



CITY OF EMPORIA

July 7, 2014

Cover Sheet Request for Bids Recovery Assistance

The City of Emporia, Virginia is requesting bids from qualified firms for recovery assistance in removing debris from within the City of Emporia that results from a natural disaster. In this regard, the City will accept sealed bids, subject to terms and conditions herein, for such services until 4PM on Thursday, July 24, 2014. The City shall not accept any bids after this date/time for any reason. You must submit your bid in a sealed envelope clearly marked on the outside "*Bid for Recovery Assistance.*" **You must include this completed cover sheet with your bid.**

If you hand deliver your bid, then please use the following street address:

City Manger's Office
Municipal Building
201 South Main Street
Emporia, Virginia 23847

If you mail your bid, then please use the following address:

City Manager's Office
Attention: Lori R. Jarratt
Post Office Box 511
Emporia, Virginia 23847

You must return this page with your bid with the following information:

Name and address of Bidder:

Date: _____

By: _____

(Signature)

Printed Name: _____

Telephone Number: _____

Title: _____

In the following space, insert your bid price: \$ _____ per cubic yard.

(See section 15 of this document)

1. Introduction

- A. The City of Emporia, Virginia (hereinafter referred to as “*City*”) is soliciting bids from qualified contractors to assist the City in any recovery efforts from the effects of a natural disaster. Specifically, the City intends to enter into a contract, for a period not to exceed two years from the date of signed contract, with a private contractor for the removal and disposal of all eligible debris from the City of Emporia’s rights-of-way (ROW) and haul said debris to the landfill owned and operated by Greensville County. The remainder of this document describes the scope and type of assistance that the city is seeking via this request for bids.
- B. All prospective bidders must submit his or her bids in a sealed envelope clearly marked with the phrase “***Bid for Recovery Assistance***” on the outside of the sealed envelope to the City Manager’s Office, Municipal Building, Attention Lori R. Jarratt at 201 South Main Street, Emporia, Virginia 23847 by 4:00 PM, Thursday, July 24, 2014. Prospective bidders may withdraw his or her bid at any time prior to the official opening of the bids. Bidders may make alterations on the envelope before the bid opening time provided that the alteration is initialed by the bidder to guarantee authenticity. The City will return any late bids to the bidder unopened. ***The City will strictly enforce the bid due date and time.***
- C. The City reserves the right to accept or reject in part or in whole any bids which it receives, and to waive any technicalities and formalities that are in the best interest of the City.
- D. The City reserves the right to negotiate with any bidder for any of the terms and conditions for this work.
- E. The City will enter into a contract (hereinafter referred to as “*contract*”) with the successful bidder (hereinafter referred to as “*contractor*”), for a period not to exceed two years from the date of signed contract; the contract will include the specifications contained in this bid document.

2. Scope of Work

- A. The Contractor shall provide for debris removal and disposal of all eligible debris from the City’s ROW and City owned property.
- B. The Contractor shall take all eligible debris to the Greensville County Landfill for disposal.
- C. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. The City shall have a representative present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City prior to beginning work.

- D. Haul and Dispose – This work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved dumpsite(s). Contractor shall not load, haul, or dump ineligible debris under this contract. Contractor shall immediately notify the City of ineligible debris placed at the right-of-way for collection. The Contractor is liable for all ineligible debris that he or she handles during the term of this contract.
- E. The Contractor shall make a minimum of two passes; furthermore, the City and Contractor shall jointly determine the maximum number of passes necessary to complete the removal of all eligible debris. The Contractor shall leave a minimum of one weekend between each pass. The Contractor shall not be moved from one designated work area to another designated work area without approval prior approval from the City.
- F. For any eligible debris, such as fallen trees, which extend onto the ROW from private property, the Contractor shall cut said debris at the point where it enters the ROW. The Contractor shall only remove that part of the debris that lies within the ROW. The Contractor shall not enter onto private property during the performance of this contract. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. For any holes that are present as a result of uprooted trees in the public ROW, Contractor shall fill said holes to the ground level.
- G. All prospective bidders shall note that a portion of the project will occur in residential areas. The Contractor shall exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. The Contractor shall leave the debris work area clear of debris and clean as reasonable and practical under the conditions of this project.
- H. The Contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and adjacent ROW's, including all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City. The Contractor must obtain prior approval of the City before using any tracked equipment. The Contractor shall operate all loading equipment from the street/road using buckets and/or boom and grapple devices to remove and load debris. The Contractor shall, at his or hers sole expense; repair any and all damages to private property, sidewalks, curbs, or street.

- I. The Contractor shall conduct the work so as not to interfere with the disaster response and recover activities of federal, state, and local governments or agencies, or of any public utilities.
- J. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
- K. All work shall be accomplished in a safe manner in accordance with OSHA standards and those applicable standards of the Commonwealth of Virginia.

3. Load Tickets

A. The Contractor and the City shall use “Load Tickets” for recording the cubic yard volume of debris removed and hauled to the Greensville County Landfill. The contractor shall furnish the load ticket, and the Contractor shall submit to the City a copy of the load ticket for the City’s approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts.

B. Each load ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck or Roll-off Number
- Point of Debris Collection
- Loading Departure Time/Inspector
- Dump Arrival Time /Inspector
- Percent of Load
- Actual Load Volume
- Truck Driver
- Debris Classification
- Debris Eligibility (Y/N)

C. A City representative shall give the entire four-part load ticket to the vehicle operator. The City shall have a monitor at the Greensville County Landfill’s certified scales. Upon arrival at the Greensville County Landfill, the vehicle operator shall give the entire four-part load tickets to the City monitor. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After the documentation percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The City monitor shall record the actual cubic yard on the load ticket to the nearest cubic yard. After documenting this data on the load ticket, the City monitor shall give one copy to the vehicle operator. The City monitor shall keep the original and two copies, and the City monitor shall give the Contractor one copy. The original weigh ticket generated at the certified scales shall be attached to the original load ticket.

Both the load ticket and the weigh ticket will be submitted with the daily report.

4. Debris Classification

Eligible debris shall be storm related debris as a result of a natural disaster located within the right-of-way and on City owned property. Eligible debris includes, but is not limited to, burnable materials, non-burnable materials, salvageable materials, and tree stumps. Eligible debris does not include hazardous or toxic waste.

5. Disposal Site

The Contractor shall only dispose of the debris collected and hauled under this contractor at the Greensville County Landfill unless the City approves an additional site. The City is responsible for paying landfill fees. If required by the County of Greensville, Virginia (the owner of the landfill), Contractor's may have to pass over the landfill scales in order for Greensville County to determine the appropriate landfill fee to bill the City.

6. Performance Schedule

- A. The Contractor shall commence performance within twenty-four hours of receipt of notice to proceed.
- B. Prior to commencing debris removal operations, the Contractor shall, with the City's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a seven and 14-day rotation. The City and Contractor shall update the plan at least every Monday during the term of the contract.
- C. All activity associated with debris operations shall be performed between the hours of 7:00AM and 6:00PM. The Contractor may work seven days per week, including holidays.
- D. Maximum allowable time for completion shall be forty-five calendar days, unless the City initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable city, state and federal law will equitably negotiate subsequent changes in cost and completion time.

7. Equipment

- A. All trucks and other equipment shall be in compliance with all applicable federal, state and local rules and regulations. All trucks and other equipment shall be equipped with backup alarms. Any trucks used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand sever operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City. The Contractor shall provide means to rapidly unload any trailer that does

not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8' plywood (not wafer board) interior walls. All equipments used to haul debris shall be equipped with a tailgate that will effectively contain the debris during the transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be marked for its carrying capacity in cubic yards weight. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws to include the requirement for load covers. Prior to use, the Contractor shall inspect all equipment. The Contractor shall provide a form for this purpose.

- B. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side of the truck. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information.

- Company Name
- Truck Number
- Cubic Yardage
- Inspector's Name and Date

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

- D. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (six Cubic yards and up) and non-rubber tired equipment must be approved by the City.

8. Reporting

- A. The contractor shall submit a report to the City during each day of the term of the contract. A sample daily operational report is attached. Each report shall contain, at a minimum, the following:

- Contractor's Name
- Contract Number
- Crew
- Location of Work
- Day of Report
- Daily and cumulative totals of debris removed, by category

- B. Discrepancies between the daily report and the corresponding load tickets shall be reconciled no later than the following day.

9. Insurance and Liability

- A. Prior to signing the contract, the Contractor shall furnish the City with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies with liability limits of at least \$1,000,000.00 per occurrence including all endorsements. The contractor shall be able to cover expenses associated with a major recover operation prior to the initial payment and between subsequent payments as well as the aforementioned insurance. The insurance shall remain in effect during the life of this contract. The Contractor shall include the City as an “additional insured” on his insurance policy.
- B. The Contractor shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen’s compensation and death claims) or property loss or damages on any king whatsoever, which arise of or are in any manner connected with, or are claims to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by negligence or other fault of the Contractor, any subcontractor, agent or employee.

10. Other Factors

- A. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- B. The Contractor shall be duly licensed in accordance with the City’s and the Commonwealth of Virginia laws and regulation to perform the work. The Contractor shall obtain all licenses and permits required by the Commonwealth of Virginia, the City of Emporia, and any other appropriate governmental entity prior to the City’s execution of the contract.
- C. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor or any subcontractors’ actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.
- D. The Contractor is responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this

contract. At the minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with all applicable safety hazards.

- E. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- F. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- G. The City may suspend Contractor operations due to inclement weather. The City may extend the performance period for weather delays.
- H. The Contractor shall pay for all materials, personnel, taxes, and fees (except the landfill tipping fees) necessary to perform under the terms of this contract.
- I. The contract shall not be amended or assigned to another party without the prior written approval by both the City and the Contractor.
- J. The Contractor shall comply with all federal, state, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry.
- K. By submitting this bid, each bidder certifies that he or she is eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal and state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

11. Payment

- A. Measurement for all debris removed will be by the cubic yard as determined by the eligible debris delivered to the Greenville county Landfill, as supported by the load ticket. Measurements shall be documented by the load ticket.
- B. Payment for work completed may be invoiced on a weekly basis. Invoices will be based on reconciled weigh tickets from the daily operational reports.
- C. Time is of the essence to the performance of this work and the City shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the City's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at

the rate of one and one-half percent per month calculated from the expiration of the thirty day period until fully paid. Payment made is based on the postmark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

- D. For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the City may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the city, in its sole discretion, based on its assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- E. The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- F. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification or completion of the project by the City provided the Contractor has completed filing of all contractually required documents and certifications with the City including acceptable evidence of the satisfaction of all claims or liens.

12. Termination of Contract

- A. The City may terminate this contract at any time for the convenience of the City provided that the City pays the Contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- B. This contract shall be terminated for cause of the Contractor defaults in the performance of any of terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the City within 24 hours of deliver of notice of said deficiency. The City retains all other legal and equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties surveying this contract.
- C. The City will give the Contractor a reasonable opportunity prior to termination to correct any deficiencies. However, this shall in no way be construed as negating the basis for termination for non performance.

13. Other Contracts

The City reserves the right to issue other contracts or direct other Contractors to work within the area included in this contract.

14. Evaluations of Bids

A. In addition to considering the unit price offered by the bidders, the City will consider at least the following factors in awarding the bid:

- Contractor's Experience
- Contractor's Availability
- Contractor's References for Disaster Recovery
- Contractor's Equipment
- Contractor's Financial Stability

15. Bid Price

The City shall pay the contractor on a unit cost basis; specifically, the City shall pay the contractor a flat fee for each cubic yard of eligible debris that the contractor loads and hauls from within the City to the disposal site.

The prospective bidder shall insert his or her bid amount in the space provided on the cover sheet of this "Request for Bid"