Removal of hazardous trees (leaning or damaged) from ROW or public property that are 13" to 24" with the trunk measured at DBH.	EACH	\$
f	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >24" to 36" with the trunk measured at DBH.	EACH	\$
g	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >36" to 48" with the trunk measured at DBH.	EACH	\$
h	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >48" with the trunk measured at DBH.	EACH	\$
i	Removal of hazardous hanging limbs from ROW or public property that are >2 inches.	PER TREE	\$

6. DEMOLITION OF STRUCTURES

Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

a	0 to 15 miles one-way haul	CUBIC YARD	\$
b	>15 to 30 miles one-way haul	CUBIC YARD	\$
c	>30 to 60 miles one-way haul	CUBIC YARD	\$
d	>60 miles one-way haul	CUBIC YARD	\$

Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. Does not include removal of concrete slabs.

d	0 to 15 miles one-way haul	CUBIC YARD	\$
e	>15 to 30 miles one-way haul	CUBIC YARD	\$
f	>30 to 60 miles one-way haul	CUBIC YARD	\$
g	>60 miles one-way haul	CUBIC YARD	\$

7. PROCESSING / REDUCING DEBRIS & DEBRIS SITE MANAGEMENT

a	Grinding / chipping vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$
b	Burning vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$
c	Processing and/or compacting C&D materials and mixed debris, based on incoming cubic yards.	CUBIC YARD	\$
d	Processing and/or compacting concrete materials and masonry, based on incoming cubic yards.	CUBIC YARD	\$

8. DEBRIS MANAGEMENT SITE MANAGEMENT

a	Debris Management Site (DMS) Management, includes the cost of site preparation, site management, acceptance, erosion control, and site closeout based on incoming cubic yards.	CUBIC YARD	\$
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5. FINAL DISPOSAL - Disposal Fees shall be passed through to the City without markup.

a	Load and Transport processed vegetative debris from DMS to final disposal. (0 to 15 miles)	CUBIC YARD	\$
b	Load and Transport processed vegetative debris from DMS to final disposal. (>15 to 30 miles)	CUBIC YARD	\$
c	Load and Transport processed vegetative debris from DMS to final disposal. (>30 to 60 miles)	CUBIC YARD	\$
d	Load and Transport processed vegetative debris from DMS to final disposal. (>60 miles)	CUBIC YARD	\$
e	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (0 to 15 miles)	CUBIC YARD	\$
f	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>15 to 30 miles)	CUBIC YARD	\$
g	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>30 to 60 miles)	CUBIC YARD	\$
h	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>60 miles)	CUBIC YARD	\$
i			

8. OTHER DEBRIS SERVICES

a	Cleaning and clearing of storm drain lines. Drain line diameter 0 to 15 inches.	PER LINEAR FOOT	\$
b	Cleaning and clearing of storm drain lines. Drain line diameter >15 to 36 inches.	PER LINEAR FOOT	\$
c	Cleaning and clearing of storm drain lines. Drain line diameter >36 inches.	PER LINEAR FOOT	\$
d	Debris to be placed at the ROW for collection as storm debris.	CUBIC YARD	\$
e	Cleaning and clearing of catch basins and inlets. 4' x 4'	EACH	\$
f	Cleaning and clearing of catch basins and inlets. 8' x 8'	EACH	\$
g	Cleaning and clearing of catch basins and inlets. 10' X 10'	EACH	\$
h	Cleaning and clearing of catch basins and inlets. 20' x 20'	EACH	\$

EQUIPMENT LIST

Number	Description	Type or Size	Unit	Unit Price
	Heavy Equipment (<i>Operator, fuel, maintenance included</i>)			
	Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$
	Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	\$
	Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$
	Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$
	Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$
	Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$
	Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544//Vol L70	Hour	\$
	Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$
	Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$
	Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$
	Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$
	Towed Loader w/ Tractor	Prentice 210	Hour	\$
	Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$
	Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$
	Dozer, Tracked	Cat D4	Hour	\$
	Dozer, Tracked	Cat D5	Hour	\$
	Dozer, Tracked	Cat D6	Hour	\$
	Dozer, Tracked	Cat D7	Hour	\$
	Dozer, Tracked	Cat D8	Hour	\$
	Dozer, Tracked	Cat D10T	Hour	\$
	Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$
	Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$
	Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$
	Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$
	Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$
	Motor Grader (w/ min 12' blade)	Cat 120G	Hour	\$
	Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$
	30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$
	50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$
	100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$
	Bucket Truck	Up to 50' reach	Hour	\$

EXHIBIT A: Time Materials

Bucket Truck	40' to 75' reach	Hour	\$
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$
Mechanized Broom	Street Sweeper	Hour	\$
Water Truck	2000 Gallon	Hour	\$
Service/Fuel Truck	Multi	Hour	\$
Diesel Forklift, 5k	5K	Hour	\$
Personnel Forklift, 5k	5K	Hour	\$
Forklift 1	6000 lb	Hour	\$
Forklift 2	8000 lb	Hour	\$
Forklift 3	10,000 lb	Hour	\$
Forklift 4	15,000 lb	Hour	\$
Forklift 5	25,000-35,000 lb	Hour	\$
Extended Boom Forklift	44,000 lb	Hour	\$
Forklift Carpet Poles	N/A	Day	\$
Forklift Loading Ramps	N/A	Day	\$
Pallet Grabber	w/ Chains	Hour	\$
Pallet Jack	N/A	Hour	\$
Electric Pallet Jack	N/A	Hour	\$
Dock Plates	N/A	Day	\$
Straight Mast Forklift	Rough Terrain	Hour	\$
Shooting Boom Forklift, 5k	Rough Terrain, 5k	Hour	\$
Shooting Boom Forklift, 6k	Rough Terrain, 6k	Hour	\$
Shooting Boom Forklift, 8k	Rough Terrain, 8k	Hour	\$
Shooting Boom Forklift, 9k	Rough Terrain, 9k	Hour	\$
Shooting Boom Forklift, 10k	Rough Terrain, 10k	Hour	\$
Forklift Propane Tank	N/A	Day	\$
Portable Loading Dock (w/ ramp and stairs)	20 x 20	Hour	\$
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$
Soil Compactor, Towed Unit	Wacker	Hour	\$
Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$
Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$
Stump Grinder	Vermeer 60TX	Hour	\$
Chipper w/ 2 man crew	Morbark Storm	Hour	\$

EXHIBIT A: Time Materials

Chipper/Mulcher (8" Throat)	Vermeer	Hour	\$
Chipper/Mulcher (12" Throat)	Vermeer	Hour	\$
12-Foot Tub Grinder	Morbark 1200/650 HP	Hour	\$
13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$
14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$
Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$
Air Curtain Refractory Incinerator	N/A	Hour	\$
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$
Truck Mounted Winch	Tow Truck	Hour	\$
Log Skidder	Cat 525B/JD 648E/G III	Hour	\$
Waste Collection Rear Loader Truck	N/A	Hour	\$
Vacuum Truck/Jetter	3500 Gallon	Hour	\$
Crash Truck w/Impact Attenuator	N/A	Hour	\$
Power Screen	N/A	Hour	\$
Stacking Conveyor	N/A	Hour	\$
<i>Hauling Vehicles (Operator, fuel, maintenance included)</i>			
Dump Truck	5 to 15 CY	Hour	\$
Dump Truck	16 to 24 CY	Hour	\$
Dump Truck	25 to 34 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$
Tractor w/ 42' Flatbed Trailer (Without Driver)	42' Flatbed (w/o Driver)	Hour	\$
Tractor w/ 42' Flatbed Trailer (With Driver)	42' Flatbed (w/ Driver)	Hour	\$
Flatbed Trailer Straight Truck (Without Driver)	26,000lb GWV	Hour	\$
Flatbed Trailer Straight Truck (With Driver)	26,000lb GWV	Hour	\$
<i>Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)</i>			
Pickup Truck	1/2 Ton	Day	\$
Pickup Truck	3/4 Ton	Day	\$

EXHIBIT A: Time Materials

Pickup Truck	1 Ton (4x4)	Day	\$
Box Truck	3/4 Ton	Day	\$
Utility Van	3/4 Ton	Day	\$
Passenger Van	9 Passenger	Day	\$
Passenger Car	Full size	Day	\$
Response Trailer	20 Foot	Day	\$
Response Trailer	30 Foot	Day	\$
Flatbed Trailer (40 ft)	GWV to 450	Day	\$
Mobile Fleet Repair	Equipment Config	Day	\$
<i>Personnel/Equipment</i>			
Project Operations Manager	Individual	Hour	\$
Superintendent with Cell/Truck	Individual	Hour	\$
Supervisor with Cell/Truck	Individual	Hour	\$
Foreman with Cell/Truck	Individual	Hour	\$
Inspector with Cell/Vehicle	Individual	Hour	\$
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$
Safety Superintendent	Individual	Hour	\$
Mechanic with Truck and Tools	Individual	Hour	\$
Climber with Gear	Individual	Hour	\$
Labor/Operator with Chainsaw/Tools/Cellphone	Individual	Hour	\$
Laborer with Tools/Cellphone	Individual	Hour	\$
Traffic Control Personnel with Radio	Individual	Hour	\$
Ticket Writers	Individual	Hour	\$
Survey Personnel with Vehicle	Individual	Hour	\$
Project Engineer	Individual	Hour	\$
Equipment Operator	Individual	Hour	\$
Truck Driver with cellphone and radio	Individual	Hour	\$
Security Person (Unarmed) with cellphone and radio	Individual	Hour	\$
Security Person (Armed) with cellphone and radio	Individual	Hour	\$
Administrative Assistant	Individual	Hour	\$
Clerical	Individual	Hour	\$
<i>Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)</i>			
Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	\$
Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$

EXHIBIT A: Time Materials

Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$
Traffic Control, Temp Single Lane Closure	N/A	Hour	\$
Traffic Control, Temp Road Closure	N/A	Hour	\$
Weighing Scales, Truck, Certified	Portable	Hour	\$
Office Trailer	40 Foot	Day	\$
Storage Container	40 Foot	Day	\$
Portable Eyewash Station	OSHA Spec	Day	\$
First Aid Station	OSHA Spec	Day	\$
Portable Toilet (Port a John)	Single	Week	\$
Observation Tower	USACE Spec	Each	\$

Emergency Road Clearance - Initial 70-hour First Push Phase

Personnel & Equipment (Operator, fuel, maintenance included)

Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)	Hour	\$
Knuckleboom Loader Truck (Self-Loading-25-35 CY)	Hour	\$
Wheel Loader 2.5-3.0 cy Cat 930 /JD 544 / Vol L70	Hour	\$
Dump Truck (16 to 24 CY)	Hour	\$
Road Clearance Crew (2 chainsaw operators, 1 Flagger-Tosser, 1 Supervisor)	Hour	\$
Supervisor with Truck (1 man, will assist toss operations)	Hour	\$
Operators with Chainsaw (2 or 1 man crew, cut and toss)	Hour	\$
Laborer with Tools (1 man, toss)	Hour	\$
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	\$

EXHIBIT A: Emergency Generators

EMERGENCY RESPONSE EQUIPMENT

GENERATORS

Size (KW)	Three-Phase Voltage Requirement	Daily	Weekly	Monthly
15	240	\$	\$	\$
20	240	\$	\$	\$
25	240	\$	\$	\$
35	240	\$	\$	\$
40	480/240	\$	\$	\$
50	480/241	\$	\$	\$
60	480/242	\$	\$	\$
75	480/243	\$	\$	\$
100	480/244	\$	\$	\$
125	480/245	\$	\$	\$
150	480	\$	\$	\$
250	480	\$	\$	\$
500	480	\$	\$	\$
1800	480	\$	\$	\$

Pricing to include all costs including but not limited to shipping, setting, operation, maintenance, fueling, insurance, security and recovery.

EXHIBIT A: Emergency Pumps

Pumps

Size	Nominal Performance	Daily	Weekly	Monthly
4x4 High volume diesel powered suction lift trash pump with speed adjustment and on/off level control	1000 GPM Max, 150 feet TDH Max	\$	\$	\$
6x6 High volume diesel powered suction lift trash pump with speed adjustment and on/off control	2600 GPM Max, 160 Feet TDH Max	\$	\$	\$
8x8 High volume diesel powered suction lift trash pump with speed adjustment and on/off lever control	3000 GPM Max, 150 Feet TDH Max	\$	\$	\$
12x12 High volume diesel powered suction lift trash pump with speed adjustment and on/off level control	5000 GPM Max, 100 Feet TDH Max	\$	\$	\$

Pricing to include all costs including but not limited to shipping, setting, operation, maintenance, fueling, insurance, security and recovery.

EXHIBIT A: Lighting Towers

Number	Description	Type / Size	Daily	Weekly	Monthly
	Light Tower (Portable light plant)	500 Watt Range	\$	\$	\$
	Light Tower (Portable light plant)	1000 Watt Range	\$	\$	\$
	Light Tower (Portable light plant)	2000 Watt Range	\$	\$	\$
	Light Tower (Portable light plant)	4000 Watt Range	\$	\$	\$
	Light Tower (Portable light plant w/ Generator)	500 Watt Range (w/Gen)	\$	\$	\$
	Light Tower (Portable light plant w/ Generator)	1000 Watt Range (w/Gen)	\$	\$	\$
	Light Tower (Portable light plant w/ Generator)	2000 Watt Range (w/Gen)	\$	\$	\$
	Light Tower (Portable light plant w/ Generator)	4000 Watt Range (w/Gen)	\$	\$	\$

Pricing to include all costs including but not limited to shipping, setting, operation, maintenance, fueling, insurance, security and recovery.

EXHIBIT A: Communications Tower

Number	Description	Type / Size	Daily	Weekly	Monthly
	Communications Tower - list types and sizes		\$	\$	\$

Pricing to include all costs including but not limited to shipping, setting, operation, maintenance, fueling, insurance, security and recovery.

EXHIBIT A: Emergency Pipes and Tanks

Pipes and Tanks

Description	Size	Daily	Weekly	Monthly
COMPOSITE QUICK CONNECT SUCTION HOSE, 8 Foot Length, 20 PSI Minimum, Price per Section				
	4 inch	\$	\$	\$
	6 inch	\$	\$	\$
	8 inch	\$	\$	\$
	12 inch	\$	\$	\$
QUICK CONNECT DISCHARGE HOSE, 50 Foot Length, 50 PSI Minimum, Price per Section				
	4 Inch	\$	\$	\$
	6 Inch	\$	\$	\$
	8 Inch	\$	\$	\$
QUICK CONNECT RIGID PIPING, 10 Foot Length, 175 PSI Minimum, Price per Section				
	4 Inch	\$	\$	\$
	6 Inch	\$	\$	\$
	8 Inch	\$	\$	\$
	12 inch	\$	\$	\$
Roll-Off-Emergency Wastewater Storage Tanks	Nominal 22,000 Gallon Each	\$	\$	\$

Pricing to include all costs including but not limited to shipping, setting, operation, maintenance, fueling, insurance, security and recovery.

FUEL PRICING REQUIREMENTS

ITEM	FUEL TYPE	UNIT	COST PER GALLON DELIVERED	WITHIN 24 HRS	WITHIN 72 HRS	WITHIN 7 DAYS
1	Diesel	gallon	\$			
2	Gas, 87 Octane	gallon	\$			
3	Gas, 89 Octane	gallon	\$			
4	Gas, 93 Octane	gallon	\$			
5	Propane	pound	\$			

1. Actual Fuel Cost per unit will adjust daily and will include all applicable state and federal taxes.
2. Fixed Price Delivery Charge will be added to Actual Fuel Cost.
3. Vendors must provide a delivery response time for each item listed in this Section.

EXHIBIT B
ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this RFP for Annual Disaster Debris Removal, Reduction and Disposal Services, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

EXHIBIT C
COMPLETED REFERENCES FORM

Name of Reference	
Title	
E Mail Address	
Office Phone Number	
Mobile Phone Number	
Project Title	
Dates of Service	
Description of Work	
Manager / Key Staff	

Name of Reference	
Title	
E Mail Address	
Office Phone Number	
Mobile Phone Number	
Project Title	
Dates of Service	
Description of Work	
Manager / Key Staff	

Name of Reference	
Title	
E Mail Address	
Office Phone Number	
Mobile Phone Number	
Project Title	
Dates of Service	
Description of Work	
Manager / Key Staff	

EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Phone Number: _____

EXHIBIT E
EXCEPTIONS TO SOLICITATION

Each Respondent may copy this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if Respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The City shall be the sole judge of a proposed substitution equivalency.

[illegible]

EXHIBIT F
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The City requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Garden City, GA RFP Annual Disaster Debris Removal, Reduction and Disposal Services

Respondent Name:

Address:

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

EXHIBIT G
COMPLIANCE WITH ILLEGAL IMMIGRATION ACT

By signing the Proposal, the Respondent certifies that it will comply with the applicable requirements of the Georgia Illegal Immigration and Enforcement Act of 2011 (Act) and agree to provide to the State upon request any documentation required to establish either; (a) that the Act is inapplicable to the Respondent and its subcontractors or sub-subcontractors; or (b) that the respondent and its subcontractors or sub- subcontractors are in compliance with the Act.

Respondent agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of the Act and (b) include in their contracts with the sub- contractors language requiring the sub-subcontractors to comply with the applicable requirements of the Act

RFP Name: Annual Disaster Debris Removal, Reduction and Disposal Services

Contractor/Vendor Name:

Address:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

EXHIBIT H
ANTI-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

_____ and made oath that the Respondent herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract.

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20____, by _____.

(stamp)

Signature of Notary Public
State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT I
GOOD FAITH AFFIDAVIT

I have carefully examined this RFP for Annual Disaster Debris Removal, Reduction and Disposal Services which includes scope, requirements for submission, general information and the evaluation and award process.

I hereby propose to provide the services requested in the City's RFP and, if awarded, enter into a contract with the City. I agree that the terms and conditions of the City's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my 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 company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Respondent or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of City or of any other company 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.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Typed

Email Address

State of _____

County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

EXHIBIT J**PARTICIPATION OF SBE FIRMS**

RFP NAME: ANNUAL DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL SERVICES
NAME OF PROPOSER:

NAME, ADDRESS AND PHONE NO. OF SBE FIRM	DESCRIPTION OF SERVICE TO BE PROVIDED	CONTRACT AMOUNT				
		BLACK	HISPANIC	WOMAN	SMALL BUSINESS	OTHER
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL SBE FIRMS:		\$	\$	\$	\$	\$

Note: M/WBE information is being collected for tracking purposes only.

<i>PROPOSER TO COMPLETE</i>			
TOTAL PROPOSED SERVICES:	\$	PERCENTAGE PARTICIPATION:	%
TOTAL SBE PROPOSED SERVICES:	\$		

(Make additional copies as necessary)

EXHIBIT K
CERTIFICATE OF INSURANCE REQUIREMENTS

Contractors working for the City are required to procure and maintain for the duration of their contract with the County insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in Georgia. Coverage shall be at least broad as:
- 1 Insurance Services Office (ISO) Commercial General Liability Coverage Form ("occurrence") CG 00 01 10/01.
 - 2 Insurance Services Office Business Auto Coverage Form CA 00 01 1% 1 covering automobile liability for all "owned, hired and non-owned autos".
- B. Contractor shall carry workers' compensation as required by the State of Georgia and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
- 1 **COMMERCIAL GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2 **BUSINESS AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3 **WORKERS' COMPENSATION:** Statutory limits are required by Georgia state law, and employer's liability limits of \$500,000 each accident, \$500,000 policy limit, and \$500,000 each employee.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverages
The City, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers. To accomplish this objective, the City shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office (ISO) Commercial General Liability Endorsement CG 20 10 10/01 (*Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization*) and CG 2037 (*Additional Insured-Owners, Lessees or Contractors-Completed Operations*) or their equivalent endorsements.
Contractors' insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City, its officials, employees or volunteers.
 2. Workers' Compensation
The Contractor shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the

City.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the City.
- F. Each Insurance policy required by the City shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the City within policy provisions.
- G. All coverages for subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by the City.
- I. The Contractor shall furnish the City with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences.

The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

CITY OF GARDEN CITY, GA
ATTN: CITY MANAGER
CITY ADMINISTRATION BUILDING
100 CENTRAL AVENUE, GARDEN CITY GA 31405

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

GARDEN CITY GA SAMPLE CERTIFICATE OF INSURANCE					
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.		
			COMPANIES AFFORDING COVERAGE		
			Company A (Issuing Company)		
			Company B		
COVERAGES					
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been					
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> Comm. General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contract's Prot <input checked="" type="checkbox"/> Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate Prod-Comp/Op Agg Pers. & Adv. Injury Each Occurrence Fire Damage (One Fire) Med Exp. (Any one Person)
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Ea Accident Other Than Auto Only Each Accident Aggregate
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence Aggregate
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	XXXXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.					
CERTIFICATE HOLDER				CANCELLATION	
GARDEN CITY, GA ATTN: CITY MANAGER CITY ADMINISTRATION BUILDING 100 CENTRAL AVENUE, GARDEN CITY GA 31405				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative	
				AUTHORIZED REPRESENTATIVE	

EXHIBIT L: ADDITIONAL PROVISIONS FOR FEMA RELATED PROJECTS

The following clauses are incorporated into this Agreement where applicable.

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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.
 - b. 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.
 - c. 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 CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. 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.
 - e. 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.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement 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.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or 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.

2. Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. 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 Agreement.
 - ii. 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.
 - iii. 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.

3. Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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.
- b. 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, the 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 (a) 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 (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The OWNER 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 (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and 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 (a) through (d) of this section.
4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.
5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
- a. Clean Air Act.
 - i. 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. (2)
 - ii. The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Georgia, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - i. 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. 1251 et seq.
 - ii. The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation

as required to assure notification to The State of Georgia, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Suspension and Debarment.

- a. 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, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor 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).
- b. The CONTRACTOR will 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.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the OWNER. 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 State of Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. The CONTRACTOR certifies to the OWNER that it has not and will not use 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. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the OWNER.

8. Procurement of Recovered Materials. As required by federal program legislation, CONTRACTOR agrees to the following:

- a. 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.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges 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.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.
13. **Access to Records**
 - a. The contractor agrees to provide the City of Pinellas Park, the State of Georgia, 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.
 - b. 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.
 - c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
14. **Domestic Preference.** As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a Federal award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
 - a. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

ATTACHMENT 1: SAMPLE AGREEMENT

Provided on the following pages.

Contract for Disaster Debris Removal, Reduction, and Disposal Services

THIS CONTRACT is made this the _____ day of _____, 2021, by and between _____ (herein referred to as "**Contractor**") and the **City of Garden City** a political subdivision of the **State of Georgia** (herein referred to as "**City**").

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 **City** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, the **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City** 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 **City** 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 **City** and the **Contractor** have agreed to the Scope of Services, prices, terms, and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 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 in this Contract. Emergency push, debris removal 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 rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **City**. Contracted services will only be performed when requested and as designated by the **City**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City** as set out in Section 4.7 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for up to the first 70 working hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **City** when directed to do so by the **City**. The Contractor shall use reasonable care not to damage any **City** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (if implemented by the City):

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. 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 by the **City** to mark these utilities but the **City** 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.

1.5 Demolition of Structures (if implemented by the City):

The Contractor will remove structures designated for removal by and at the direction of the **City**. The Contractor agrees to remove in a timely manner all structures as determined by the **City** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **City** 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 1.4 and 1.5 above.

1.7 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **City**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **City** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **City** and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the **City**.

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 **City** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City**, 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):

It is understood that the primary supplier must have the capability to undertake all tasks outlined without subcontracted support should the need arise. 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 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 **City**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City** 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, but excluding any damage, injury, or loss to person or property solely the result of the **City's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or

other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

- ♦ Coverage per **City** requirements.

2.3.5 Automobile Liability:

- ♦ Coverage per **City** requirements.

2.3.6 Comprehensive General Liability:

- ♦ Coverage per **City** requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **City** 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 **City** 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 Contractor Representative Report to the **City's** designated Contract Representative within 24 hours following the activation 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 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds within 10 calendar days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 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.

3.5.1 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 **City**, 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 **City** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term will be for a period based on the fully executed contract and continuing through December 31, 2023.

Contract Renewal:

This Contract may be renewed for two (2) additional one-year periods. The Contract renewal shall be automatic unless either party gives sufficient notice that the Contract shall not be renewed.

3.7 Contract Termination:

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall be given seven (7) days in which to cure the default. The City Manager is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager is authorized to provide final termination notice on behalf of the City to the selected Respondent.

The City may terminate the contract without cause and for convenience by first providing at least 24 hours written notice to the selected Respondent prior to the termination date. The City Manager is authorized to provide written notice of termination on behalf of the City. In the event funds to finance the contract become unavailable, the City may terminate the contract with no less than twenty-four hours' notice in writing to the selected Respondent. The City shall be the final authority as to the availability of funds.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** 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. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City** 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 **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** 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 workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. 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 **City's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 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 property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 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.

4.6 Ownership of Debris (optional):

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.

4.7 Disposal of Debris:

Unless otherwise directed by the **City**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City** and Contractor. Other sites may be utilized as directed and/or approved by the **City**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and FEMA FACT SHEET 9580.214, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are found at Section 403 Essential Assistance Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 44 CFR Part 206 Subparts G, H, and I, 2 C.F.R. 200 et seq, FEMA's Public Assistance Program and Policy Guide, and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** and will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **City** and/or unscheduled passes of each area impacted by the storm event. The **City** 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 **City**.

5.3 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. 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 **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall provide for each piece of hauling equipment a certified report such as a registration indicating the type of vehicle, make and model, year, license plate number, and/or trailer VIN number. Each operator will be required to maintain an appropriating operating license and insurance on each road worthy vehicle.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement of the container as determined by the **City**, its monitoring firm, and Contractor Representative(s). Contractors will be required to acknowledge the volume assigned and raise any disputes prior to completion of the certification process. Upon completion of the certification process each certified container will receive a unique certification ID number.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest tenth of a **cubic yard (CY)**. The measured maximum load capacity (as adjusted) of any vehicle container will be the same as shown on the placard provided by the Contractor and placed on the driver's side of the container nearest as possible to the cab door. If necessary, the Contractor may be required to provide placards for both the driver's and passenger side of the container. 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.

5.6 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).

5.7 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 signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the Contractor.

5.9 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 the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be pulled, backfilled, loaded, transported, stored, reduced, and disposed of in accordance with the standards and the fee schedule incorporated into this Contract. All non-hazardous stumps requiring special handling will be paid as vegetative debris in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City**. 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.

5.12 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

City and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal 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.

5.14 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.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Reports:

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

6.1.1 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 and the number of grinders, chippers, and mulching machines in operation. 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.

6.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

6.1.3 Report(s) Delivery:

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

6.1.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **City**, 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 **City**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City** and/or Government.

6.2 Additional Supporting Documentation:

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

6.3 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.4 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 *See enclosed RFP Exhibit A price proposal*

7.2 Billing Cycle:

The Contractor shall invoice the **City** on a 30 day basis reflecting the close of business on the last working day of the billing period. Debris Load tickets (spreadsheet form acceptable) and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **City** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City** 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.

7.4 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 **City** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **City** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

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 **City** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **City** 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 **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City**.

8.0 MISCELLANEOUS

8.1 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 and addressed as follows:

Contractor:

City:

**City of Garden City
City Manager
100 Central Avenue
Garden City, GA 31405**

8.2 Applicable Law:

The laws of the **State of Georgia** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Chatham County, Georgia, and the Contract shall be interpreted by the laws of Georgia.

8.3 Entire Contract/Amendments:

This Contract (including the City's RFP, the Contractor's Proposal and 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, negotiations, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 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.

8.5 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 **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

Contractor

City of Garden City

By: _____
Name

By: _____
Name:

Title: _____

Title: _____

ATTEST: _____

ATTEST: _____

Name:

Name: