



## REQUEST FOR PROPOSALS

City of Newport News

RFP #2012-5038-1024

### Debris Removal and Clearance Services for Storm Water Structures and Easements

April 5, 2012

Office of the Purchasing Director

2400 Washington Avenue, 4<sup>th</sup> Floor

Newport News, VA 23607

Phone: (757) 926-8721/Fax: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

**Scope of Work:** To establish a blanket order contract for “Debris Removal and Clearance Services” for storm water structures and easements.

**Proposal Due:** April 30, 2012 at Close of Business Day (COB)

**Contract Officer:**

Rose Kee, CPPB, Senior Buyer, (757) 926-8028, email: [rkee@nngov.com](mailto:rkee@nngov.com) and copy Vickie Gwynn, Assistant Buyer (757) 926-8041, email: [vgwynn@nngov.com](mailto:vgwynn@nngov.com)

### ONE (1) ORIGINAL, FIVE (5) COPIES AND ONE (1) DIGITAL VERSION OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This Form Must Be Signed.*

## Conditions and Instructions

*Rev. 04-21-2011*

1. All proposals shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. In case of conflict, the proposal may be deemed non-responsive. The City's published specifications shall supersede any additional writings submitted with the offer. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that its proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax, and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person or firm submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of breach by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. **Hold Harmless and Indemnification:** The offeror shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse

regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

8. The offeror agrees to defend and save the City, its agents, officials, employees, and volunteers, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
9. All proposals must be signed with the firm name and by an authorized officer or employee. The offeror agrees that it will perform all services and provide all goods in strict conformance with the contract documents.
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in the City Code.
12. **Non-Discrimination:** During the performance of this contract, the successful offeror agrees as follows:
  - a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the offeror. The offeror agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The offeror will be and state that it is an equal opportunity employer in all solicitations or advertisements for employees.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The offeror will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an offeror in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 13. **This public body does not discriminate against faith-based organizations**
- 14. **Direct contact with City Departments, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.**
- 15. Assignment of Contract: A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Newport News.
- 16. If authorized by the offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful offeror(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the offeror's responsibility to

notify the jurisdictions of the availability of contract(s). Offerors not desiring to sell to other jurisdictions under this clause shall so indicate in their response.

17. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
18. These Conditions and Instructions shall be applicable to the extent that they do not contradict the terms and/or instructions on the following pages.
19. **The offeror certifies that it does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
20. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: \_\_\_\_\_

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

21. If City Hall is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
22. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda.

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal

documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

**23. Termination by the City or the Offeror, or both, for convenience:**

**A. For all contracts other than professional service agreements:**

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligation through the date of termination. Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

**B. For professional service agreements:**

Refer to the provisions contained in the professional services agreement regarding termination.

**24. Termination of Cause (Applicable to contracts other than professional services agreements):**

In the event that the offeror shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the offeror written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the offeror an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the offeror shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the offeror, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the offeror to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminate the contract, the offeror shall remain liable for performance of all terms, conditions, and obligation through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

**25. These Conditions and Instructions are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions, which an offeror requests or intends to be considered, must be submitted with the proposal for**

consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.

26. Failure of the offeror to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City, and may result in debarment of the offeror for a period of up to three years. Such actions taken by the City shall not release the offeror from additional remedies available to the City, which are allowed by law.
27. **Records and Inspection:** The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to offeror by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the offeror pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
28. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
29. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the offeror, or the waiver by the City of any provision under this contract including any obligation of the offeror, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the offeror, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
30. **Independent Contractor:** The offeror and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
31. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

32. **Conflict:** In the event of a conflict between the contract documents including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

A final contract including a professional services agreement incorporates, and is subject to, the terms and conditions contained in the underlying request for proposals, and any addenda and attachments thereto. In the event of a conflict between the contract or professional services agreement and the request for proposals, addenda, and attachments thereto, the contract or professional services agreement shall control.

33. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**



## SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

**Complete the following information and return the form with your package.**

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE ☐      MBE ☐      WBE ☐

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

sub-contractor:

Total **SBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

Total **MBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

Total **WBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

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### **ANTI-COLLUSION CERTIFICATION**

The offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusion is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

## **DEBRIS REMOVAL AND CLEARANCE SERVICES FOR STORM WATER STRUCTURES AND EASEMENTS**

### **SECTION 1 – PURPOSE:**

The City of Newport News City (City) seeks to establish one or more contracts for debris removal in support of the City's Stormwater Division's drainage easement and outfall maintenance program. This contract may also be utilized to respond to debris removal, disposal and other debris clean-up activities associated with a hurricane, storm, tornado or other natural or manmade disaster on roadways, parks and public facilities, or as may be requested by the City. This solicitation shall be used to establish a blanket order contract.

All work set forth in the Scope of Work must be approved by personnel authorized by the City of Newport News Stormwater Division Administrator to act as the City of Newport News Stormwater Debris Manager or the Stormwater Debris Manager's authorized representative.

Other City of Newport News Divisions and agencies may utilize this contract.

No proposal may be considered or accepted unless at the time of its filing the proposal shall be accompanied by a bid bond in the amount of five percent (5%) of the proposal price, SCHEDULE 1- UNIT RATE PRICE SCHEDULE, Total Estimated Contract Price. The bid bond must be executed by a corporate surety licensed under the laws of Virginia to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful offerors fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required herein. The successful offeror's obligation under the bid bond will remain in effect for the term of the contract.

### **Contract Term**

The initial contract term will be for three (3) years. At the City's option, the contract may be renewed up to two (2) additional years in one (1) year increments. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

### **Firm Pricing**

Unless otherwise negotiated at the time of contract award, all fees for services shall remain fixed throughout the contract, including renewals. The City reserves the right to negotiate reductions in the price due to changes in the market conditions during the contract period and renewals.

### **Escalation/De-escalation**

In subsequent terms, an annual price change (based on the Bureau of Labor Statistics, Consumer Price Index escalation) may be considered on the anniversary of the term. Price changes may not exceed 3% per year or the most recent 12 month CPI-U table, if less than 3% per annum. Consideration for annual increases must be submitted in writing at least 60 days prior to implementation. Should the price change be granted and the City elects to renew the contract, the purchase order will reflect changes.

## **SECTION 2 – GENERAL REQUIREMENTS**

### **2.1 Offerors Expenses**

The City will not be responsible for any expenses incurred by any Offeror in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Newport News and/or its representatives.

**2.2** The Offeror and its agents shall treat all data and information gathered by the Offeror and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Offeror and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the City .

### **2.3 Retention of Offeror Material**

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

## **SECTION 3 – CONTRACTING INFORMATION**

### **3.1 Conflict of Interest**

By submission of a response, the Offeror agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Offeror's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by City. Offerors shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, in consultation with legal counsel, may reject their proposal.

### **3.2 Assignment**

No assignment of the Offeror's obligations or the Contractor's right to receive payment hereunder shall be permitted without prior consent of the City. The Contractor may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the City.

### **3.3 Independent Contractor**

It is understood that in the performance of any services herein provided, the Contractor shall be, and is, an independent CONTRACTOR, and is not an agent or employee of the City and shall furnish such services in its own manner and method, except as required by the contract. Further, the Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Contractor in the performance of the services hereunder. The Contractor shall be solely responsible for, and shall indemnify, defend, and save the City harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

### **3.4 New Services**

From time to time during the period of work outlined in the RFP and afterward, the City may elect to have the Contractor perform services that are not specifically described in the Statement of Work but are related to the contracted services. The "New Services", in which the Contractor shall perform will be on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Contractor personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a work site and scope specific Task Order.

## **SECTION 4 - SAFETY**

The CONTRACTOR shall be solely responsible to assure the safety of contract personnel in all activities that they and their SUB-CONTRACTORS perform. The CONTRACTOR shall also provide and take measures to protect the public and CITY personnel during their activities. Actions may include but are not limited to providing flagmen, ground guides, fences, security guards, traffic control, removal of unsafe equipment and unsafe personnel. CONTRACTOR will also be solely responsible to ensure that all OSHA requirements are met and assign a full time on site safety officer to the project for the duration of the contract. Department of Labor has suggested the application of 29CFR, 1910.266, Subpart R, Logging Operations as a standard applicable to debris clearance.

The CONTRACTOR'S Site Specific Health and Safety Plan (SHASP) specific to City of Newport News shall be submitted within 10 working days of award of contract.

## **SECTION 5 - PERFORMANCE REQUIREMENTS**

Performance and Payment Bond: Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The CITY reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, SCHEDULE 1 – UNIT RATE PRICE SCHEDULE, at the time of the event. The estimated cost to complete the project will be based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, when the CITY DEBRIS MANAGER issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a City Task Order initiated project. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Virginia and shall become effective upon the execution of the Task Order.

The CONTRACTOR shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable Virginia Statutes of Limitations.

City's right to carry out the work:

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

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the CITY's services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY. This obligation for payment shall survive termination of the contract.

## **SECTION 6 - FINDINGS CONFIDENTIAL**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under the pursuant contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than the appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written consent of the CITY.

## **SECTION 7 - REFERENCES**

Use of the masculine includes feminine, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

## **SECTION 8 - RECORDS RETENTION AND REVIEW**

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of three (3) years following notification by the CITY in writing.

## **SECTION 9 - WRITTEN TASK ORDERS**

The CITY shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Task Order has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Task Order.

## **SECTION 10 - LOCATION OF WORK**

The designated area for debris removal is bounded by the CITY 'S jurisdictional boundaries and includes public property and Right-of-Ways ("ROWS"), easements, CITY parks, and may include private drainage segments within the jurisdictional boundaries of the CITY. Any debris removal performed on Stormwater easements, drainage structures or outfalls will be performed as identified and directed by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative. The CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER may also authorize the CONTRACTOR to perform debris removal on NON-CITY drainage structures or other areas as directed in writing by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER.

**SECTION 11 - OVERVIEW OF SCOPE AND UNIT RATE SCHEDULE ITEMS**

All debris identified by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER OR HIS AUTHORIZED REPRESENTATIVE shall be removed. It is at the CITY'S discretion to require as many mobilizations to a work area as may be required to remove or "cut and toss" all debris. Partial removal of debris is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the CITY or its representative. Any debris, such as fallen trees, which extends onto the drainage easement from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the easement shall be removed and documented separately for invoicing purposes. The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative in writing, or by specific Task Orders issued by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER.

Under the contract, work may consist of:

- Clearing, loading and disposal of debris in City of Newport News Stormwater System components; easements, structures and outfalls.
- A combination of services within the same worksite consisting of clearing, loading and disposal of debris, cut and toss debris operations and clearing and removal of debris on private property.
- Clearing and removal of any debris on private property as may be directed by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative in writing;
- Debris removal by specific Task Orders issued by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER.
- Clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency ("FEMA") Publications 321, 322, 323, 325, Fact Sheets, all applicable State and Federal Disaster Specific Guidance and policies.

Work will include:

1. Assisting the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative to determine if debris meets FEMA eligibility guidelines or it must be addressed by a specific private property debris Task Order, determine debris category i.e. construction and demolition debris, white goods, hazardous materials, or vegetative.
2. Assisting the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative to determine if the debris is to be "cut and toss", cut into segments capable of being relocated by hand or if the debris is to be removed, loaded, hauled and properly disposed.
3. Managing/segregating mixed debris on the work site for disposal or cut and top.
4. Relocating debris from the drainage structure, loading it into CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative "Certified" trucks



and hauling all debris to Waste Management Bethel Landfill Facility or a City approved disposal facility.

5. All debris removed from a drainage structure or surrounding private property shall be loaded and hauled to the Waste Management Bethel Landfill Facility and properly disposed. The CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative will issue a City of Newport News "Load Ticket" for every load of debris , regardless of volume or type of debris being hauled off site. The load ticket shall be presented to the hauling unit's driver and must accompany the debris to the designated disposal facility. A manifest or weight ticket from the receiving disposal facility shall be referenced on the City issued load ticket and shall be attached to the City's load ticket. Copies of the City issued load ticket and disposal weight ticket shall be submitted with the Contractor's invoice as validation of disposal and reimbursement cost. No payment will be made without the supporting load ticket and corresponding disposal facility 's weight ticket as supporting documentation to the Contractor's invoice.

It shall be the CONTRACTOR'S responsibility to manage or load, transport, , and properly dispose of any and all debris identified by an issued Task Order, unless otherwise directed by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative, in writing. This includes, but is not limited to:

#### **11.1 Emergency Roadway Clearance (Cut and Toss) Operations**

The CONTRACTOR may be requested to assist the CITY in the initial response phase of an event. If the City elects to utilize the CONTRACTOR on a Task Order for Emergency Roadway Clearance the Contractor will be issued a list of designated roads. The CONTRACTOR will "cut and toss" debris clearing a pathway on the designated roads adequate to allow access by emergency vehicles. No debris will be hauled during the Emergency Roadway Clearance Operations.

Compensation for Emergency Roadway Clearance, Cut and Toss Operations will be based on the contract's established hourly rate for the City specified equipment and personnel.

#### **11.2 Vegetative Debris Removal, Load, Haul and Final Disposal from drainage easements, structures and outfalls**

Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material.

Compensation for these services will be by disposal facility, Bethel Landfill, certified scale weight ticket tonnage.

#### **11.3 Construction and Demolition (C&D) Debris Removal**

Construction and demolition (C&D) debris is damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt,

heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures.

Compensation for these services will be by net tonnage as provided by disposal facility, Bethel Landfill, certified scale tonnage weight ticket.

#### **11.4 Removal of Eligible Hazardous Trees**

Disaster damaged trees approved by the CITY and qualifying as an Eligible Hazardous Tree associated with tree removal work on improved public facilities and parks.

Compensation will be by City calculated diameter of the tree, measured at “breast height” (4.5 feet above ground level) at the appropriate contractor rates submitted in Schedule 1 Unit Rate Price Schedule, Item 11.4.

#### **11.5 Removal of Eligible Hazardous Limbs**

Disaster damaged or broken hanging limbs approved by the CITY and qualifying as an Eligible Hazardous Limb associated with tree removal work on improved public facilities and parks.

Compensation will be by City determined eligible tree, at the appropriate contractor rate submitted in Schedule 1 Unit Rate Price Schedule, Item 11.5.

#### **11.6 Removal of Eligible Hazardous Stump**

Stumps originating in the ROW or in a public use area, attached to a disaster damaged trees, approved by the CITY and qualifying as an Eligible Hazardous Stump.

Compensation will be by City calculated diameter of the stump, measured at 2.5 feet above ground level at the appropriate contractor rates submitted in Schedule 1 Unit Rate Price Schedule, Item 11.6.

#### **11.7 Eligible White Goods Removal**

White Goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. All white goods removed from easements, drainage structures and outfalls shall be loaded and hauled to the City of Newport News Denbigh Compost Facility located at 550 Atkinson Way, Newport News, VA.

Compensation for these services will be by net tonnage as provided by certified scales.

### **11.8 Eligible Electronic Waste (E-Waste) Recycling**

Electronic components that may contain hazardous components such as Televisions, radios, microwaves, monitors, VCR's, DVD's, camcorders and computers. All E-Waste removed from easements, drainage structures and outfalls shall be loaded and hauled to the City of Newport News Denbigh Compost Facility located at 550 Atkinson Way, Newport News, VA.

Compensation for these services will be by net tonnage as provided by certified scales.

### **11.9 Eligible Small Motorized Equipment (SME) Removal and Recycling:**

Small tools and motorized equipment containing petro-chemicals and fuel such as lawnmowers, grass trimmers and chainsaws. All SME's removed from easements, drainage structures and outfalls shall be loaded and hauled to the City of Newport News Denbigh Compost Facility located at 550 Atkinson Way, Newport News, VA.

Compensation for these services will be by net tonnage as provided by certified scales.

## **SECTION 12 - SCOPE OF WORK**

All debris identified by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative shall be removed. Partial removal of debris is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the CITY or its representative. Any debris, such as fallen trees, which extends onto the easement from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the easement shall be removed and tracked for invoicing purposes separately. Debris, such as fallen trees that originated from within the easement and fall into private property shall be removed from private property and tracked for invoicing purposes separately. An executed right of entry /hold harmless agreement from the property owner must be obtained prior to entering private property to remove the debris.

The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative in writing, or a private property specific Task Order and have an executed Right of Entry from the land/property owner.

### **12.1 Emergency Roadway Clearance**

1. Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to clear only (cut and toss to the side), to the extent required, debris from eligible CITY roadways making them passable for emergency vehicular traffic.
2. The contractor may also be tasked by the City to:

- Clear areas at critical facilities only to the extent required to provide access by emergency vehicles and essential personnel.
- Remove obstructions from drainage structure as directed by CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative that are determined to be an obvious threat to public health and safety.

All CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER designated roadways shall be passable, critical facilities accessible and drainage structures opened within seventy (70) working hours of the issuance of a Task Order from the CITY to conduct Emergency Clearance work. This may include roadways, critical facilities and drainage structures in municipalities within the CITY. Clearance of these roadways, critical facilities and drainage structures will be performed as identified by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative.

3. CONTRACTOR'S Emergency Roadway Clearance crews shall be comprised of the following:
  - a. One (1) rubber tired or rubber track loading unit with operator (bobcat, loader, etc.);
  - b. Two (2) saw men with chainsaws and all required ancillary support equipment;
  - c. Four hand labors to assist saw men with debris and relocate debris to the extent required to provide access as described above;
  - d. Foreman with pickup truck and all support equipment required to maintain the crew's effective and efficient progress through the work day.

Each Emergency Road Clearance Crew shall be assigned a unique alpha numeric designation and have each piece of equipment and personnel identified as assigned to that specific crew.

Modifications to the Emergency Road Clearance Crew's composition may be requested by the CONTRACTOR or directed by the City based on the severity of damages and volume of debris to be cleared.

Additional equipment saw men, climbers with chainsaws, laborers or support vehicles requested by the CONTRACTOR after the crews have been field deployed must be approved by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative or the on-site CITY Representative.

Any equipment out of service for a period longer than that required to perform normal maintenance and refueling will be denoted on the crew's daily time log as "out of service" and not eligible for payment. Failure on the part of the CONTRACTOR'S foreman or laborers to perform efficiently and productively shall be noted by the CITY'S on-site Representative.

4. The CONTRACTOR will be compensated on the hourly rates submitted in SCHEDULE 1-HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE. A maximum time limit

of seventy (70) hours, seven ten hour days or any combination of hours/day that adds up to seventy hours of eligible work and is approved by the CITY , may be allowed for the Emergency Roadway Clearance Task Order.

## **12.2 Vegetative Debris Removal including Cut, Load and Haul to final Disposal.**

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to cut, load and transport vegetative debris existing in CITY drainage easements, structures or outfalls to Waste Management's Bethel Landfill or other City approved and designated disposal facility. Compensation for Vegetative Debris Removal by CUT, Load and Haul will be by ton weight as verified by Bethel Landfill weight ticket or by weight ticket provided by other City approved disposal facility.

1. Removal of vegetative debris existing in the CITY drainage easements, structures or outfalls will be performed as identified by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative.
2. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the CITY or its authorized representative in writing. The CITY will provide specific Right-of-Entry ("ROE") legal and operational procedures if and when the CONTRACTOR is permitted to enter private property. Private Property debris removal quantities shall be invoiced as a separate line item from City easement, drainage structure and outfall debris when the City issued Task Order scope of work includes both city and private property debris removal. CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative will make the determination as to what debris is classified as City and what debris is classified as private property debris.

## **12.3 C&D Debris Removal**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up, load and transport Construction and Demolition ("C&D") debris existing in the CITY easements, drainage structures and outfalls to the Waste Management's Bethel Landfill or other City approved and designated disposal facility.

Removal of C&D debris existing in the CITY easements, drainage structures and outfalls will be performed as identified by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative.

## **12.4 Removal of Hazardous Trees**

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove all City designated hazardous trees on public facilities and parks.

### **12.5 Removal of Eligible Hazardous Limbs**

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove City designated Hazardous Limbs on public facilities and parks.

Hazardous limbs will be identified by the CITY or its authorized representative for removal.

### **12.6 Removal of Hazardous Stumps**

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs, stump void backfill and other associated costs necessary to remove, and final dispose of all City designated stumps on public facilities and parks.

Hazardous stumps will be identified by the CITY or its authorized representative for removal.

### **12.7 Eligible White Goods Removal and Recycling**

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs associated with the removal of, transportation of White Goods existing on the CITY easement, drainage structures or out falls. All white goods removed from easements, drainage structures and outfalls shall be loaded and hauled to the City of Newport News Denbigh Compost Facility located at 550 Atkinson Way, Newport News, VA.

### **12.8 Eligible Electronic Waste (E-Waste) Removal and Recycling**

The contract work shall consist of removal, loading and hauling of all E-Waste existing on the CITY easement, drainage structures or out falls to the City of Newport News Denbigh Compost Facility located at 550 Atkinson Way, Newport News, VA.

### **12.9 Small Motorized Equipment (SME's) Removal and Disposal**

Under the contract small motorized equipment located within the CITY easement, drainage structures or out falls will be collected, loaded and hauled to the City of Newport News Denbigh Compost Facility located at 550 Atkinson Way, Newport News, VA.

## **SECTION 13 - TECHNICAL SPECIFICATIONS**

### **13.1 Debris Removal**

All debris identified by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative shall be removed. It is at the CITY 'S discretion to require as many work site mobilizations as may be required to remove all Task Order

identifies debris. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the CITY or its representative. Any eligible debris, such as fallen trees, which extends onto the easement from private property, shall be cut at the point where it enters the easement, and that part of the debris which lies within the easement shall be removed and tracked separately for invoicing purposes. The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative in writing.

CONTRACTOR shall deliver vegetative debris to the Waste Management's Bethel Landfill or other City approved and designated disposal facility.

CONTRACTOR shall deliver C&D debris to the Waste Management's Bethel Landfill or other City approved and designated disposal facility.

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

Loose leaves and small debris resulting from debris loading operations shall be removed.. No debris shall be left on the road surface.

### **13.2 Contractor Project Management**

CONTRACTOR will provide one (1) on-site Project Manager to the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative. The Project Manager shall provide a telephone number to the CITY with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected;
- Number of each debris category crew confirmed to have worked the previous day, presently working in the project area and their location;
- Geographic areas where debris has been removed;
- CONTRACTOR'S overall progress in completing all Task Orders and estimated completion date;
- Any CONTRACTOR'S coordination issues relating to CITY Representatives (number of monitors requested for the following day and type of debris operations to be monitored)
- Debris collection Hazard Analysis/Inspection Report issues and concerns;
- Damage Claims Report and CONTRACTOR'S progress in closing out claims.

A written Daily Report shall be submitted to the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative each morning prior to the meeting. Refer to Section 13.10, (3) regarding reports required content. Frequency of meetings may be adjusted by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative. CONTRACTOR Project Manager must be available twenty-four (24) hours-day, or as required by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative.

Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at permitted disposal facilities, or other CITY approved sites that meet local, state and federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility correlated with all CITY issued load tickets, and proof of CONTRACTOR payment to the disposal facility.

The CONTRACTOR shall conduct the work so as not to interfere with any public utilities.

The CITY reserves the right to inspect the work site, verify quantities and review operations at any time.

### **13.4 Working Hours**

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the CITY. No work outside these hours shall be allowed unless approved in advance by the CITY. DMS(s) work hours beyond daylight hours will be permitted on an as needed basis by CONTRACTOR request and approval by the CITY.

### **13.5 Equipment**

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

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, both sides, tailgate and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed at a minimum of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized CITY representatives prior to its use by the CONTRACTOR. The CITY's decision will be final. Un-repaired, broken or otherwise damaged bed and tail gate extensions will require re-certification of the truck

Trucks or equipment designated for use under the contract shall not be used for any other work during the contract. The CONTRACTOR shall not solicit work from private citizens or



others to be performed in the designated work area during the period of the contract. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under the contract. The CITY reserves the right to require the CONTRACTOR to dismiss or remove from the project any laborers as the CITY sees necessary. Any debris removal hauling units, crews or personnel dismissed from the project shall not be permitted to work on any other debris project within the jurisdictional boundaries of City of Newport News and must have their CITY issued Truck Certification returned to the CITY and the certification placard removed from the truck and destroyed

### **13.6 Traffic Control**

The CONTRACTOR shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all CONTRACTOR work areas in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be done in conformity with all applicable Federal, State and local laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR(s). No further work shall take place until the deficiency is corrected. The CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER, neither his authorized representative nor the CITY representative shall sign any additional load or unit rate tickets until the safety item is corrected.

CONTRACTOR shall provide qualified flag personnel, as described in the MUTCD, where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

The expense incurred by the CONTRACTOR for Section 13.8 Traffic Control shall be included within the submitted rates on Schedule 1-Unit Rate Price Schedule and Hourly Equipment and Labor Price Schedule. No additional compensation for traffic control will be made.

### **13.7 Damage to Public or Private Property**

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

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

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

### **13.8 Existing Utilities**

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

CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

### **13.9 Environmental Protection**

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

The CONTRACTOR shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative.

The CONTRACTOR shall comply with all Laws, Rules Regulations and Ordinances regarding environmental protection.

### **13.10 Documentation and Measurement**

#### **1. Truck Certification:**

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

CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

## 2. Load Tickets:

Five (5) part Load Tickets will be provided by the CITY or its representative for recording volumes of debris removal. Use of the Contractors Load Tickets will be considered if the information on the load ticket meets FEMA 325 recommendations.

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

Load tickets will be issued by an authorized representative of the CITY at the loading site. The CITY representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the landfill/disposal facility representative to reference the Load Ticket number on the landfill weight ticket. The landfill/disposal facility representative will keep the original copy and the four remaining duplicate copies will be returned to the vehicle operator. The contractor will submit the second copy of the load ticket with his invoice to the City. The remaining tickets are for the CONTRACTOR'S records.

## 3. Reports:

The CONTRACTOR shall submit a report each morning prior to the scheduled Daily Briefing referenced in Section 13.2. The report should accurately document the CONTRACTOR's resources and progress on debris removal operations, outstanding issues and provide coordination with the CITY and the CITY's representatives.

The report shall include but is not limited to the following:

- Estimated Daily and cumulative totals of each type of debris collected;
- Estimated number of days to complete the Task Order;
- Total number of load tickets indicating the number of each issued for every debris category removed the previous day;
- Location map showing cumulative and previous day's work sites and public areas the CONTRACTOR has completed; indicating the work sites crews are presently working;
- Number of crews and their work assignment (1) utilized the previous day, (2) assigned to work for the present day and (3) anticipated for the following day;
- Hazard Analysis/Inspection Report;

## 13.11 Payment

The CITY, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The CONTRACTOR(s) will be provided with copies of this documentation. These documents will be used by the CONTRACTOR as backup data for invoice submittals. Work not ticketed or not authorized by the CITY will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing associated landfill weight tickets will not be paid.

Invoices must be submitted to the CITY with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against CITY records. CITY records are the basis of all payment approvals. Roadway debris, cut and toss operations will be invoiced separately from stormwater debris operations. The CITY reserves the right to request additional invoice separation by debris type to include C&D, Emergency Roadway Clearance, Vegetative Debris Removal, Hazardous Limb, Hazardous Tree, Hazardous Stump, and Household Hazardous Waste (HHW) etc., as well as by program (private property debris removal, etc.), department, facility, and/or Division(s) within the CITY.

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

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

Payment for disposal cost incurred by the CONTRACTOR at permitted disposal facilities will be made at the cost incurred by the CONTRACTOR as a "pass through cost" without mark up. CONTRACTOR must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated to CITY representative's completed load tickets, and proof of CONTRACTOR payment to the disposal facility.

CONTRACTOR must submit the final invoice within thirty (30) days of completion of scope of work authorized by the City's final Task Orders. Completion of scope of work will be acknowledged, in writing, by the CITY OF NEWPORT NEWS STORMWATER DEBRIS MANAGER or his authorized representative.

**SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE**

<b>Equipment Type – Ref. to Section No. 11.1 of RFP</b>	<b>Hourly Equipment Rate</b>
Bobcat Loader, 60 Hp, w/grapple, w/Operator	
Bucket Truck w/Operator (lift height)	
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	
Dump Truck, 18 CY-20 CY w/CDL Driver	
Dump Truck, 21 CY-30 CY w/CDL Driver	
Dump Truck, 31 CY-70 CY w/CDL Driver	
Dump Truck 70 CY-110 CY w/CDL Driver	
Generator/ Light Plant w/fuel and maintenance(Specify KW)	
Grader w/12' Blade and Operator (Wt./Hp)	
Hydraulic Excavator, 1.5 CY ( Wt.&Hp) w/Operator	
Hydraulic Excavator, 2.5 CY ( Wt.&Hp) w/Operator	
Knuckle boom Loader,10,000 lb. Capacity w/Operator	
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift Capacity)	
Pickup Truck, .5 Ton	
Pickup Truck, 1.0 Ton	
Truck, Flatbed w/Driver ( Model &Hp)	
Wheel Loader, 2.5 CY, 950 or similar ( Wt.&Hp) w/Operator	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar ( Wt. & Hp) w/Operator	
Wheel Loader, 4.5 CY, 980 or similar ( Wt.&Hp) w/Operator	
Wheel Loader-Backhoe, 1.0 – 1.5 CY ( Wt.&Hp) w/Operator	
Other – Provide Separate List ( Wt.&Hp) w/Operator	

<b>Labor Category</b>	<b>Hourly Labor Rate</b>
Operations (Project) Manager w/communications and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Certified Tree Climber with Chainsaw	
Certified Chainsaw Operator (saw man)	
Laborer w/small tools, traffic control, or flag person	

**SCHEDULE 1 - UNIT RATE PRICE SCHEDULE**

Reference to Sections 11.2 to 11.9 of RFP

<b>11.2</b>	<b>Vegetative Debris Removal (Collect, Load, Haul &amp; Final Disposal)</b>	<b>Est. Quantity (tons)</b>	<b>\$ Per Ton</b>	<b>Total</b>
	Work consists of removal and transport of vegetative debris on the ROW to Waste Management Bethel Landfill or other CITY approved other designated disposal facility.	10,000		
<b>11.3</b>	<b>C&amp;D Debris Removal ((Collect, Load, Haul &amp; Final Disposal)</b>	<b>Est. Quantity (Tons)</b>	<b>\$ Per Ton</b>	<b>Total</b>
	Work consists of removal and transport of C&D debris from the easement to Waste Management Bethel Landfill or other CITY approved designated disposal facility.	1,000		
<b>11.4</b>	<b>Removal of Hazardous Trees</b>	<b>Est. Quantity (Trees)</b>	<b>\$ Per Tree</b>	<b>Total</b>
	Work consists of removing hazardous trees.			
	6 inch to 12.99 inch diameter	500		
	12 inch to 23.99 inch diameter	200		
	24 inch to 35.99 inch diameter	50		
	36 inch to 47.99 inch diameter	20		
	48 inch and larger diameter	5		
<b>11.5</b>	<b>Removal of Hazardous Limbs</b>	<b>Est. Quantity (Trees)</b>	<b>\$ Per Tree</b>	<b>Total</b>
	Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	1,000		
<b>11.6</b>	<b>Removal of Hazardous Stumps</b>	<b>Est. Quantity (Stumps)</b>	<b>\$ Per Stump</b>	<b>Total</b>
	Work consists of removing hazardous stumps, backfill, transport and final disposal. <b>All inclusive price.</b>			
	Greater than 24 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	40		
	49 inch and larger diameter	7		

**SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)**

<b>11.7</b>	<b>Eligible White Goods Debris Removal and Recycling</b>	<b>Est. Quantity (Yards)</b>	<b>\$ Per TON</b>	<b>Total</b>
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, and transportation to the Denbigh Compost Facility.	100		
<b>11.8</b>	<b>Eligible Electronic Waste (e-waste) Removal and Recycling</b>	<b>Est. Quantity (Yards)</b>	<b>\$ Per TON</b>	<b>Total</b>
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, and transportation to the Denbigh Compost Facility.	50		
<b>11.9</b>	<b>Eligible Small Motorized Equipment Removal and Disposal</b>	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, and transportation to the Denbigh Compost Facility.	20		
	<b>Total Estimate Contract Price</b>			



**SUBMITTALS:**

Submit *one* original (conspicuously marked “ORIGINAL”), five (5) (total of six documents) complete copies (including any/all special attachments, diagrams, flow charts, pictures, product literature certifications, etc...), and one (1) digital version on CD in a commonly accepted computer format such as Portable Document Format .pdf of the proposal package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements. Should the Offeror fail to address all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror’s proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately (should be tabbed and/or labeled for ease of reference), and shall include as a minimum, the following to be considered *responsive* to the RFP:

The Request for Proposal document with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP. Mandatory requirements are those required by law or regulation or are such they cannot be waived, and are not subject to negotiation.

Offerors are to make written proposals which present the Offeror's qualifications and understanding of the Tasks to be Performed. The Offeror's proposal should provide all information which it considers pertinent to its qualifications for this project. The proposal should be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals should be limited to twenty-five (25) pages beyond the required information requested in the seven tabbed sections of required submittals.

The proposal should be divided into tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The sections are to be named as follows:

**Proposal Format:****1. General Submittals:**

- a. Letter of Transmittal: This letter will summarize in a brief and concise manner the Offeror understands of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Offeror, including the titles, addresses, email addresses and telephone numbers of such persons. An authorized agent of the Offeror must sign the Letter of Transmittal indicating the agent’s title or authority. The letter should not exceed two pages in length.
- b. Bid Bond:
- c. Type of Business: The Offeror shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Offeror shall

identify whether the business entity is incorporated in Virginia, another state, or a foreign country.

- d. Principals: The offeror must name all persons or entities serving, or intending to serve as principals in the offeror's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development of the proposal.
- e. Corporate Information: If a offeror is a corporation, it shall be certified with the Virginia Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Virginia. The corporate seal should be affixed to the proposal.
- f. Licenses and Certificates: List any licenses or certificates related to the scope of work described in the RFP. State if the offeror does not have any related or applicable licenses or certifications.
- g. Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the offeror in the past seven (7) years which is related to the services that offeror provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Offeror in the past seven (7) years.
- h. License Sanctions: List any regulatory or license agency sanctions. State if there are no license sanctions against the Offeror.
- i. Acknowledgment of Addenda: Include all addendums issued by the City, if any.
- j. Existing Contracts: The offeror shall provide a listing of current contracts in Virginia. The offeror shall include a graph or other informational diagram/format indicating the allocated and available resources. Indicate commitment of availability of staff and resources to City of Newport News.
- k. Past Performance: Offeror(s) must list and provide required information from all utility easement, drainage structure, outfall and Natural Resource Conservation Service Water Shed Protection debris removal projects worked on as the Prime of subcontractor within the last seven(7) years. Failure to list and provide the required information from any project the offeror has managed within the past seven (7) years may result in proposal rejection. Required information from each project listed includes lineal feet of stream cleared, total cubic yards collected and disposed and total dollar amount of each project. The offeror must also provide a contact person, telephone number, fax number and e-mail address for each project.
- l. Financial resources: Available bonding capacity.

2. **References** - Provide references from existing contracts and/or past clients' for which the CONTRACTOR has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the CONTRACTOR has successfully completed debris removal projects in excess of 10,000 cubic yards.

References to include company name, contact person, address, telephone number, email address, project value, number of years offeror has served firm, and a brief summary of scope of services provided. (See Reference section of this RFP and Additional Contractor Data).

3. **Project Understanding and Technical Approach** - Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the offeror will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

- Ability to manage activation of multiple contracts
- Methods for mobilization/demobilization
- Geographic area management of work sites
- Loading, hauling and reduction of debris
- Documenting and resolving damages
- Invoicing and data management

4. **Project Specific Personnel** - An organizational chart that lists personnel assigned to the CITY in the event of contract activation. Provide any training or professional certifications held by personnel. The information should be presented in tabular form. The list shall include but is not limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – should have five (5) years project experience
- Operations manager – should have three (3) years project experience
- Other key personnel assigned to the project/this Agreement

Changes to personnel listed on the proposal at the time of an event must be communicated to the CITY and are subject to approval by the CITY. The CITY also reserves the right to request the substitution of any personnel as the City deems necessary.

Provide resumes for the project manager, operations manager and other key personnel proposed for the project.

5. **Operational and Management Plans:**

- a. *Typical Site Specific Health and Safety Plan (SHASP)*: Provide a plan that includes a comprehensive site specific hazard analysis similar in scope to the one presented in FEMA 325/ July 2007, Public Assistance Debris Management Guide, Appendix E-

Debris Collection and Management Site Hazard Analysis. The City also reserves the right to request changes to the offeror(s) site safety plan or operational plan.

- b. Subcontracting Plan:* Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; A list of sub-contractors proposed for this project indicating participation if by local sub-contractors and the overall percentage of work scheduled to be performed by sub-contractors; contractor's policies and procedures in place to insure sub-contractor and all sub-tier contractors retain adequate insurances and are paid.
6. **Price Proposal** - The Offeror shall submit Price Proposal forms included in these RFP documents – Schedule 1- Hourly Equipment and Labor Price Schedule AND Schedule 1- Unit Rate Price Schedule. All proposal form documents shall be submitted on a form identical to the form included with the solicitation documents. All proposal form documents shall be submitted on the form included with the solicitation documents. Copies shall be signed by the person or persons legally authorized to bind the offeror to a contract.
7. **Additional Information** – Provide any additional information that you wish for the City of Newport News to consider when evaluating your proposal that may be beneficial to the City.

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/ furnish the goods and the offeror shall furnish to the City all such information and data for this purpose, as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

### **EVALUATION CRITERIA:**

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm(s) who is most responsive to the herein described needs of the City. *The proposal will be evaluated on the following criteria listed in order of importance:*

- Experience and qualifications of firm and staff including experience with government agencies.
- Offeror's capability and demonstrated understanding of the requirements and project approach.
- Project understanding and technical approach including thoroughness and comprehensiveness of management plans.
- Suitability - Suitability of the proposal to fulfill the City's requirements.
- Responsiveness - The degree to which the offeror has responded to the purpose and scope of specifications, flexibility of offeror to meet the City of Newport News' needs, and conformance in all material respects to this Request for Proposals.
- Rate Schedule / Cost
- Past performance with projects having 10,000 cubic yards or more
- References for whom offeror has provided comparable services to.
- Additional Information – Additional information provided for the City of Newport News to consider that has not been covered.

### **METHOD OF EVALUATION:**

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "other than professional services" method of selection for services outlined in the Code of Newport News, Virginia Section 2-570.2.

Note: Should the Purchasing Agent determine, in writing and in his sole discretion, that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

From the time the proposal is first advertised to the time a contract is signed, all offerors and contents of any proposal shall be kept confidential.

### **AWARD:**

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

The award of a contract shall be the sole discretion of the City. *The City reserves the right to make multiple awards from this solicitation.* The award(s) shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all

proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing)

The right is reserved to accept or reject any or all submittals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of the City of Newport News.

**INSURANCE:**

Contractor must maintain insurance throughout the term of the contract. Insurance shall be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia. (See attached "Insurance Requirements").

**REFERENCES** (References are to be comparable to services described in this RFP):**Reference 1**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 2**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 3**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 4**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 5**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

- Additional Contractor Data:**

a. Years in Business supplying like services as outlined in these specifications:  
 \_\_\_\_\_ years \_\_\_\_\_ months.

b. Business Location: proximity to the job-site; \_\_\_\_\_ miles.

Offeror maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site in order to complete the described work in an effective and efficient manner.

Hours of operation: \_\_\_\_\_

c. Briefly describe your company's size and organization:

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- d. Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

**Email Address:** \_\_\_\_\_

**Cell Phone(s):** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors responsible for the project.

- **Plan to Utilize Small, Minority, and Women Businesses:** - SBE, MBE, and WBE (small business utilization):

Provide a statement of how your firm intends to utilize small, women-owned or minority (SWAM) applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

**QUESTIONS:**

Questions regarding this RFP, should be directed to the Department of Purchasing, Rose Kee by email: [rkee@nngov.com](mailto:rkee@nngov.com) and copy Vickie Gwynn [vgwynn@nngov.com](mailto:vgwynn@nngov.com) (email preferred) or facsimile at (757) 926-8038, *no later than close of business on April 23, 2012* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

**DIRECT CONTACT:**

**Direct contact with any City employee, including the Newport News Public Works without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.**

**DEBRIEFING:**

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

**TRADE SECRETS / PROPRIETARY INFORMATION:**

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

( ) **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

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All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned.

Bid Bond # \_\_\_\_\_

## BID BOND

KNOW ALL MEN BY THOSE PRESENT: That we, the undersigned:

\_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_

as Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia, in the just and full sum of five percent (5%) of the maximum amount of accompanying bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the Principal has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_, **Debris Removal and Clearance Services for Storm Water Structures and Easements - RFP #2012-5038-1024**".

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_  
SEAL

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
SEAL

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Resident Virginia Agent of Surety

Submit with Power of Attorney

Bond # \_\_\_\_\_

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as  
Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia  
as Oblige, in the amount of \_\_\_\_\_  
\_\_\_\_\_dollars, (\_\_\_\_\_) for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

WHEREAS, the said \_\_\_\_\_  
did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the  
City of Newport News, Virginia for the **“Debris Removal and Clearance Services for Storm  
Water Structures and Easements - RFP #2012-5038-1024”** - which said contract is by  
reference made a part hereof, is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all  
respects promptly and faithfully comply with and fulfill all the terms and conditions of said  
contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the Contract  
or extension of time made by the Owner.

Whenever principal shall be, and declared by Oblige to be in default under the Contract, the  
Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and

conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_  
Signature of Authorized  
Owner, Partner or Officer

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
Attorney In Fact

**Attach Original Power of Attorney**

City Attorney Use Only

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

Labor &amp; Material Bond # \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

1. KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia as Obligee in the amount of \_\_\_\_\_ Dollars (\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said \_\_\_\_\_ did, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the City of Newport News, Virginia, for **Debris Removal and Clearance Services for Storm Water Structures and Easements - RFP #2012-5038-1024**", which said contract is by reference made a part hereof, as fully and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to also include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before



the expiration of a period ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

A. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice of the following: The Principal, the City, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal, City and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- C. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Surety

BY \_\_\_\_\_

ATTORNEY-IN-FACT

\_\_\_\_\_  
Resident Virginia Agent of Surety  
(if original agent is non-resident)

Submit with Power of Attorney

APPROVED AS  
TO FORM

\_\_\_\_\_  
City Attorney

## INSURANCE REQUIREMENTS

**Insurance:** The bidder/offeror shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, its officials, employees, and volunteers from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and shall include products and completed operations coverage.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the City. Evidence of coverage needs to be provided prior to commencement of work by bidders/offerors. Coverage is compulsory for employers of 3 or more employees, to include the employer.

Prior to commencement of services, the bidder/offeror shall furnish the City with the following separate endorsements, and a certificate of insurance showing all required insurance coverage with companies authorized or licensed to do business in Virginia. A separate endorsement to the general liability policy shall be provided in which the City is designated as an "Additional Insured." In addition, a separate endorsement to the workers' compensation policy shall be provided in which the City is designated as an "Alternate Employer."

Sample forms CG 20 10 (designating the City as Additional Insured for liability claims) and WC 00 03 01(2005 ed.) (designating the City as an Alternate Employer for workers' compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Professional services (work performed by an independent contractor, within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering) shall require a certificate of insurance showing professional liability/errors and omissions coverage insurance with companies authorized or licensed to do business in Virginia, prior to the commencement of services. Certain other service providers shall meet the same requirements (including but not limited to asbestos design/inspection/or abatement contractors, and other health care practitioners).

The bidder/offeror shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder/offeror, and hold the original contractor liable for excess costs. All insurers providing the above coverage shall give the City thirty (30) days advance written notice in the event of any non-renewal or cancellation of such insurance (10 days notice for non-payment of premium). As confirmation thereof, the City must be furnished either a policy endorsement specifically providing for such notice (copies of three sample endorsements attached), or a copy of the policy language that gives the City such assurance, or a statement on the insurance agent's, broker's, or insurer's letterhead that the City shall be given such notice.

### TYPE INSURANCE COVERAGE

### LIMITS

- |   |  |
|---|--|
| 1. Workers' Compensation<br>Employer's Liability                            | Statutory  |
| Bodily Injury by Accident   | \$100,000.00 each accident                                       |
| Bodily Injury by Disease  | \$100,000.00 each employee                                       |
| Bodily Injury by Disease  | \$500,000.00 policy limit  |
| 2. Commercial General Liability   | \$1,000,000.00 each occurrence<br>\$2,000,000.00 aggregate       |
| 3. Automobile Liability<br>(Owned, hired, leased, and borrowed<br>Vehicles) | \$100,000.00 each occurrence                                     |
| 4. Professional Liability/E&O (if applicable)                               | \$2,000,000.00 each claim/occurrence<br>\$2,000,000.00 aggregate |
| 5. Environmental/Pollution Legal Insurance<br>(if applicable)               | \$2,000,000.00 each occurrence<br>\$2,000,000.00 aggregate       |

**This insurance coverage supersedes any conflicting insurance coverage and limits in the Department of Engineering 1983 Standard Specifications.**

Rev. 05-06-11

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

City of Newport News  
Purchasing Department  
2400 Washington Ave  
Newport News, VA 23607

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93

**Endorsement****Alternate Employer****WC 00 03 01****Policy Amendment**

**If the following information is not complete, refer to the appropriate information page attached to the policy.**

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
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<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>
-----------------	-----------------------

**SCHEDULE**

Alternate Employer

Address

State of Special  
or Temporary Employment

**City of Newport News  
c/o Purchasing Department  
2400 Washington Avenue  
Newport News, Virginia**

**Virginia**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

*Rev: 03/22/05*

## WORKER'S COMPENSATION

### CERTIFICATE OF COVERAGE

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for workers' compensation \_\_\_\_\_ Yes

Title of Construction Contract: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

## NOTICE ENDORSEMENT

Policy Number:

IL 60 05 VA 01 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION – CERTIFIED MAIL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTOR PROTECTIVE LIABILITY PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

#### SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.



## NOTICE ENDORSEMENT

Policy Number:

WC 99 00 10 01 10A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION – CERTIFIED MAIL**

This endorsement modifies insurance provided under the following:  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

#### SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

## NOTICE ENDORSEMENT

Policy Number:

COMMERCIAL AUTO  
CA 02 03 12 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

### SCHEDULE

1. Name: City of Newport News c/o Purchasing Department
2. Address: 2400 Washington Avenue Newport News, VA 23607
3. Number of days advance notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



*City of Newport News*

2400 Washington Avenue • Newport News, Virginia 23607

Office of the City Attorney

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*Assistant City Attorneys*  
PAMELA P. BATES  
SHANNON M. MANNING  
ROBERT E. PEALO

March 14, 2011

To Whom It May Concern:

Re: Notice of cancellation requirements for insurance coverage

Dear Sir or Madam:

In the wake of recent revisions to the Acord form, I have been receiving documentation from insurers that indicates that, since a statement regarding notice of cancellation is no longer included on the form, that the company cannot give any such assurance in the future. Many of the companies have indicated that they intend to strictly rely on the disclaimers in the form.

Please note that where the City requires that it be added as an additional insured, specific endorsements are required. A simple notation of these endorsements on the Acord form will not be accepted. Also, any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage.

Further the City will not accept proof of insurance that fails to provide for thirty (30) days notice of policy cancellation [ten (10) days for non-payment]. This assurance may be provided by one of the following three methods:

1. A note on company letterhead that the City will receive such notice. This may be on the letterhead of either the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
2. A separate endorsement specifying the notice as required, or
3. A copy of a policy provision regarding such notice.

In addition, this same assurance must be given when the City requires an Alternate Employer endorsement. No edition of an alternate employer endorsement that includes a provision that the statutory employer will receive no notice of cancellation will be accepted. A form including this provision appears to be contrary to Virginia Code § 65.2-804(B), which requires thirty (30) days notice of cancellation [ten (10) days for non-payment]. Virginia Code § 65.2-800 requires that an employer be insured, and paragraph C of that section equates an employer and a statutory employer for the purposes of that duty.

In summary, the City will accept no proof of insurance that does not include in one of the forms indicated above an assurance that the City will receive thirty (30) days notice of cancellation [ten (10) days for non-payment]. Failure to provide the information could result in rejection of your insured's bid or offer to provide services to the City, or a rejection of the insured's request for City permits that require the City to be named as an additional insured.

Very Truly Yours,

/s/ Joseph M. DuRant

Joseph M. DuRant  
Deputy City Attorney

Ed. December 9, 2010

2