



CITY OF TOPEKA

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DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES REQUEST FOR PROPOSALS

1. INTRODUCTION

The City of Topeka known individually as “Procurer” is soliciting proposals, hereinafter referred to as “Proposals” for contracts to obtain the services of a qualified Contractors hereinafter referred to as “Contractor”, to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in the City of Topeka, Kansas hereinafter referred to individually as “City”. Services include but are not limited to the Contractor responding to an emergency event such as, hurricane(s), tornadoes(s), winter weather-ice storm(s), flood(s), earthquake(s), fire(s) or other natural or manmade disaster(s).

Upon release of the RFP and during the proposal process, Contractors and their employees of related companies, as well as, paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with Procurer’s employees, department heads and/or elected officials. All contact must be coordinated through the Contracts and Procurement Division using the ePro bidding system website.

All questions regarding this RFP or Solicitation are to be submitted on the bid event in the ePro bidding system website. Only written responses to written communication shall be considered official and binding upon Procurer. Procurer reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

All addendums and/or any other correspondence (general information, questions, and responses) to this RFP will be made available through the City’s ePro bidding system website for review. Contractors are solely responsible for frequently checking the website for updates to the RFP.

1.1.2 CFR 200 PROCUREMENT OF CONTRACTS. In consideration of the requirements found in 2 CFR 200 related to procurement of contracts for small businesses, and minority and women-owned businesses, the Procurer asserts it will comply with the aforementioned requirements by doing the following: (1) place small and minority businesses and women’s business enterprises on solicitation lists; (2) solicit such businesses whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to encourage participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules to encourage participation by small and minority businesses and women’s business enterprises; (5) use the assistance, if and when appropriate, of organizations such as the Small Business Administration and the Minority Business Agency of the Department of Commerce; and (6) will require the selected contractor, if subcontractors are anticipated or let, to take the aforementioned affirmative steps.

1.2.READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. Procurer is soliciting Proposals to obtain the services of a qualified Contractors to provide services to remove, process, and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in its jurisdiction in response to an emergency event such as, but not limited to, hurricane(s), tornadoes(s), winter weather-ice storm(s), flood(s), earthquake(s),

fire(s) or other natural or manmade disaster(s). Procurer is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractors must have the capability and ability to respond rapidly to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small-scale debris volumes. It is the intent of Procurer to award contracts to a Primary and a Secondary Contractor for these services in order to ensure adequate resources at the time of an event. The City of Topeka (“Procurer”) is procuring this service for a single contract with the selected Contractors to cover the City of Topeka, Kansas.

1.3.The Contractor must handle debris management activities in the jurisdiction in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Kansas Department of Transportation (KDOT), Kansas Department of Health and Environment (KDHE), Natural Resources Conservation Services (NRCS), and the Kansas Department of Emergency Management (KDEM) in conjunction with the Procurer’s needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief programs regulations regarding eligibility. The Contractor must track debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs, and reports provided to Procurer.

1.4.Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program.

2. Contract Period. Selected Contractors will be awarded a three-year contract, hereinafter referred to as “Contract.” Procurer, at its option and upon mutual consent of all parties involved, may choose to extend the Contract for two additional one-year periods based on existing terms, conditions, and prices set forth in the original RFP. Any contract extension may include a price increase of the lesser of 5% or the Consumer Price Index (CPI) subject to the agreement of both parties. Services provided will be paid for from the appropriate fiscal year funds provided by Procurer. Contracts are subject to availability of funds from the Procurer. All representations made by any departments are subject to the fiscal year funding and/or appropriations and do not represent an obligation on the part of Procurer.

3. Administrative Information

3.1. Incorporation of RFP into the Contract:

The contents of this RFP and the selected Contractor’s response cost and any negotiated changes are to be incorporated into the Contract.

3.2. The main point of contact shall hereinafter be referred to as the RFP Coordinator.

3.3. Communications Regarding the RFP

3.3.1. Communications Paragraph / Restrictive

During the proposal process, Contractors, their employees of related companies as well as paid or unpaid personnel acting on their behalf shall contact only the Division of Contracts and Procurement for the Procurer. All contact must be coordinated through the RFP Coordinator for this procurement.

3.3.2. Upon release of this RFP, all Contractor communications concerning this procurement must be directed to the RFP Coordinator.

3.3.3. All communication should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and non-binding.

- 3.3.4.** The Procurer shall respond in writing to written communications. Such response may constitute an addendum to the RFP. Only written responses to written communication shall be considered official and binding upon the Procurer. The Procurer reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.
- 4.** Disclosure and In Effect. All submitted Proposals become the property of the Procurer, and shall be subject to any applicable open records statutes. The content of all RFP's submitted shall remain in effect for a minimum period of 180 days.
 - 5.** On-Site Inspection. After opening of Proposals and prior to award, Procurer reserves the right to make a pre-award site visit (if applicable) of any or all Contractor facilities to be used in the performance of work under this solicitation. Contractor agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of Proposals as non-responsive. Procurer reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.
 - 6.** Implied Requirements. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the Proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
 - 7.** Proposal of Additional Services. If a Contractor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original RFP at the sole discretion of Procurer.
 - 8.** Performance Bond. In accordance with Topeka Municipal Code and the State of Kansas, and upon activation of Contract the awarded Contractor will submit a good and sufficient Performance Bond in an amount equal to 100 percent of the approximate total amount of this Contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the work and performance of this Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Procurer. This bond will be based on the total value of this Contract per year and therefore shall be renewable on an annual basis. Procurer will disburse no payments for goods and or services provided unless a good and sufficient bond is on file with the Procurer.
 - 9.** Warranties Covenants and Agreements. Contractor warrants, covenants, and agrees to the following:
 - 9.1.** Disturbance or Waste. Contractor shall not commit, nor allow to be committed any act of civil disturbance or riot, harassment of any nature, or any action or conduct actionable in State or Federal civil or criminal law; any act of waste including any act which might deface, damage, destroy any property or any part thereof; use or permit to be used any equipment, including, but not limited to aircraft, or other thing which might cause injury to person or property or do anything, or permit anything to be done, which would, in Procurer's opinion, disturb or tend to disturb the public.
 - 9.2.** Control. Contractor shall maintain sufficient discipline and control of its equipment, including, personnel and all parties to prevent any injury (including death) to any person or damage to the real or personal property.
 - 9.3.** Fire Inspections. In any event, where an incident involves a fire(s) that requires investigation prior to debris removal, the City will be given a reasonable opportunity to investigate and coordinate the investigation of the incident. Prior to Contractor modifying the area, the Contractor will contact the City of Topeka Fire Department Fire Investigation unit so the scene can be assessed prior to commencing services herein.

- 9.4. Hazardous Materials.** Throughout the term of this Contract, Contractor shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any hazardous materials, other than in strict compliance with all applicable federal, state, local laws, rules, regulations, and orders. For purposes of this provision, the term “hazardous materials” shall mean and refer to any wastes, materials, or other substances, which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order.
- 9.5. Nuisance.** Contractor covenants and agrees that it will cause to be abated or shall abate, at no cost to or contribution from Procurer, any spills, nuisances, health, environment or safety dangers and shall remediate or cause to be remediated all materials that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA), all as amended, caused by the presence, use, generation, release, discharge, storage, disposal, or transportation of any material by or at the direction of Contractor in performance of this Contract.
- 9.6. Damage or Destruction.** Contractor shall not conduct its business in any manner which would (1) increase the risk of personal injury, including death, or damage to, partial destruction of any real or personal property, or any portion thereof, or (2) invalidate any policy of insurance now or hereafter carried by Contractor. Failure to comply with such requirement will constitute a breach of this Contract and Procurer may terminate this Contract if such requirement is not met after one (1) day written notice to Contractor from Procurer. Contractor agrees that Procurer shall not be liable for, nor be required to pay any damages, liquidated or unliquidated, caused by any delay due to compliance with this provision.
- 9.7. Judicial Action.** Contractor agrees that it will furnish at the written request of the Procurer all necessary personnel and records necessary or convenient to provide all evidence or testimony regarding any actions taken or not taken to fulfill the requirements of this Contract without cost or expense to Procurer. This section shall survive the termination, cancellation, and completion of this Contract for a period of five (5) years or until all changes, demands, suits or other actions have released or have become un-appealable.
- 9.8. Notice Required.** Contractor shall give immediate oral notice to Procurer, confirmed immediately by Fax or written notice, of any failure or problem with its equipment or inability to comply with the agreed upon schedule. Further, Contractor shall notify Procurer of any accident, spill, damage or destruction of equipment or materials, specifically including any chemicals, or any portion thereof, real or personal property, any injury to or death of any person, or any litigation or claim by any party involving Contractor in its actions or compliance with this Contract.
- 9.9. Emergency.** In the event of any fire or police emergency, Contractor shall first notify the appropriate emergency response agency (911) and immediately thereafter orally notify the City of Topeka Fire Department prior to conducting any type of specified services.
- 9.10. Quality.** Any work that is determined by Procurer to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.
- 9.11. Conditions of Materials.** All materials and products supplied by the Contractor in conjunction with this RFP shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to Procurer in excellent condition. In the event that any of the products supplied to Procurer are found to be defective or do not conform to the specifications, Procurer reserves the right to return the product to Contractor at no cost to Procurer.

9.12. Successful Contractor shall furnish all guarantees and warranties to the City of Topeka, Contracts and Procurement Division.

9.12.1. The warranty period shall commence upon final acceptance of the product.

9.13. Permits, Fees, and Notices. Successful Contractor shall secure and pay for all permits and fees, licenses, and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in all unit pricing provided as part of the Contractor's bid submission.

10. Gratuities, Kickbacks or Conflict Interest.

10.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.

10.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

10.3. Conflict of Interest. No official or employee shall have any financial interest, direct or indirect, in any contract with the Procurer or be financially interested, directly or indirectly, in the sale to the Procurer of any land, materials, supplies or services, except on behalf of the Procurer as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the Procurer shall render the Contract involved voidable by the Procurer. It is the responsibility of the Contractor during all phases of the contract process to notify the Procurer in writing of any potential conflict of interest.

11. Access to Records and Information. Contractor agrees to furnish to Procurer such information as may be requested which relates to the services Contractor provides. Contractor shall permit Procurer to audit/inspect records and reports, review services, and/or evaluate the performance of these services at any time. Contractor shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

12. Termination. The proposed Contract may be terminated without cause by either party with ninety (90) days written notice to the other party. Such notice of termination will be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

13. Federal and State Debarred Contractors. No products and/or services will be procured from Contractors or companies that are listed on the debarment listing on SAM.gov. No products and/or services will be procured from Contractors or companies listed on the State of Kansas debarment list. Procurer reserves the right to reject from award consideration and/or terminate any contract with any Contractor found to be suspended, ineligible and/or debarred as outlined herein. Contractors should submit their certification or entity information with their proposal bid response from the SAM.gov website.

14. Use of City of Topeka, Kansas Contract by other Political Jurisdictions. Contractors are advised that other Kansas jurisdictions or other local governments may use the resulting contracts established by the City of Topeka, Kansas.

15. Proposal Format and Content

15.1. General Proposal Requirements

- 15.1.1.** The Procurer discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 15.1.2.** Contractors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Contractors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all the of Procurer's information requirements.
- 15.1.3.** Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP and must be clearly labeled. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 15.1.4.** Proposals shall be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All proposal pages must be numbered.
- 15.1.5.** Contractors shall utilize dividers to separate each of the sections of the Proposal.
- 15.1.6.** Each Proposal must respond to all portions of the RFP.

15.2. Proposal Formatting

- 15.2.1.** Transmittal Letter shall be submitted with your Proposal and contain the following information: All proposals must be signed in ink by a person duly authorized to legally bind the business entity submitting the Proposal.
 - A.** Name, title, and telephone and email of Contractor's contact person for all inquiries.
 - B.** The contact person responsible for fielding all inquiries from the Procurer.
 - C.** Business form of Contractor (e.g. corporation, partnership, etc.), if applicable.
 - D.** If a corporation, include the date and state of incorporation.
 - E.** Provide confirmation of the financial stability of the business entity.
 - F.** For profit or non-profit agency, provide Federal Tax identification number for the facility/organization.
 - G.** Names and addresses of Contractor's principal officers, directors, or partners.
- 15.2.2.** Detailed information on Contractor's ability to satisfy the project requirements. Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them to include the items below.
 - A.** Understanding of the proposal and program objectives;
 - B.** Resources to be utilized to implement the proposal;
 - C.** Ability to meet the Technical Specifications set forth herein; and
 - D.** Detail cost breakdown of proposed services
- 15.2.3.** Other information to be provided by Contractor with RFP response
 - A.** A brief biography and complete resume of the person or persons who will operate/manage the services provided by Contractors.
 - B.** Complete reference information for all public and private institutions or agencies to which the Contractor provides or has provided similar services over the past 5 years. Contractor must include a minimum of four (4) written reference letters.

- C. Provide a hypothetical management plan or management action plan that was followed from a previous project/case.
- D. Accreditation and Licenses (pesticides, laboratory, facility, and aircraft)
- E. Additional information Contractor deems pertinent to this Request for Proposal (RFP).

16. Evaluation and Selection. The Evaluation Committee will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The objective is to enter into a contract with the best applicant at the best price. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

16.1. Proposal Evaluation Categories and Weights

A. Qualifications / Compliance Evaluation 0-30 Points

- i. Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience in regards to scope of work, service area, and amount of debris collected.
- ii. Previous experience with State and Federal reimbursement programs; including, but not limited to: FEMA, KDEM, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- iii. Diverse project experience including, ROW, C&D debris, marine debris, private property, and structure demolition.
- iv. References on recent projects, including two projects over 200,000 C.Y.

B. Ability Evaluation 0-30 Points

- i. The ability, capacity, skill, and organization of the Contractor to perform and support the needs and objectives within the scope of work as proposed.
- ii. The character, integrity, reputation, judgment, and experience of Contractor.
- iii. The schedule and availability of the Contractor; to include response time.
- iv. Financial stability of business entity.
- v. The current and projected workload of the Contractor; to include current contracts with other government entities.
- vi. Capacity to respond to major and catastrophic disasters, with minimal existing pre-event contracts within 100 miles of the City of Topeka.
- vii. Listing of current condition and amount of resources available to perform the services required, such as the Contractor's heavy equipment, vehicles, and other related equipment.
- viii. Equipment owned vs. leased.

C. Technical Evaluation 0-30 Points

- i. The explanation of the Contractor's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of Procurer.
- ii. Contractor's existing maintenance, repair, parts, and resource programs, including availability of personnel, that would enable and ensure completion of all work as may be required under the guarantee provided.

D. Cost Evaluation 0-10 Points

- i. The primary method of cost evaluation will be based on the rates for vegetative debris removal, reductions, and hauling to a disaster event. Note: Compensation under any future contract shall be based on actual work performed.
- ii. Contractors must submit the cost proposal on the Excel sheet provided "Schedule 1 and 2".

17. Proposal Evaluation Process

- 17.1.** The evaluation process is designed to award a primary and secondary contract.
- 17.2.** All Proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.
- 17.3.** The apparent best-evaluated Contractor shall be prepared to enter into a contract with Procurer. It is the intent of Procurer to award a Primary and a Secondary Contractor for services provided under this proposal. The Primary Contractor shall be the initial firm mobilized by the Procurer. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable.

18. Terms, Definitions, and Acronyms

- 18.1.** Authorized Representative – Procurer’s employees and/or contracted individuals designated by the Procurer’s Debris Manager.
- 18.2.** Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- 18.3.** Cleanup Crew – A group of individuals and/or an individual employed by the Contractor to collect disaster debris.
- 18.4.** Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/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 other residential contents that are a result of a disaster event.
- 18.5.** County – Shawnee County, Kansas, a political subdivision of the State of Kansas.
- 18.6.** City – City of Topeka, Kansas, a political subdivision of the State of Kansas.
- 18.7.** City Approved Final Disposal Site – a final disposal location approved in writing by a City.
- 18.8.** Debris Manager – the Procurer will designate a Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the Procurer’s jurisdiction.
- 18.9.** Debris – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.
- 18.10.** Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- 18.11.** Debris Management Site (DMS) – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

- 18.12.** Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- 18.13.** Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- 18.14.** Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Contractor, subcontractors and individual crews.
- 18.15.** Demobilization – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the Procurer. The Contractor will leave all utilized sites clean, restored to the original state as approved by the Procurer, and verified through soil and groundwater samples.
- 18.16.** Demolition – The act or process of reducing a structure, as defined by the State of Kansas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- 18.17.** Designated Area – Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris-generating event.
- 18.18.** Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- 18.19.** Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the Procurer to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- 18.20.** Emergency Debris Clearance – The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA 325 – “Public Assistance Debris Management Guide”.
- 18.21.** Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- 18.22.** E-Waste – End of life electronics, typically televisions, computers and related components.
- 18.23.** FEMA Publication 325 Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- A.** Eliminating immediate threats to lives, public health and safety.
 - B.** Eliminating immediate threats of significant damage to improved public or private property.
 - C.** Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

- 18.24.** Field Inspector – Observer and monitor
- 18.25.** Force Account Labor – Labor performed by the applicant’s permanent, full time or temporary employees.
- 18.26.** Garbage – Waste that is regularly collected through the Procurer’s normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.
- 18.27.** Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- 18.28.** Hangers – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- A.** The limb must be greater than two inches in diameter;
 - B.** The limb must be suspended in a tree and threatening a public-use area; and
 - C.** The limb must be located on improved public property.
- 18.29.** Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Publication 325 are:
- A.** The stump has fifty percent (50%) or more of the root-ball exposed.
 - B.** The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - C.** The stump is located on a public right-of-way.
 - D.** The stump poses an immediate threat to public health and safety.
- 18.30.** Hazardous Tree – A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
- A.** The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - B.** The tree has a split trunk or broken branches that expose the heartwood.
 - C.** The tree has fallen or been uprooted within a public use area.
 - D.** The tree is leaning at an angle greater than thirty (30) degrees.
- 18.31.** Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- 18.32.** Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage
- 18.33.** Household Hazardous Waste (HHW) – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- A.** HHW must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.

B. HHW removal must be the legal responsibility of the applicant.

C. HHW must be a result of the major disaster event.

D. The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the Procurer's jurisdiction with written authorization by the Procurer's Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

18.34. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Procurer's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

18.35. Mulching or Chipping – See Chipping or Mulching section.

18.36. Mutual Aid Agreement – A written understanding between communities and/or States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

18.37. National Response Plan (NRP) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

18.38. PPE – Personal Protective Equipment. May also be referred to as "Safety Gear."

18.39. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

18.40. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

18.41. Regulated Waste – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

18.42. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

18.43. Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

18.44. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

18.45. Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Contract documents

18.46. SWPPP – Storm Water Pollution Prevention Plan is a site-specific, written document signed by a Contractor executive that (1) identifies all of the activities and conditions at their site that could cause water pollution, and (2) details the steps the facility will take to prevent the discharge of any unpermitted pollution.

- 18.47.** Subcontractor/Service Provider – The party or parties contracting directly with the Contractor to perform work pursuant of this Contract.
- 18.48.** TDSPF - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Contractor for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- 18.49.** Temporary Debris Staging and Reduction Site – Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the Procurer for the temporary storage and reduction of disaster-related debris.
- 18.50.** Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 18.51.** United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 18.52.** Vegetative Debris – As outlined in FEMA Publication 325, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- A.** Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.
 - B.** Debris removal must be the legal responsibility of the applicant.
 - C.** Debris must be a result of the major disaster event.
- 18.53.** Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point, which allows them to evaporate quickly. Many VOCs are toxic and ground water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.
- 18.54.** White Goods – As outlined in FEMA Publication 325, eligible White Goods are defined as discarded disaster-related 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. The eligibility criteria for white goods are as follows:
- A.** White goods must be located within a designated area and be removed from an eligible applicant’s improved property or ROW.
 - B.** White goods removal must be the legal responsibility of the applicant.
 - C.** White goods must be a result of the major disaster event
- 18.55.** Work – Any and all obligations, duties, responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Contractor under this Contract.

19. Designated Areas

19.1. Descriptions

- 19.1.1.** City of Topeka: The City of Topeka is the designated area for debris removal (City right-of-way) is comprised of the incorporated areas of the Cities and includes public property and Right-of-Way (ROW), and debris staging areas within the City and may include private segments within the jurisdictional boundaries of the City.
- 19.1.2.** Parks. Parks within City limits are owned by Shawnee County. The Contractor shall clear and provide all services as defined herein to City property prior to initiating services in areas owned by other agencies, such as the Park areas that are owned by Shawnee County.
- 19.1.3.** The Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- 19.1.4.** All debris identified by the Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the Procurer's jurisdiction is at the discretion of its Debris Manager. 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 Procurer or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the Debris Manager in writing.
- 19.1.5.** Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than three inches in any dimension shall be left at the point of collection.
- 19.1.6.** Contractor shall deliver all disaster-related debris to the Procurer's approved Debris Management Site (DMS) or Procurer's approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- 19.1.7.** All Final Disposal Sites must be approved, in writing, by the Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. The Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the Debris Manager.
- 19.1.8.** Payment for disposal costs incurred by the Contractor at the Procurer's approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the Procurer as a pass-through cost. Prior to reimbursement by the Procurer, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul out ticket numbers and other applicable information.
- 19.1.9.** The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- 19.1.10.** The Procurer reserves the right to inspect DMS, verify quantities and review operations at any time.

19.2. Debris Management Sites.

19.2.1. The Contractor is responsible for providing a sufficient number of DMS to support the event in which the Contract is activated. The Procurer must approve the proposed DMS. Depending on the event, the Procurer may provide the Contractor with DMS locations within the Procurer's jurisdiction. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used, as DMS in the jurisdiction is a cost borne by the Contractor and compensated based on the Contractor's bid for site management and reduction of debris.

19.2.2. The Contractor will prepare and maintain the DMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

- A.** Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete, rock, or road base for any roads that require stabilization for ingress and egress.
- B.** Ensuring only Contractor vehicles and others specifically authorized by the Procurer will be allowed to use the DMS.
- C.** Providing DMS utilities, which include but are not limited to water, lighting, and portable toilets.
- D.** Providing traffic control, which includes but is not limited to traffic cones and staff with traffic flags.
- E.** Providing DMS dust control and erosion control, if the DMS location is larger than one acre, the City will require a SWPPP, including but not limited to, an operational water truck, silt fencing, and other best management practices.
- F.** Providing DMS fire protection, which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), firebreaks, and a site foreman.
- G.** Providing 24-hour site security for each DMS.
- H.** Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the Procurer's direction. Requirements can be found in Section 4.30 of the City's Standard Technical Specifications, which speaks to this requirement in the language under Section 4.20, also which is rooted in City's National Pollution Discharge Elimination System (NPDES Permit).
- I.** Close the DMS site with DRM upon completion of debris operations.

19.2.3. The Procurer may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.

19.2.4. The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the Procurer. These daily reports must meet the requirements of federal, State, and local government agencies, and other reimbursement and regulatory governmental agencies.

19.2.5. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

19.2.6. DMS management and restoration will be in accordance with Sections 4.19 and 4.20 of the City of Topeka's Standard Technical Specifications

20. Scope of Work. The scope of work under this Contract includes, but is not limited to the following.

20.1. Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to Procurer approved DMS(s) or Procured approved Final Disposal Site(s); 4) reducing disaster-related debris; 5) hauling reduced debris to an approved Final Disposal Site; and 6) disposing of reduced debris at an approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued notice to proceed, unless otherwise directed by the Debris Manager, in writing.

20.2. Procurer's personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The Procurer intends to perform debris clearance for access within its own forces or under existing contracts between the Procurer and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Contractor may be directed to perform them.

20.3. After activation of this Contract and after a preliminary damage assessment, the Procurer and the Contractor, together, will establish a schedule of events depending on the severity of the disaster surrounding the Procurer's jurisdiction. This schedule of events shall include the dates for the:

- A.** Last pass of the removal of public and/or private vegetative debris
- B.** Last pass of the removal of construction and demolition debris

20.4. These last pass dates shall be very important to both the Procurer and the Contractor because of the liquidated damages that may be implemented, if the Contractor does not meet these dates.

20.5. Emergency Road Clearance. At the request of Procurer under this Contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from roadways, to make them passable immediately following a declared disaster. All roadways designated by the Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the Procurer to conduct emergency roadway clearance work. The Procurer may choose to extend the Contractor's 70-hour limit through a written request. Contractor should not go past the 70-hour limit without written approval from the Procurer and written justification from the Contractor. Generally, the emergency road clearance route will be done in order of zones as established by the City of Topeka Snow Route Maps 2019, which is attached to and incorporated herein. As areas of impact are unpredictable, the Contractor shall be available and make clearing arterials and collectors a priority but service routes as designated otherwise by the Debris Manager. This may include roadways in municipalities within the Procurer's jurisdiction or other governmental agencies under the legal responsibility of the Procurer. Clearance of these roadways will be performed as identified by the Debris Manager. The Contractor shall assist the Procurer and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

20.6. Row Vegetation Debris Removal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the Procurer's ROW to a Procurer approved DMS or a Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A.** For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- B.** Removal of vegetative debris existing in the Procurer's jurisdiction will be performed as identified by its Debris Manager.
- C.** Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to a Procurer approved DMS or Procure approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- D.** All debris will be removed from each location before proceeding to the next location unless directed otherwise by the Procurer or its authorized representative.
- E.** Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Procurer or its authorized representative. The Procurer will provide specific Right-of- Entry (ROE) legal and operational procedures.
- F.** The Contractor must provide traffic control as conditions require or as directed by the Debris Manager.

20.7. ROW C&D Debris Removal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the Procurer's ROW to a Procurer approved DMS or Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A.** For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- B.** Removal of C&D debris existing in the Procurer's ROW will be performed as identified by the Debris Manager.
- C.** Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized

representative, the debris removal vehicle will proceed immediately to a Procurer approved DMS or Procurer approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- D.** All debris will be removed from each location before proceeding to the next location unless directed otherwise by the Procurer or its authorized representative.
- E.** Entry onto private property for the removal of C&D hazards will only be permitted when directed by the Procurer or its authorized representative. The Procurer will provide specific ROE legal and operational procedures.
- F.** The Contractor must provide traffic control, as conditions require or directed by the Debris Manager.

20.8. Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the Procurer. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to an approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A.** Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- B.** Any structurally unsound and unsafe structures will be identified and presented to the Procurer for direction regarding decommissioning.
- C.** Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the Debris Manager.
- D.** Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to an approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- E.** Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the Procurer or its authorized representative. The Procurer will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- F.** The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

20.9. Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of RACM structures on private property within the jurisdictional limits of the Procurer. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to an approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A.** Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- B.** Any structurally unsound and unsafe structures will be identified and presented to the Procurer for direction regarding decommissioning.
- C.** Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the Debris Manager.
- D.** Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to an approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- E. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the Procurer or its authorized representative. The Procurer will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- F. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

20.10. DMS(s) Management, Operations, and Through Grinding

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through grinding of disaster-related debris. The Debris Manager must approve grinding prior to commencement of reduction activities. The Debris Manager must approve the DMS layout and ingress and egress plan.

- A. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include, but are not limited, to the US Environmental Protection Agency (EPA) and KDHE. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing, including any needs related to a required SWPPP.
- B. The Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), and EPA guidelines.
- C. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- D. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- E. The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- F. The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- G. The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs), including any requires to provide an SWPPP.
- H. The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- I. The Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the Procurer. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from DMS locations, is a cost reflected in this scope of services.
- J. The Contractor is responsible for providing 24-hour DMS(s) security.
- K. The Contractor will only permit Contractor vehicles and others specifically authorized by the Procurer or its authorized representative on site(s).
- L. The Contractor shall provide a tower(s) from which the Procurer or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the Procurer's

direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer.

20.11. DMS(s) Management, Operations, and Reduction Through Air Curtain Incinerators

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through an Air Curtain Incinerator (ACI) of disaster-related debris. DMS(s) layout and ingress and egress plan must be approved by the Debris Manager.

- A.** The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include, but are not limited, to EPA and KDHE. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- B.** The Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and KDHE guidelines.
- C.** Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- D.** All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- E.** The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- F.** The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- G.** The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- H.** The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- I.** The Contractor is responsible for providing 24-hour DMS(s) security and fire tender.
- J.** The Contractor will only permit Contractor vehicles and others specifically authorized by the Procurer or its authorized representative on site(s).
- K.** The Contractor shall provide a tower(s) from which the Procurer or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP, Debris Site Tower Specifications).
- L.** The Contractor is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds(VOCs) as deemed necessary based on DMS operations.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the Procurer's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer.

20.12. DMS(s) Management, Operations, and Reduction Through Controlled Open Burning

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through controlled open air burning of disaster-related debris with compliance to the [City of Topeka Municipal Code, Chapter 8.45](#). The Debris Manager and the City's Fire Marshal, and any other applicable regulatory agencies as required prior to commencement of reduction activities must approve controlled open air burning. The Debris Manager must approve DMS layout and ingress and egress plan.

- A.** The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include, but are not limited, to EPA and KDHE. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- B.** The Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and KDHE guidelines.
- C.** Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- D.** All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- E.** The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- F.** The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- G.** The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- H.** The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- I.** The Contractor is responsible for providing 24-hour DMS(s) security and fire tender.
- J.** The Contractor will only permit Contractor vehicles and others specifically authorized by the Procurer or its authorized representative on site(s).
- K.** The Contractor shall provide a tower(s) from which the Procurer or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP, Debris Site Tower Specifications.
- L.** The Contractor is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on DMS operations.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the Procurer's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer.

20.13. Haul-Out of Reduced Debris to an Approved Final Disposal Site

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a Procurer approved DMS(s) to a Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the Procurer for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-Procurer approved Final Disposal Site.

- A.** The Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the Procurer. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services. Depending on the volume of HHW per DMS location, the Procurer may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

20.14. Removal of Hazardous Leaning Trees and Hanging Limbs

- A.** Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the Procurer's ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the Procurer's ROW will be placed in the safest possible location on the Procurer's ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The Procurer will not compensate the Contractor for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the Procurer's ROW then The Contractor must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.
- B.** Hazardous trees will be identified by the Procurer or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the City ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 - 1.** The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare and safety.
 - 2.** The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 - 3.** Over 50 percent of the tree crown is damaged or broken and heartwood is exposed.
 - 4.** The tree has a split trunk that exposes heartwood.
 - 5.** Contractor must provide GPS coordinates and pictures depicting eligibility, size, and to verify before and after removal of hazardous trees.

- C. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the Procurer's ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
1. The limb is greater than two inches in diameter.
 2. The limb is still hanging in a tree and threatening a public- use area.
 3. The limb is located on improved public property.

20.15. Removal of Hazardous Stumps

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the Procurer's ROW. Further, debris generated from the removal of uprooted stumps existing on the Procurer's ROW will be transported to a Procurer approved DMS or a Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table.

- A. Hazardous stumps will be identified by the Procurer or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the Procurer's ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
1. Fifty percent or more of the root ball is exposed.
 2. The stump is on Procurer's ROW and poses an immediate threat to public health, safety or welfare.
- B. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services. Stumps with less than 50 percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 3 – FEMA Stump Conversion Table).
- C. Procurer's authorized representative will measure and certify all eligible stumps prior to removal.
- D. Contractor must provide GPS coordinates and pictures depicting eligibility, size, and to verify before and after removal of stumps.

20.16. Sand, Silt, and Debris Removal from Detention / Retention Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from Procurer's detention/retention structures and transport to a Procurer approved final disposal site in accordance with all federal, state, and local rules and regulations.

- A. For the purposes of this element, sand, silt, and debris existing in Procurer's detention/retention structures will be removed to a depth designated by the Procurer or the Procurer's authorized representative.
- B. Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to a Procurer approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

20.17. Household Hazardous Waste Removal Transport and Disposal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to the Debris Management Site (DMS).

- A. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- B. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the Procurer.

20.18. Row White Goods Debris Removal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a Procurer approved DMS, decontamination, and transportation to a Procurer approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the Procurer. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- A. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 - i. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- B. The Contractor shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- C. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a Procurer approved DMS for refrigerant removal by the Contractor's qualified technicians.

20.19. Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the Procurer's ROW to a Procurer approved Final Disposal Site. The Contractor shall coordinate activities with Procurer, and appropriate state agencies, if needed.

- A. Disposal of animal carcasses must be compliant with the State of Kansas Department of Agriculture, and KDHE rules for handling, solid waste, and air quality.

21. Other Debris Removal Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Procurer reserves the right to require the Contractor to dismiss or remove from the project any workers as the Procurer sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

22. Technical Specifications

- 22.1.** Notice to Proceed. The Procurer shall issue official written notice to proceed for the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, email, etc.). If the Contractor's authorized representative is on site in the Procurer's jurisdiction, then the written notice to proceed may be hand delivered. Under no circumstances shall the Procurer be liable for any services rendered unless the written notice to proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written notice to proceed.
- 22.2.** Changes in Scope of Work. The Procurer may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to this Contract.
- 22.3.** Drug Free Workplace. In the interest of job safety and to protect the general public, other contractors and the Procurer's employees from the consequences of accidents that are caused by worker abuse of controlled substances on Procurer's construction projects, the Contractor certifies by submission of its Proposal that it will make a good faith effort to maintain a drug-free jobsite.
- 22.4.** Mobilization. Within 18 hours of notice to proceed from the Procurer, the Contractor will mobilize an Operations Manager to the Procurer's jurisdiction. The Operations Manager will assist the Procurer in planning for the operation and mobilization of Contractor personnel and equipment necessary to perform the work. If the Contractor does not send an Operations Manager within 18 hours after the call by the Procurer, the Procurer may then go to the next RFP-approved Contractor for their services instead of using the first Contractor.
- 22.5.** Within 36 hours of notice to proceed from the Procurer, the Contractor shall mobilize equipment and resources in the Procurer's jurisdiction to begin debris removal operations as directed by the Procurer. As part of the Contractor's mobilization effort the Contractor shall provide an on-site office trailer for the duration of the project or as directed by the Procurer.
- 22.6.** Safety. The Contractor shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this Contract.
- 22.7.** On-Site Project Manager. The Contractor shall provide an on-site project manager to the Procurer. The project manager shall provide a telephone number to the Procurer 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 Debris Manager and/or authorized representatives. Daily meeting topics will include, but not be limited to, volume of debris collected, completion progress, Procurer coordination and damage repairs. The Debris Manager may adjust frequency of meetings. The Contractor project manager must be available 24 hours a day, or as required by the Debris Manager.

22.8. Equipment

- A.** 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 unloading 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.
- B.** Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, the Procurer's authorized representatives will inspect equipment prior to its use by the Contractor.
- C.** Debris shall be reasonably compacted into the hauling vehicle. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a Procurer approved DMS or a Procurer approved Final Disposal Site.
- D.** Trucks or equipment designated for use under this Contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances, will the Contractor mix debris hauled for others with debris hauled under this Contract.
- E.** Equipment used under this Contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the Debris Manager.
- F.** Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

22.9. Traffic Control. The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. The Contractor shall immediately correct any notification of a deficiency in traffic control or other safety items. No further work shall take place until the deficiency is corrected. Neither the Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

22.10. Rapid Response Crew. Contractor shall be required to provide the Procurer with access to one or more Rapid Response Crews (RRC) as directed by the Procurer. The purpose of the RRC is to respond immediately to disaster-related debris piles as directed by the Debris Manager or the Procurer's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster-related debris, which the Procurer deems a priority for overall recovery.

22.11. Work Hours. The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Procurer and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis.

22.12. Time of Completion. The services shall commence upon written notice to proceed from the Procurer. For each event in which this Contract is activated the Procurer and the Contractor will develop a project completion date. The project completion date may be revised if mutually agreed upon by the Procurer and the Contractor.

22.13. Liquidated Damages. Should the Contractor fail to complete requirements set forth in this scope of work, the Procurer will suffer damage. The amount of damage suffered by the Procurer is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the Procurer, as liquidated damages, the following:

- A.** The Contractor shall pay the Procurer, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the Procurer's jurisdiction with the resources required to begin debris removal operations, within 36 hours of notice to proceed.
- B.** The Contractor shall pay the Procurer, as liquidated damages, \$1,000.00 per load of disaster debris collected in the Procurer's jurisdiction that is not disposed of at a Procurer approved DMS or Procurer approved Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- C.** The Contractor shall pay the Procurer, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.
- D.** The Contractor shall pay the Procurer, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- E.** The Contractor shall pay the Procurer, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the Procurer and Contractor per DMS.
- F.** The Contractor shall pay the Procurer, as liquidated damages, \$100.00 per incident where the Contractor fails provide sufficient documentation to the Procurer to support federal, state, and local agency eligibility of the work performed. Additionally, no payment will be made for the work performed.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the Procurer should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

22.14. Damages. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the Procurer. If there is disagreement between a resident and Contractor as to the repair of damages, the Procurer shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the Procurer will result in the Procurer withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the Procurer deems the Contractor negligent in management practices, the Procurer may withhold from retainage money or invoice the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.

22.15. Existing Utilities

- A.** Some trees and debris that are to be removed under this Contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor shall pay all such costs to the utility company for any adjustments.
- B.** The Procurer may choose either to have the Contractor make the necessary repairs or have the Contractor pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately-owned utilities shall be made by the Contractor.

22.16. Debris Site Tower Specifications

- A.** The Contractor shall provide as many towers as designated by the Procurer at each dumpsite for the use of Procurer's authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Procurer or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 6, 7 and 8.
- B.** Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Debris Manager due to unsuitable conditions at the tower.

22.17. Facilities at DMS Locations: The Contractor shall provide as many portable toilets as designated by the Procurer at each dumpsite for the use of Procurer's authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor's Service Provider(s) throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items.

22.18. Ownership of Debris. All debris residing in the Procurer's ROW and Procurer provided DMS(s) shall be the property of the Procurer until final disposal at a properly permitted disposal site.

22.19. Environmental Protection. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

22.20. Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remains at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

- A.** The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Debris Manager. The Contractor shall comply in a timely manner with all directions of the Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- B.** The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- C.** The Contractor shall immediately report and document all incidents to the Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- D.** The Contractor must notify the Procurer regarding any fluid or chemical spillage so that the Procurer or its authorized representative can review and approve of the cleanup.

22.21. Documentation and Measurement:

- A.** The Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- B.** All Contractor trucks used for collection and hauling of debris from the Procurer's ROW to Procurer approved DMSs or Procurer approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Procurer or Procurer-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the Procurer of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a Procurer-authorized representative each time it returns to work from other contracts or communities.
- C.** The Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- D.** The Procurer or its authorized representative for recording volumes of debris removal will provide load tickets. The Procurer or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal will provide unit rate tickets. Only tickets designated and approved by the Procurer will be authorized for use.
- E.** Procurer encourages Contractor to utilize its electronic software system to generate load tickets (if it has been successfully used in prior disaster projects); however, if Contractor uses paper load tickets it shall be of a type that consists of one original and four carbon-copy duplicates.
- F.** Each ticket shall be used to document the location where the disaster-related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed. Contractor is responsible for ensuring all load and unit rate tickets capture the location of debris or where work was completed, collection/disposal date, disposal location, percentage load call or measurement and Procurer-authorized representative name and signature. The Procurer for incomplete load or unit rate tickets submitted for payment will make no payment.
- G.** An authorized representative of the Procurer at the collection site will issue load tickets. The Procurer-authorized representative will complete the applicable portion of the load ticket and submit electronically, or if using paper-carbon copy load tickets will provide all five copies to the vehicle operator. Upon arrival at the DMS or Procurer-approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Procurer- authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Procurer-authorized representative present at the DMS or Procurer approved Final Disposal Site. The Procurer- authorized representative will validate, enter the estimated debris quantity and sign the load ticket. A copy will be submitted to the Procurer electronically, or if Contractor utilizes paper- carbon copy load tickets, they will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.
- H.** Loads of processed (e.g., chipped) debris being hauled from a DMS to a Procurer approved Final Disposal Site will follow the same load ticket procedures. A Procurer authorized representative will initiate the load ticket at the DMS. Another Procurer authorized representative will validate and sign the ticket at the Procurer approved Final Disposal Site.
- I.** The Contractor shall give written notice of the location for work scheduled 24 hours in advance.