BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B3400014 **PRINT DATE:** 06/25/12 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1300305755
OMNI PINNACLE LLC
90 GLEN CT

PEARL RIVER, LA 70452
(985)863-2991

REFER QUESTIONS TO:

JOSEPH E PALECHEK
(410)767-3207
JOSEPH.PALECHEK@DGS.STATE.MD.US

ITB:	EXPR DATE: 07/06/13 POST DATE: 06/25/12	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

FUNDING WILL BE PROVIDED BY AGENCY(S) INITIATING TASK ORDERS ON A TASK BY TASK BASIS.

THIRD RENEWAL OPTION INITIATED:

SECOND RENEWAL EMARYLANDMARKETPLACE NO.: 74505

MODIFICATION #1 WILL PROVIDE THE ADDITION OF SNOW REMOVAL SERVICES FOR THE STATE OF MARYLAND AS THE RESULT OF A SNOW EVENT AND SHALL INCORPORATE ALL SECTIONS, SUB-SECTIONS AND ATTACHMENTS TO THIS CONTRACT AS APPLICIBLE FOR REGION A.

FIRST RENEWAL EMARYLANDMARKETPLACE NUMBER: 57802

ORIGINAL EMARYLANDMARKETPLACE NO.: 46332
PLEASE RETAIN ALL ATTACHMENTS FOR FUTURE REFERENCE.

VENDOR TELEPHONE NUMBER: DAVID MICELI (985) 960-1218
DMICELI@OMNIPINNACLE.COM OR NIGHESHA RICHARDSON (985) 863-2991

STATEWIDE CONTRACT
FOR
ON CALL VENDOR TO PROVIDE
DEBRIS REMOVAL IN EMERGENCY SITUATIONS
FOR REGION A

CONTRACT PERIOD: JULY 6, 2012 THROUGH JULY 5, 2013

BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	96871	EA	208,463.5000

SOLID WASTE DISPOSAL
THIS CONTRACT PROVIDES DEBRIS REMOVAL FOR EMERGENCY SITUATIONS; EXCLUDING HAZARDOUS MATERIALS, FOR REGION A (WESTERN MARYLAND REGION: ALLEGANY, GARRETT AND WASHINGTON COUNTIES), FOR THE REMOVAL, CLEARING, HAULING, HANDLING, SORTING, STORAGE AND DISPOSAL OF DISASTER GENERATED DEBRIS, FROM PUBLIC PROPERTY AND PUBLIC RIGHT OF WAYS. IMMEADIATELY AFTER A NATURAL OR MAN-MADE DISASTER.
THE EFFICIENT CLEARING, REMOVING, HAULING, SALT SPREADING OF LARGE VOLUMNS OF SNOW AND ICE FROM ROADWAYS, PARKING AREAS, ROOFS, SIDEWALKS, ENTRANCES AND STEPS AS THE RESULT OF A SNOW EVENT. THE STATE IS EXERCISING ITS THIRD OF FOUR (4), ONE (1) YEAR RENEWAL OPTIONS, BEGINNING 07/06/2012 THROUGH 07/05/2013, IN ACORDANCE WITH TERMS, CONDITIONS, REQUIED CONTRACT PROVISIONS AND SPECIFICATIONS.

CLEAR DEBRIS FROM TRAVEL LANES FOR REGION A:
UNIT COST: $238.00 PER/MILE

TRAVEL LANE DEBRIS REDUCTION BY CHIPPING FOR REGION A:
UNIT COST: $400.00 PER/MILE

DEBRIS REMOVAL & HAUL LESS THAN 15 MILES FOR REGION A:
UNIT COST: $8.23 PER/CUBIC YARD

DEBRIS REMOVAL & HAUL 16-30 MILES FOR REGION A:
UNIT COST: $8.83 PER/CUBIC YARD

DEBRIS REMOVAL & HAUL 31-60 MILES FOR REGION A:
UNIT COST: $9.45 PER/CUBIC YARD

DEBRIS REMOVAL & HAUL 61-90 MILES FOR REGION A:
UNIT COST: $10.50 PER/CUBIC YARD

DEBRIS REMOVAL & HAUL 91-120 MILES FOR REGION A:
UNIT COST: $12.00 PER/CUBIC YARD

REMOVAL OF TREE LIMBS LESS THAN 6 INCH DIAMETER FOR REGION A:
UNIT COST: $85.00 EACH/TREE

REMOVAL OF TREE LIMBS GREATER THAN 6 INCH DIAMETER FOR REGION A:
UNIT COST: $120.00 EACH/TREE

TREE REMOVAL LESS THAN 18 INCH DIAMETER FOR REGION A:
UNIT COST: $150.00 EACH

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B3400014 **PRINT DATE:** 06/25/12 **PAGE:** 03

LINE #	STATE ITEM ID	U/M	UNIT COST

TREE REMOVAL 18-36 INCH DIAMETER FOR REGION A:
UNIT COST: $250.00 EACH

TREE REMOVAL GREATER THAN 36 INCH DIAMETER FOR REGION A:
UNIT COST: $375.00 EACH

GRIND OR REMOVE TREE STUMP 24-35 INCH DIAMETER FOR REGION A:
UNIT COST: $150.00 EACH

GRIND OR REMOVE TREE STUMP 36-47 INCH DIAMETER FOR REGION A:
UNIT COST: $225.00 EACH

GRIND OR REMOVE TREE STUMP OVER 48 INCH DIAMETER FOR REGION A:
UNIT COST: $350.00 EACH

DRAINAGE DITCH DEBRIS REMOVAL, WIDTH LESS THAN 4 FEET FOR REGION A:
UNIT COST: $9.25 PER/LINEAR FOOT

DRAINAGE DITCH DEBRIS REMOVAL, WIDTH 4 TO 8 FEET FOR REGION A:
UNIT COST: $11.15 PER/LINEAR FOOT
DRAINAGE DITCH DEBRIS REMOVAL, WIDTH GREATER THAN 8 FEET FOR REGION A: UNIT COST: $12.50 PER/LINEAR FOOT

DEBRIS REMOVAL FROM DRAINAGE INLET FOR REGION A:
UNIT COST: $300.00 PER/CUBIC YARD

TDSRS SETUP, OPERATION, MANAGEMENT & SITE RESTORATION FOR REGION A:
UNIT COST: $1.95 PER/CUBIC YARD

AGENCY TDSRS OPERATION SUPPORT FOR REGION A:
UNIT COST: $1.45 PER/CUBIC YARD

TDSRS INSPECTION TOWER FOR REGION A:
UNIT COST: $4,500.00 EACH

PORTABLE TRUCK WEIGHT CERTIFICATION SCALES FOR REGION A:
UNIT COST: $150.00 EACH

DEBRIS HAULING FROM TDSRS LESS THAN 15 MILES FOR REGION A:
UNIT COST: $4.50 PER/CUBIC YARD

DEBRIS HAULING FROM TDSRS 16-30 MILES FOR REGION A:
UNIT COST: $5.25 PER/CUBIC YARD

DEBRIS HAULING FROM TDSRS 31-60 MILES FOR REGION A:

*** CONTINUED, NEXT PAGE ***

LINE #	STATE ITEM ID	U/M	UNIT COST

UNIT COST: $6.00 PER/CUBIC YARD

DEBRIS HAULING FROM TDSRS 61-90 MILES FOR REGION A:
UNIT COST: $7.00 PER/CUBIC YARD

DEBRIS HAULING FROM TDSRS 91-120 MILES FOR REGION A:
UNIT COST: $8.00 PER/CUBIC YARD

SORTING SALVAGABLES AND RECYCLABALES FOR REGION A:
UNIT COST: $4.00 PER/CUBIC YARD

VOLUME REDUCTION BY CHIPPING OR GRINDING FOR REGION A:
UNIT COST: $3.00 PER/CUBIC YARD

VOLUME REDUCTION BY AIR CURTAIN INCINERATION FOR REGION A:
UNIT COST: $2.50 PER/CUBIC YARD

VOLUME REDUCTION BY OPEN BURNING FOR REGION A:
UNIT COST: $2.25 PER/CUBIC YARD

DEAD ANIMAL CARCASS DISPOSAL FOR REGION A:
UNIT COST: $20.00 PER/TON-MILE

****
SNOW AND ICE REMOVAL - LABOR

HAND LABOR FOR REGION A:
UNIT COST: $50.00 PER/HOUR

SALT HAULER FOR REGION A:
UNIT COST: $50.00 PER/HOUR

SALT SPREADER FOR REGION A:
UNIT COST: $50.00 PER/HOUR

SNOW CLEARING FOR REGION A:
UNIT COST: $50.00 PER/HOUR

SNOW HAULING FOR REGION A:
UNIT COST: $50.00 PER/HOUR

ICICLE CLEARING (BUILDING OVERHANGS) FOR REGION A:
UNIT COST: $50.00 PER/HOUR

ROOF CLEARING FOR REGION A:
UNIT COST: $50.00 PER/HOUR

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STATE OF MARYLAND

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BPO NO: 001B3400014 **PRINT DATE:** 06/25/12 **PAGE:** 05

LINE #	STATE ITEM ID	U/M	UNIT COST

LABORERS - TRAFFIC CONTROL FOR REGION A:
UNIT COST: $35.00 PER/HOUR

PROJECT FOREMAN FOR REGION A:
UNIT COST: $85.00 PER/HOUR

TRUCK DRIVER FOR REGION A:
UNIT COST: $45.00 PER/HOUR

SNOW AND ICE REMOVAL - EQUIPMENT

ONE (1) TON TRUCK EQUIPPED W/PLOW AND SALT SPREADER FOR REGION A:
UNIT COST: $145.00 PER/HOUR

ONE (1) TON TRUCK W/DUMP CAPABILITIES FOR REGION A:
UNIT COST: $145.00 PER/HOUR

DUMP TRUCK 12 TO 20 TON W/DUMP CAPABILITIES FOR REGION A:
UNIT COST: $175.00 PER/HOUR

TANDEM DUMP TRUCK W.DUMP CAPABILITIES FOR REGION A:
UNIT COST: $150.00 PER/HOUR

TANDEM DUMP TRUCK W/PLOW AND SALT SPREADER FOR REGION A:
UNIT COST: $175.00 PER/HOUR

THREE QUARTER (3/4) TON TRUCK W/PLOW AND SALT SPREADER FOR REGION A:
UNIT COST: $95.00 PER/HOUR

THREE QUARTER (3/4) TON TRUCK W/DUMP CAPABILITIES FOR REGION A:
UNIT COST: $100.00 PER/HOUR

BUCKET TRUCK FOR REGION A:
UNIT COST: $75.00 PER/HOUR

FRONT END LOADER/BACKHOE FOR REGION A:
UNIT COST: $105.00 PER/HOUR

MOTOR GRADER FOR REGIONS A:
UNIT COST: $105.00 PER/HOUR

RUBBER TIRE BOBCAT FOR REGION A:
UNIT COST: $70.00 PER/HOUR

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STATE OF MARYLAND

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LINE #	STATE ITEM ID	U/M	UNIT COST

SKID STEER FOR REGION A:
UNIT COST: $70.00 PER/HOUR

SNOW BLOWER TRUCKS FOR REGION A:
UNIT COST: $175.00 PER/HOUR

TRUCKS W/MOUNTED SNOW BLOWERS FOR REGION A:
UNIT COST: $125.00 PER/HOUR

SNOW DRAGON RM-90 FOR REGION A:
UNIT COST: $250.00 PER/DAY

SNOW DRAGON RM-900 FOR REGION A:
UNIT COST: $300.00 PER/DAY

SNOW DRAGON RM-1800 FOR REGION A:
UNIT COST: $350.00 PER/DAY

SNOW DRAGON RM-5400 FOR REGION A:
UNIT COST: $500.00 PER/DAY

WALK BEHIND SNOW AND ICE REMOVAL EQUIPMENT FOR REGION A
UNIT COST: $75.00 PER/HOUR

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 30-0305755

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

******** LAST PAGE ********

AUTHORIZED BY: _____ **DATE:** 6/25/2012

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

NOTICE: FOR INFORMATIONAL PURPOSES ONLY

This contract for debris removal was developed by the Department of General Services in order to have contractors and task order methods in place in the event of an emergency that requires such services. This contract is available for use by other State agencies, counties, and municipalities; however the use of this contract by governmental entities other than the Department of General Services is not mandatory.

Any governmental entity that instead performs its own emergency procurements for services of this nature may find the specifications, market prices, bidders, terms and conditions, and other parts of this contract a useful guide when conducting its own emergency procurement in accordance with its own procurement procedures.

SPECIFICATIONS C

SOLICITATION NO. DGSS0252322

DEPARTMENT OF GENERAL SERVICES DEBRIS REMOVAL FOR EMERGENCY SITUATIONS FOR

REGION A - WESTERN MARYLAND ALLEGANY, GARRETT AND WASHINGTON COUNTIES

INFORMATION TO BIDDERS

Minority Businesses Are Encouraged to Respond to this Solicitation

1. A pre-bid conference has been scheduled for **April 8, 2009 at 10:00 a.m.** You are strongly encouraged to attend, although attendance is not mandatory. **The pre-bid conference will be held at the Department of General Services, 14th Floor Executive Conference Room, Room 1402, 301 W. Preston Street, Baltimore, Maryland 21201.** For more information pertaining to the pre-bid, please contact Joseph Palechek **at 410-767-3207.**

2. **THE BID DUE DATE IS: March 22, 2009 @ 4:00 P.M.**

3. **Acceptance of Bids:**

   Bids for this solicitation are only accepted electronically online, all items to be submitted with the bid will be accepted online with the bid, hand carried or mailed to the attention of the Procurement Officer in a sealed envelope prior to the bid opening.

   Any reference in Sections A, Terms and Conditions or B, Contract Provisions regarding the submission of bids in hard copy format are non applicable.

   Bidders should not provide any comments in the comments box for each line item. If comments are provided the bid may be determined to be non-responsive. Questions or comments should be submitted to the Procurement Office prior to bid opening.

   If you have any questions regarding this, contact the Procurement Officer, Joseph Palechek (410) 767-3207.

4. The Bid Proposal Affidavit, Contract Affidavit and DGSMBE-01A, MBE Utilization & Fair Solicitation Affidavit Form are provided with the bid document files. Complete the Bid Proposal Affidavit and DGSMBE-01A and attach to bid documents in eMM. The Contract Affidavit form will be executed with the successful bidder.

5. Print out all forms and attachments and carefully review the entire solicitation. After bids are opened you will no longer be able to access this solicitation. Retain the attachments for your files.

6. The Blanket Purchase Order (BPO) issued as a result of the invitation to bid (ITB) and any subsequent amendments, modifications or options issued relevant to the ITB or BPO, shall comply with all of the terms, conditions and specifications issued with the ITB and are incorporated in and made part of the BPO.

7. If you are a Department of Transportation Certified Minority Business or a Small Business registered with the Department of General Services, please provide your certification numbers in the comments and/or attachments section with your bid response.

Your response to the solicitation shall be submitted with the understanding that bidder shall comply with federal and state OSHA regulations, the State of Maryland Procurement Regulations in effect at the time of submission, and the instructions provided herewith. Bids must be valid for 90 days unless otherwise provided in the bid documents. Multiple or alternate bids are not acceptable.

SECTION C – SPECIFICATIONS
DEBRIS REMOVAL FOR EMERGENCY SITUATIONS

1.0 GENERAL REQUIREMENTS
1.1 Type of Contract
1.2 Authorizing Agencies
1.3 Term of Contract
1.4 Qualification of Bidders
1.5 Bidder Inquiries
1.6 Contract Activation
1.7 Task Orders
1.8 Negotiated Rates
1.9 Operations Management

2.0 EMERGENCY DEBRIS CLEARANCE FROM TRAVEL LANES
2.1 Urgency
2.2 Clearing Load Tickets
2.3 Method of Measurement & Payment

3.0 DEBRIS REMOVAL & DISPOSAL
3.1 Debris Classifications
3.2 Tree & Limb Removal
3.3 Debris Removal from Drainage Systems
3.4 Removal of Tree Stumps
3.5 Household and Other Hazardous Waste
3.6 Dead Animal Carcasses
3.7 Human Remains
3.8 Load Tickets
3.9 Method of Measurement & Payment

4.0 TEMPORARY DEBRIS STORAGE AND REDUCTION SITES
4.1 Site Management and Supervision
4.2 Site Setup, Preparation, Closeout and Restoration
4.3 Inspection Tower
4.4 Site Operations
4.5 Household Hazardous Waste Containment Areas
4.6 Recycling & Salvage
4.7 Reporting & Documentation
4.8 Method of Measurement & Payment

5.0 EQUIPMENT REQUIREMENTS
5.1 Hand loaded Vehicles
5.2 Securing Loads
5.3 Equipment Signage
5.4 Load and Speed Limitations

6.0 SPECIAL CONSIDERATIONS

6.1 Damage to Public or Private Property
6.2 Construction Safety & Health Standards
6.3 Federal Aid Highways
6.4 Traffic Control Requirements
6.5 Private Property Access
6.6 Debris Collection Efficiency and Cleanliness
6.7 Hazardous Materials

7.0 CONTRACT REQUIREMENTS

7.1 Bid Bond & Performance Bond
7.2 Contractor Liability
7.3 Price Escalation, Changes, Additions, Extra Work
7.4 Deficiencies, Corrective Actions and Deductions
7.5 Warranties and Representations
7.6 Small and Minority Business
7.7 Living Wage
7.8 Emaryland Marketplace
7.9 Recommendation of Award

ATTACHMENTS & ENCLOSURES

Attachment 1 – Price Proposal Form
Attachment 2 – Sample Load Ticket
Attachment 3 – Truck Load Reductions
Attachment 4 - TDSRS Setup, Operation and Closeout Guidelines
Attachment 5 - TDSRS Safety Audit Form
Attachment 6 – Sample Stump Measurement Conversion Table
Attachment 7 – Required FHWA Federal-Aid Construction Contract Provisions
Attachment 8 – Bid Tabulation Quantity Form

1.0 GENERAL REQUIREMENTS

The purpose of this contract is to solicit sealed proposals to provide statewide emergency debris removal services with the State of Maryland (hereinafter referred to as the STATE) for the clearing, removal, handling, hauling, sorting, temporary storage, and disposal of disaster generated debris (excluding hazardous materials, household putrescible garbage, and household hazardous waste) from public property and public right-of-ways immediately after a hurricane, natural disaster, or man-made incident. This contract is soliciting these services for one or more of five (5) regions to include associated agencies and political subdivisions located within or compromising these regions respectively.

The objective of this contract is to secure the services of experienced CONTRACTORS who are capable of efficiently clearing and removing large volumes of disaster generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful CONTRACTORS must be capable of assembling, directing, and managing a work force that can complete the removal of 2 million cubic yards (CY) of debris from any combination of AGENCIES in identified regions in a maximum of 90 calendar days and complete all disposal operations within 180 calendar days. Authorized agencies include state agencies and political subdivisions of the STATE which may be cities, counties and towns (hereinafter referred to as AGENCIES) or authorized users. If a CONTRACTOR accepts task orders that are likely to exceed 2 million cubic yards of debris, the CONTRACTOR must provide evidence to all interested AGENCIES showing that the assembled workforce can undertake the additional work without jeopardizing the above time requirements.

DGS intends to award multiple contracts to multiple contractors in accordance with Indefinite Quantity contracts (COMAR 21.06.03.06.A.2) as a result of this solicitation.

The STATE intends to execute multiple debris removal and disposal contracts for each of the five identified regions on a standby basis for the purpose of having CONTRACTORS immediately available and committed to assist the AGENCIES in the aftermath of a major disaster. Each CONTRACTOR holding a debris removal and disposal contract will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use their own and subcontractor resources to meet the obligations of the contract. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Disposal must be accomplished utilizing permitted landfills. Mobilization of contractor resources including transportation and lodging will be a reimbursable expense as long as the contractor has an authorization to proceed from the STATE or a participating agency. If the CONTRACTOR decides to mobilize equipment and personnel without an authorization to proceed, the costs will be at the CONTRACTOR'S expense and will not be charged back to the STATE or participating agency. All costs associated with mobilization and demobilization will require back-up documentation in the form of receipts, invoices etc.

A basic assumption of this contract is that a CONTRACTOR who is capable of managing the debris and infrastructure damage associated with the various hurricane categories

associated with the seven regions described above, will also be capable of coping with the damage created by other types of man-made and natural disasters. The CONTRACTOR must have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The CONTRACTOR shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries.

The CONTRACTOR must be duly licensed to perform the work in accordance with the requirements of the Annotated Code of the State of Maryland. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what additional permits are necessary to perform under the contract, but at the minimum must obtain a business license and contractor's license, within ten (10) days after activation of the contract, and submit copies to the AGENCY where services are to be performed.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the AGENCIES.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, or local governments or agencies, or of any public utilities or other private contractor.

The STATE and/or AGENCY reserve the right to inspect work sites, verify quantities, and review CONTRACTOR operations at any time.

All work must be performed in compliance with FEMA guidance and policies found in Public Assistance Debris Management Guide, FEMA-325, July 2007 and the 9500 series and associated amendments.

The CONTRACTOR shall ensure that wherever non-English-speaking crews are utilized, at least one crew supervisor must be fluent in English.

The STATE'S goal is to use as many contractors as are available within each designated region to complete the removal of the estimated cubic yards of debris within 90 calendar days and to complete all disposal and recycling operations within 180 calendar days. This assumes that the entire region will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several days after a major natural disaster. The CONTRACTOR must be aware that it might not be

possible to initiate operations in all parts of the area simultaneously immediately after a storm.

1.1 Type of Contract

The contract to be awarded will be a standby contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the contract is activated via a task order, either in anticipation of a natural disaster or immediately after a natural or man-made disaster.

Potential CONTRACTORS are solely responsible for their own costs of developing the proposal associated with this contract. In addition, a CONTRACTOR who receives a standby contract for the work will be required to participate in certain disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the STATE or the AGENCIES.

1.2 Authorized Agencies

Authorized agencies include state agencies and political subdivisions of STATE, which may be cities, counties, and towns (hereinafter referred to as AGENCIES. Task orders initiated by these AGENCIES will apply only within the jurisdictional boundary or service area of the initiating AGENCY. Temporary debris storage and reduction sites (TDSRS) and permitted landfills within neighboring jurisdictions shall not be presumed to be available for the CONTRACTOR'S use unless so specified within the task order.

These AGENCIES will also receive, and process for payment, all invoices for services performed under their task orders.

1.3 Term of Contract

The contract shall be for a period of one (1) year beginning on or around June 22, 2009 and ending June 21, 2010 with four (4) one (1) year renewal options at the discretion of the State of Maryland. Bidders shall offer firm fixed prices with escalation provisions for the full term of the contract. (See Price Escalation provisions clause).

1.4 Qualification of Bidders

The bidder shall have no less than three (3) years of successful experience as defined by the Procurement Officer in providing similar scope of service as required by these detailed specifications. The experience of officers gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility.

The bidders shall submit with their bid, the firm's names, addresses, phone numbers and the name of the contact person for at least three (3) references. Any other information the bidder feels necessary to establish adequate responsibility may also be submitted. The Procurement Officer will evaluate and determine the responsibility of the bidder.

For the purpose of information and coordination, the contractor will include a brief narrative describing the number, size and type of equipment the contractor intends to make available for this project.

Equipment will be evaluated for capacity to ensure that maximum level of compaction can be achieved to facilitate expeditious removal of debris for various types of events.

1.5 Bidder Inquiries

Questions should be submitted, in writing, to the DGS Procurement Officer via email at joseph.palechek@dgs.state.md.us. Pertinent questions and the respective answers will be posted on EmarylandMarketplace.

1.6 Contract Activation

When a major disaster occurs or is imminent, the STATE will initially notify selected CONTRACTORS. This notification will serve to activate the lines of communication between the CONTRACTOR representatives and the STATE and may require the CONTRACTOR to send an Operations Manager to the STATE within 24 hours to begin planning for operations and mobilization, as well as pre-staging of resources as required. Subsequently, the STATE will identify those AGENCIES who are authorized to issue further task orders to the CONTRACTOR. The first task order issued by an AGENCY will authorize the CONTRACTOR to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. This first AGENCY task order will also direct the CONTRACTOR to execute the required performance and payment bonds and will provide the necessary cost estimate.

Specific work authorizations by the AGENCIES will be through written task orders. Task orders will define the job to be accomplished, location of job, time frame for completion, rates to be used, etc.

The first task order from the STATE should be received by the CONTRACTOR and AGENCIES within the first 24 hours following landfall of a hurricane or occurrence of other disaster. Additional task orders will be issued by those AGENCIES indicated in the STATE'S order for the debris clearing, removal, reduction, and disposal, within the boundaries of that Agency's region. CONTRACTOR invoices for services performed under any task order issued by an AGENCY should be presented for payment to that AGENCY. The CONTRACTOR shall provide an Operations Supervisor for each AGENCY that initiates a task order for services. This Operations Supervisor will coordinate all activities of the CONTRACTOR within the boundaries of the AGENCY and with the AGENCY'S staff.

Modifications to the contract may be negotiated by an AGENCY and transmitted to the STATE'S Contract Manager (CM) for review and approval. If no objection is received within 24 hours the AGENCY and CONTRACTOR may proceed. The STATE will determine if a change negotiated by one AGENCY has applicability to other AGENCIES. All contract amendments and modifications shall be made in writing.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization task order, meeting the following progress patterns: 36 hours—25%; 72 hours—50%; 108 hours—75%; and 144 hours—100%, unless otherwise negotiated. This

represents a minimum response schedule and does not restrict an earlier response. Subsequently, the STATE and the AGENCIES may issue additional task orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each task order for those cities, counties, towns and state agencies authorized by the STATE as AGENCIES. Each task order will be uniquely and sequentially numbered by each AGENCY.

Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. The CONTRACTOR will be responsible for determining the method and manner of debris removal operations, consistent with this Scope of Work.

The CONTRACTOR will be responsible for the lawful disposal of all debris and debris reduction byproducts generated at all temporary debris storage and reduction sites. The terms temporary debris storage and reduction site (TDSRS) and debris management site (DMS) are both frequently used in the business of debris management. This contract will primarily use the term temporary debris storage and reduction site, but the terms are considered to be synonymous.

1.7 Task Orders

Each required service will be summarized in a Task Order Request that will be issued, as needed, throughout the term of the DGS Master Contract. The contractors placed on the DGS Master Contract will be asked to respond to a Task Order Request. Task Order request will initially be sent to the lowest bidder based on the prices received for this solicitation. If Contractor declines, the Agency may continue moving down the pre-qualified Contractors list based on prices received in the original solicitation. Negotiations during the Task Order request stage may be conducted to reach an acceptable price that FEMA/MEMA would considerable a reasonable price.

A Task Order Request will be generated by the contractor explaining how the task will be accomplished to include categories, equipment, labor, equipment, etc. previously approved in the Master Contract. A specific Task Order Agreement will then be entered into between the AGENCY and the CONTRACTOR, which will bind the CONTRACTOR to the contents of its Task Order response, including items previously approved by Master Contract for the task. Neither a Task Order, a Task Order Request, a CONTRACTOR'S response to a Task Order Request, nor a Task Order Agreement, may in any way conflict with or supersede the DGS Master Contract.

Task Order Requests initiated by the AGENCY shall define the scope and requirements. At a minimum, each Task Order Request will contain the following information:

1. The due date, time, and place for responding to the Task Order;
2. Technical requirements;
3. Performance objectives;
4. Specific information to be provided as requested by the Debris Project Manager;
5. List of equipment needed for task;

6. Breakdown of anticipated project cost;
7. Estimated performance period to include start and end dates;
8. State resources (people, equipment and supplies) to be allocated for the task order;
9. Location where work will be performed;
10. Minority Business Enterprise Goal.

If the contractor fails to respond or actually submit a Task Order Response within 24 hours (which will depend on the type of event) of notification, the contractor shall explain in writing why to the State Contract Manager. Failure to submit Task Order Responses may lead to termination of the contract for default. The CONTRACTOR may be responsible for any monies incurred by the Department for not responding to Task Order Request.

Work shall be initiated only upon issuance of a fully executed Task Order Agreement and a Notice to Proceed authorized and issued to the CONTRACTOR'S representative by the AGENCY Debris Contract Manager and/or designee.

The CONTRACTOR must respond to each Task Order Request. When the Contractor submits a Task Order Response, the Contractor shall do so in conformance with the requirements of the Master Contract and the Task Order Request.

The contract resulting from this procurement provides the overall framework for issuing, responding to and awarding work under Task Order's. This contract includes all general AGENCY terms and conditions, unit prices, etc. as previously approved and all other details or circumstances which control all aspects of Task Order's. This contract will incorporate the entire solicitation, including any addenda, and all or indicated portions of the selected CONTRACTORS bid submission.

The TASK Order will identify the CONTRACTOR'S performance schedule, including identifying hours of operations, and time allotted for completion.

The STATE makes no guarantee that it will purchase any service from any resulting contract. This contract will not be construed to require the STATE to procure exclusively from the CONTRACTOR. The STATE reserves the right to procure goods and services from other sources when it is in the best interest of the STATE to do so and without notice to the CONTRACTOR.

At the time of award CONTRACTOR shall designate, in writing, a Work Site Agent to receive any Notice required hereunder and who shall be available at the local work site during all times that the CONTRACTOR is performing the work in accordance herewith. A copy of said designation shall be provided to the Procurement Officer or AGENCY Debris Project Manager and/or designee at the time of the event at the time of award.

The only STATE personnel authorized to receive any Notice required hereunder are the Procurement Officer or the AGENCY Debris Project Manager and/or designee at the time of the event. Said Notice must be hand delivered during normal business hours.

When performing a task order using hourly prices the CONTRACTOR shall submit a report to the AGENCY'S Debris Project Manager by 11:00 a.m. each business day, for the previous day's work for the term of the task order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name;
2. Contract Number;
3. Task Order Number;
4. Daily and cumulative hours for each piece of equipment, if appropriate;
5. Daily and cumulative hours for personnel, by position, if appropriate;
6. Volume of debris handled;
7. Volume of debris recycled.

Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AGENCY.

1.8 Negotiated Rates

When the CONTRACTOR is required to perform work due to additions or for changes to the Contract for which there are no applicable unit prices, the AGENCY and CONTRACTOR will make every effort to come to an agreed price for the performance of the work. Negotiated prices for items of work not specifically included in this contract should be determined during Task Order preparation whenever possible. Negotiated payments for items of work provided for, or similar to, items of work in this contract may not exceed the bid rate established in the proposal bid for this contract.

If an agreement is not reached prior to the time that work must begin, the AGENCY may elect to give written notification to the CONTRACTOR to proceed with the work on a force account basis while continuing to pursue a negotiated settlement. Failure to reach agreement prior to the completion of the work will necessitate that the work be completed and compensated in conformance with the following:

1. Labor

Before any force account work begins, the AGENCY and the CONTRACTOR must agree on the hourly labor rates for all laborers and foremen to be engaged in the work. The number of laborers and foremen engaged in the work will be subject to regulation by the AGENCY and shall not exceed the number the AGENCY deems most practical and economical for the work. For all labor and foremen in direct charge of the force account work, excluding general superintendence, compensation will be as follows:

a. Certified Pay Rate. The CONTRACTOR shall receive the hourly pay rate shown on the Certified Payrolls for each hour that labor and foremen are actually engaged in the work. Hourly pay rates that exceed those previously agreed upon must be authorized by the AGENCY. Submit certified payrolls in conformance with the Contract Documents.
b. Fringe Benefits. The CONTRACTOR shall receive the direct cost for fringe benefits that are required by collective bargaining agreements or other employment Contracts and that are not included in the certified hourly pay rate.
c. Payroll Burden. The CONTRACTOR shall receive the following indirect costs at the applicable percentage of the certified hourly pay rate: Social Security Tax; Medicare Tax; Unemployment Taxes; Worker's Compensation Insurance; Contractor's Public Liability Insurance; Contractor's Property Damage Liability Insurance.
d. Overhead and Profit on Labor. The CONTRACTOR shall receive an allowance of 18 percent of the sum total of (a), (b), and (c).

To substantiate the cost for (b) and (c), the CONTRACTOR shall furnish the AGENCY a certified itemized breakdown. Instead of submitting an itemization for (c), the CONTRACTOR may elect to receive for Payroll Burden an amount equal to 20 percent of the certified hourly pay rate.

2. Materials.

For materials required to perform the work and accepted by the AGENCY, the CONTRACTOR shall receive the actual cost of the materials delivered on the work including tax and transportation charges paid by the CONTRACTOR (exclusive of machinery rentals as specified in (3) below).

In addition, the CONTRACTOR will be allowed 18 percent of the actual cost of materials, tax, and applicable transportation charges.

To substantiate materials and transportation cost, original receipted invoices shall be submitted.

If the materials used in the force account work are not specifically purchased for the work but are taken from the CONTRACTOR'S stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit from the

CONTRACTOR that shall certify that the materials were taken from the CONTRACTOR'S stock, that the quantity claimed was actually used, and that the price and transportation cost of the material as claimed represents the actual cost.

The AGENCY reserves the right to furnish materials as it deems appropriate, and the CONTRACTOR shall have no claim for any costs, overhead, or profit on these materials.

3. Equipment.
For all equipment other than small tools, the CONTRACTOR shall receive rental rates as established herein and agreed to in writing before the work is begun for the actual time the equipment is in operation on force account work. Transportation costs directly attributable to force account work will be allowed. For the purpose of definition, equipment with a new cost of one thousand dollars ($1000) or less will be considered small tools.

   a. CONTRACTOR Owned Equipment. For all equipment utilized on force account work, the hourly rate for each piece of equipment and attachments will be the Blue Book monthly rate for the make and model multiplied by the appropriate rate adjustment factor, divided by 176, plus the hourly operating costs. The CONTRACTOR shall furnish to the AGENCY a complete description, including the serial numbers and year of manufacture, for all pieces of equipment used on force account work.

      The hourly rate for each piece of equipment will be the sum of the base machine rate, attachment rate, and operating rates established in the Rental Rate Blue Book for Construction Equipment current at the time the equipment is used.

   b. Equipment Rented Exclusively for Force Account Work. In cases where a piece of equipment is rented or leased by the CONTRACTOR from a third party exclusively for force account work, the actual invoiced amount will be paid when the rates are reasonably in line with established rental rates for the equipment in question and are approved by the AGENCY.

      In addition, the CONTRACTOR will be allowed 5 percent of the actual invoiced amount.

   c. Moving Equipment. When it is necessary to obtain equipment exclusively for force account work from sources beyond the project limits, the cost of transferring the equipment to the site of the work and return will be allowed as an additional expense. Where the move requires the use of a hauling unit, the move in allowance will be limited to the rental rate for the hauling unit, as computed in (3) (a) above, plus operator wages.

When equipment is transferred under its own power, the moving allowance will be limited to half the hourly rental rate, as computed in (3) (a) above, plus operator's wages. If the move out is to a different location, payment will in no instance exceed the amount of the move in. Move in allowance will not be made for equipment brought to the project for force account work if it is subsequently retained on the project and utilized for Contract items or related work.

d. Standby Time. Standby rates shall apply when a piece of equipment is required to remain on the project on standby status when authorized by the AGENCY. When a unit works for a portion of a day and is on standby for a portion, the total time allowed shall not exceed 8 hours for that day. Standby rates shall be half of the normal hourly base rates without the operating expenses. Standby rates shall not exceed 8 hours per day and will be allowed for working days only.

   Equipment that is required to be on the project for transporting personnel or materials will be paid at the hourly rental rate for the actual hours per day it is utilized, with the remainder being standby time as computed above.

   No compensation will be allowed for equipment that is inoperable due to breakdown.

4. Subcontracting.
   The CONTRACTOR shall receive the cost of work performed by a subcontractor as determined in (1), (2), and (3). In addition, the Contractor will be allowed an allowance of five hundred dollars ($500) or 8 percent of the total combination of (1), (2), and (3), whichever sum is greater.

5. Compensation.
   The compensation as specified in (1) through (4) above shall be received by the CONTRACTOR as payment for work done on a force account basis, which shall be full compensation for all costs associated with the force account including overhead and profit for the work performed.

At the end of each days work on any Force Account, the AGENCY representative and CONTRACTOR'S representative must complete a Daily Force Account Report. This report must be signed by both the AGENCY representative and the CONTRACTOR'S representative on a daily basis. Daily Force Account Reports for work performed and signed by a subcontractor, must also be signed by the CONTRACTOR. Each party shall retain a copy as substantiation of all labor, equipment, and materials used in the performance of the Force Account work.

1.9 Operations Management

Planning for debris management operations is a function of the STATE agencies and political subdivisions. The AGENCIES may also use their own forces and equipment to

assist with clearing, removal and disposal of disaster generated debris in addition to any services that they may request through the STATE from the CONTRACTOR. The AGENCIES within each region who activate and manage the contract will assign a Contract Manager (CM) and will establish and staff a Contract Management Center (CMC) in areas of the regions that they are responsible for as appropriate. Each AGENCY will assign a Debris Manager (DM) and will establish a debris management staff. The CMC will provide overall coordination between the AGENCY and the Debris Managers (DM's). The STATE will be the primary point of contact for the CONTRACTOR up to, and including, issuance of the first task order which authorizes AGENCIES to issue subsequent task orders. The STATE will thereafter resolve overall contract administration and regional issues between AGENCIES using this contract. Following issuance of the initial task order by the STATE, individual AGENCIES will assume primary coordination authority with the CONTRACTOR for all task orders issued by them.

The CONTRACTOR'S OM shall also assign and provide an Operations Supervisor for each AGENCY that initiates a task order. These subordinate operations supervisors are responsible to the CONTRACTOR'S Operations Manager and serve as the CONTRACTOR'S day-to-day point of contact and representative with the AGENCY. The CONTRACTOR'S OM can assume the duties of Operations Supervisor if task orders are received from only one AGENCY. Depending upon the magnitude and complexity of the debris removal operations, it may be permissible to allow an individual Operations Supervisor to represent the CONTRACTOR and his/her Operations Manager with more than one AGENCY. Multiple assignments for Operations Supervisors require approval of all affected AGENCIES. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall meet with the AGENCY Debris Project Manager and/or designee at the time of the event to discuss operations, planning, logistics, and cost of the debris operations. After the actual scope has been defined the AGENCY Project Manager will assign a task order to the prime. The CONTRACTOR must communicate with the AGENCY Project Manager to ensure quick implementation of the debris removal operations.

The CONTRACTOR will take all debris to the closest identified disposal site, or another location designated by the AGENCY, for measurement, sorting, and/or disposal. The AGENCY will identify TDSRS sites during Task Order negotiations.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Invoices for specific work performed by the CONTRACTOR must be submitted to the AGENCY within 30 days of completion.

The STATE reserves the right to require the CONTRACTOR to replace any CONTRACTOR personnel. Any CONTRACTOR personnel found in violation of any security or other essential policies and practices, may be escorted immediately from the premises and may not be allowed to return. The CONTRACTOR will be responsible to replace such personnel immediately but not more than 48 hours after termination.

2.0 EMERGENCY DEBRIS CLEARANCE FROM TRAVEL LANES

The CONTRACTOR may be tasked to assist an AGENCY with the initial clearing of debris from travel lanes in order to re-establish the movement of traffic. Lane clearing will normally mean simply pushing the debris off the paved surface area and onto the shoulder, sidewalk or edge of the right-of-way. Where necessary to clear intersections, driveways, fire hydrants or similar facilities, relocation of debris to nearest available open area, not to exceed one mile, is authorized. Payment for this lane clearing work is provided under *Item 1 – Clear Debris from Travel Lane* of the Price Proposal Form (Attachment 1). This clearing work, when authorized, may precede by several days or weeks the actual removal and disposal of that same debris from the right-of-way. Payment for the performance of clearing work, may therefore, be handled separately from debris removal and disposal work that is paid under debris removal Items 3 through 7.

In undeveloped locations, where hauling or eventual removal of debris from the right-of-way is not required, any essential debris reduction can be conducted on-site by chipping, and will be paid under *Item 2 – Travel Lane Debris Reduction by Chipping*.

The AGENCY will determine the location and quantity of lane clearing work required. In the event that the AGENCY determines that debris removal operations are to be done concurrently with debris clearing operations, on any particular street or highway, then payment for all work on that section of street or highway will be made under Items 3 through 7.

2.1 Urgency

Lane clearing operations can be expected to be very urgent and of the highest priority. In order to be effective lane clearing activities must commence immediately following the disaster and be in full operation within 24 hours. If an AGENCY notifies the CONTRACTOR that lane clearing assistance is required, the CONTRACTOR shall immediately determine the scope of work required, activate sufficient resources, and mobilize manpower and equipment within 24 hours. Unit prices for lane clearing tasks should reflect this anticipated urgency.

2.2 Clearing Load Tickets

The load ticket provided by Attachment 2 will be used to document quantities of clearing work performed. The portion of the load ticket titled "Pick-Up Location" will be used to indicate the sections of roadway cleared and the resultant lane miles. The portions of the load ticket that pertain to debris hauling and disposal operations can be crossed out, as

appropriate. Clear distinction must be provided on the load tickets regarding road name and sections cleared. Federal Aid Highways must be distinguished from non-Federal Aid Highways for purposes of reimbursement. The AGENCY'S loading site monitor will provide information regarding the location of any and all Federal Aid Highways.

In the event that vegetative debris is reduced at undeveloped locations, the Load Ticket should be noted accordingly.

2.3 Method of Measurement & Payment

ITEM 1 – CLEAR DEBRIS FROM TRAVEL LANE
Unit of Measurement: Lane miles

This item includes all labor, equipment, materials, traffic control, supervision, and incidentals necessary to remove any type of debris from travel lanes as directed to restore traffic. This item includes hauling debris to the nearest available open area only when necessary to clear intersections, driveways, and other essential facilities.

A lane mile is defined as the linear mile length of travel lane at a standard lane width of twelve (12) feet. Debris cleared from shoulders will be eligible for payment prorated upon average shoulder width. Payment for clearance of debris beyond the edge of paved surfaces shall be considered incidental to this item.

The CONTRACTOR will be directed by the AGENCY to either dispose of this material on scene by chipping, or haul it to a designated TDSRS. If the material is required to be hauled and disposed of to a designated TDSRS, the CONTRACTOR shall be eligible for haul payment of the cubic yards removed under Items 3 through 7 in addition to the aforementioned payment for clear debris from travel lane.

ITEM 2 - TRAVEL LANE DEBRIS REDUCTION BY CHIPPING
Unit of Measurement: Lane miles

This item includes all labor, equipment, materials, traffic control, supervision, and incidentals necessary to reduce vegetative debris placed along roadside edges at undeveloped locations by on-scene chipping and disposal as permitted. Payment length shall coincide with the lane mile measurement of debris clearance from travel lanes for the actual length where reduction by chipping was performed.

3.0 DEBRIS REMOVAL & DISPOSAL

The work shall consist of clearing and removing disaster generated debris as directed by the AGENCIES. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. The AGENCIES will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. TDSRS will be identified for the temporary storage and reduction of vegetative and woody debris only. The AGENCIES will identify

additional TDSRS as needed. The AGENCIES will pre-site emergency debris sites to the extent feasible. The necessary MDE emergency permits for all TDSRS sites will be the responsibility of the AGENCIES.

The TDSRS may be an existing, or established, AGENCY operated site, private landfill, other identified facility, or a site established and operated by the CONTRACTOR under the terms of this contract. Only CONTRACTOR vehicles and others specifically authorized by the AGENCIES will be allowed to use the sites. The AGENCIES may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all debris from those sites daily.

The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, incidentals, and repairs) all equipment under this contract. All rates are to be fully inclusive of the cost of all incidentals, protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs necessary to perform the work. During the course of this contract, and once operations have commenced, the CONTRACTOR shall not relocate any equipment or labor assets, including subcontractors, from one AGENCY to another without giving 24 hours advanced notice of the intended relocation to both AGENCIES. In addition to this requirement for advanced notice, the CONTRACTOR will complete all debris clearing, loading and hauling operations that have been started on any particular pass through a neighborhood. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval of the AGENCIES Debris Project Manager. The debris, once loaded and removed from the public right-of-way or other public property, shall remain the property of the AGENCY, unless otherwise negotiated by the CONTRACTOR. The AGENCIES will provide TDSRS, to the extent they are available, for the CONTRACTOR'S use in volume reduction efforts and recycling programs.

Work may include:

1. Coordinating with the AGENCIES Debris Project Manager (DPM) to plan and schedule operations;
2. Constructing TDSRS, as required, at locations selected or approved by the AGENCIES;
3. Removing, loading and hauling debris from public rights-of-way and public property to TDSRS, or authorized disposal facilities, and dumping;
4. Managing and operating the TDSRS and loading debris reduction byproducts for hauling and disposal;
5. Examining, sorting, and storing debris as necessary;
6. Performing debris by-product recycling programs, as negotiated and approved by the AGENCIES;
7. Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility;
8. Providing traffic control during debris loading operations on public rights-of-way.

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 city, county or town during the period of this contract. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under this contract. Neither will the CONTRACTOR mix debris being hauled for different AGENCIES prior to delivery to a TDSRS.

The CONTRACTOR will haul all debris to the closest TDSRS, or another location, as designated by the AGENCIES Debris Project Manager (DPM). It is the CONTRACTOR's responsibility to ensure that all places of disposal are formally permitted as required by the Maryland Department of the Environment (MDE) prior to commencing debris storage or dumping operations.

Landfill tipping fees are the responsibility of the CONTRACTOR and will be directly reimbursable to the CONTRACTOR with proper documentation by the AGENCY upon Task Order completion. No additional fees or surcharges may be applied by the CONTRACTOR unless the jurisdictions incorporates special taxes at which time should be submitted with tipping fee documentation. The CONTRACTOR must be issued a weigh ticket or certification of cubic yard volume at the landfill and must be kept as part of the contractors file. The CONTRACTOR will be issued a load ticket at the pick-up site, and a local weigh or volume ticket at appropriate TDSRS site. The CONTRACTOR must provide the original load and weight tickets to the Debris Project Manager. The landfill weigh or volume ticket shall be attached to the load ticket. Any landfill tickets not having a corresponding load ticket and local weight ticket shall be the responsibility of the CONTRACTOR.

Highway tolls are the responsibility of the CONTRACTOR and will be directly reimbursable to the CONTRACTOR with proper documentation by the AGENCY upon Task Order completion. The payment of highway tolls shall be noted on the appropriate load ticket and provided with supporting highway toll receipts to support claims for reimbursement. Highway tolls not properly documented shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall use equipment and perform work in a manner to prevent damages to STATE'S infrastructure facilities, and adjacent Rights of Way including all landscaped areas. No tracked equipment shall be allowed except at the TDSRS site unless specifically authorized by the AGENCY Debris Project Manager. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damages caused by the CONTRACTOR'S equipment to private property, sidewalks, curbs, or street shall be repaired at the expense of the CONTRACTOR.

The Contractor shall be aware that State law requires that a 10 foot radial clearance shall be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws,

the State law shall be considered the minimal distance. The Contractor shall also be aware of, and comply with, all other Federal, State, and local laws; and utility company requirements and regulations.

The CONTRACTOR shall conduct the work so as not to interfere with the event response and recovery activities of federal, state, and local governments or agencies, public utilities, and other non-governmental organizations or supporting public entities.

The STATE and/or AGENCY reserves the right to inspect all operations and the TDSRS sites, verify quantities and review documentation at any time.

All work shall be accomplished in a safe manner in accordance with all Federal, State, and local regulations.

3.1 Debris Classifications

Curbside segregation of debris and disaster-generated or related wastes may be an element of an AGENCY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Waste and debris from hurricanes, and other major storm events, will be classified into the following seven categories with responsibility as shown:

1. Household trash and putrescible garbage is the continued responsibility of County/City/Town Solid Waste Collection forces and associated contractors. The CONTRACTOR may be tasked with removal and disposal of some household trash and putrescible garbage if the AGENCY'S solid waste collection forces become overwhelmed and eligible for compensation for services performed.
2. Leaves and lawn litter placed in clear plastic bags, placed by curb or shoulder of road are the CONTRACTOR'S responsibility for removal and disposal. The CONTRACTOR will decide, with concurrence by the AGENCIES, whether plastic bags are to be commingled with the loose vegetative debris or are to be collected separately to facilitate recycling.
3. Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder. This includes logs, stumps, root balls, hanging limbs, and leaning or damaged trees that may be removed and placed by curb or road shoulder for collection. Any reduction of size of woody debris to make suitable for chipping, grinding or burning is part of CONTRACTOR'S responsibility and the CONTRACTOR is responsible for removal and disposal.
4. Construction and demolition (C&D) debris, furniture, furnishings, etc. suitable for being land filled or recycled, stacked by curb or shoulder, not transported to TDSRS The CONTRACTOR is responsible for removal and disposal.
5. Salvageable and recoverable debris including sand, soils, metals, asphalt, concrete.
6. White goods such as refrigerators, freezers, stoves, etc. placed at curb or shoulder, not transported to TDSRS. The CONTRACTOR is responsible for removal and recycling.
7. Household Hazardous Waste (HHW), separated from all other types of waste and debris, placed at curb or road shoulder. The AGENCY is responsible for removal.

8. Dead Animal Carcass are the CONTRACTOR's responsibility for collection, removal and disposal.
9. Hazardous waste, toxic materials, or contaminated waste such as petroleum products, paint products, asbestos, electrical transformers, tires and known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Maryland Department of Environment (MDE). Hazardous waste removal and disposal is not included in this contract.

Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the contractor of his/her curbside separation responsibilities.

3.2 Tree & Limb Removal

The CONTRACTOR may be required to remove hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the AGENCY. The AGENCY Debris Project Manager will coordinate with the CONTRACTOR to identify trees and limbs designated for removal and disposal.

The cost of removing trees less than 18 inches in diameter will not be considered for separate payment but shall be considered incidental to the cost for removing said debris under the appropriate pay items.

All work shall be performed by personnel under the supervision of a Maryland Licensed Tree Expert. A Roadside Tree Care Permit shall be obtained from the Maryland Department of Natural Resources (DNR) prior to performing any tree pruning or removal operations.

The CONTRACTOR will be directed by the AGENCY to either dispose of this material on scene, or haul it to a designated TDSRS. If the material is required to be hauled and disposed of at a designated TDSRS, the CONTRACTOR is additionally eligible for haul payment of the cubic yards payment under Items 3 through 7 in addition to payments for tree trimming and removal. On scene chipping is considered incidental and no additional payment will be provided.

3.3 Debris Removal from Drainage Systems

The CONTRACTOR may be required to clear debris from various ditches, structures and other drainage system components adjacent to roadways. This clearing may require either hauling, or disposal on site, as directed by the AGENCY. If the material is required to be hauled and disposed of at a designated TDSRS, the CONTRACTOR is additionally eligible for haul and disposal payment of the cubic yards payment under Items 3 through 7 in addition to the linear foot of item for ditch removal debris.

3.4 Removal of Tree Stumps

The CONTRACTOR may be required to remove hazardous stumps that have not been fully uprooted by grinding or digging. The determination of the existence of a hazardous situation is the responsibility of the AGENCY. The CONTRACTOR will determine whether to grind, or dig and dispose of the stump.

Mechanical removal of stumps with less than 50% of the root ball exposed, or when still upright, may not be considered hazardous by the regulatory agencies and reimbursement for the cost of extraction may not be eligible. In this case, an AGENCY may choose to direct the CONTRACTOR to cut these stumps flush at ground level and dispose of the cut off portion as regular vegetative debris. An AGENCY, however, may still direct the CONTRACTOR to perform full extraction on any particular stump and accept loss of eligibility for reimbursement on that stump. In this situation the AGENCY and the CONTRACTOR shall identify and track the removal costs for those stumps separately from all other stumps where eligibility is not in question.

The loading, hauling and dumping of these stumps, as well as stumps and root balls that are already uprooted, (not requiring extensive digging or grinding) shall be paid as regular debris using Items 3 through 7. Stumps that are grinded, or disposed of on scene, are not eligible for this additional payment.

3.5 Household and Other Hazardous Wastes

Any Household Hazardous (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the AGENCIES. HHW drop-off locations may be designated for use by residents. The following items are considered HHW for the purpose of this contract:

1. Cleaning Products;
2. Batteries;
3. Workshop/Painting Supplies;
4. Aerosol spray cans;
5. Indoor Pesticides;
6. Lawn and Garden Products;
7. Automotive Products;
8. Fluorescent light bulbs;
9. Propane tanks and other compressed gas cylinders;
10. Flammable Products.

The CONTRACTOR will set up a lined containment area and separate any HHW inadvertently delivered to a TDSRS.

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AGENCY. The responsibility for management of debris created

by other man-made and natural disasters will be the same as for hurricanes, however, the quantities and the mixture of debris categories could be substantially changed.

3.6 Dead Animal Carcasses

The CONTRACTOR shall collect all dead animal carcasses separately for transport to an authorized landfill or incinerator. It should be noted that not all incinerators may accept this waste stream and special approval may be required to do so. Also, animal carcasses may be recycled or reclaimed where large amounts are available after a disaster. Dead animal carcass shall be defined for the purposes of this contract as farm animals, such as cows, hogs, horses, chickens, turkeys, etc. Household pets shall be collected and disposed by the locality's animal control centers. Payment for dead animal carcasses hauled to an authorized landfill or incinerator will be based on the weight of the carcasses hauled in ton-miles, recorded on an approved load ticket. Ton-miles are calculated as the weight of the carcasses in tons multiplied by the number of one-way miles traveled for disposal. Payment will be made against the CONTRACTOR'S invoice once site monitor and contractor load tickets and/or scale tickets match. Due to the agricultural industry in the region, there is a potential for large volumes of carcasses and the scope of CONTRACTOR'S responsibilities may require negotiations.

3.7 Human Remains

If suspected human remains (defined as dead bodies, tissue and/or teeth and bones) are found during the debris removal process, the CONTRACTOR shall immediately stop all operations in the area where the remains were found and shall notify an AGENCY representative. The AGENCY shall notify the local police department of the situation and shall coordinate any required actions by the CONTRACTOR in response to police department direction. The police, with support of the medical examiner, if necessary, will properly document the situation and collect the remains and other items deemed appropriate. Operations may resume once the police notifies the AGENCY that the site has been cleared.

3.8 Load Tickets

Payment for debris hauled will be based on the quantity of debris hauled in truck measured cubic yards and the distance hauled depending on where the debris is taken. Debris hauled to a TDSRS will require a validated load ticket. Drivers will be given load tickets at the loading site by an AGENCY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the TDSRS by an AGENCY TDSRS monitor. The estimated quantity will be recorded on the load ticket. The AGENCY TDSRS monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. A sample debris load ticket is provided by Attachment 2. The load ticket will include an original and three copies.

Any alternative debris load ticket proposed for use by the CONTRACTOR must be approved by the AGENCIES in advance of any disaster and contract activation and must

contain, as a minimum, all information shown on the sample provided in Attachment 2. In addition to the types of information commonly required on load tickets, attention shall be paid to ensure that substitute load tickets contain the following special provisions required for reimbursement processing:

1. Load tickets delivered by the CONTRACTOR must be sequentially numbered with no duplication of numbers;
2. Specific description of loading site location including street name and section, or route number and milepoint;
3. Identification of first, and all subsequent, debris collection passes along every street;
4. Identification of time that truck departs loading site and time of arrival at TDSRS;
5. Identification of hand-loaded versus mechanically loaded vehicles;
6. Identification of haul distance from loading site to TDSRS in straight - line miles;
7. Identification of actual haul distance from TDSRS to disposal/recycling facility, on route approved by AGENCY;
8. Identification of Federal or Non Federal Aid Highway;
9. All entries will be printed legibly and all blank spaces will be filled in.

The CONTRACTOR is responsible for the providing blank load tickets, including an original and three duplicates, and distributing sufficient quantities to AGENCY Debris Project Managers prior to commencement of operations. The cost for procurement of sufficient quantities of blank load tickets is not eligible for payment, but considered incidental to the various appropriate line items bid.

The AGENCY TDSRS monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract the AGENCY monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions from a 100% full load that can be expected, see the diagrams provided in Attachment 3.

3.9 Method of Measurement & Payment

ITEM 3 – DEBRIS REMOVAL & HAUL LESS THAN 15 MILES
ITEM 4 – DEBRIS REMOVAL & HAUL 16-30 MILES
ITEM 5 – DEBRIS REMOVAL & HAUL 31-60 MILES
ITEM 6 – DEBRIS REMOVAL & HAUL 61-90 MILES
ITEM 7 – DEBRIS REMOVAL & HAUL 91-120 MILES
Unit of Measurement: Cubic Yards

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to remove, load, transport, and haul debris from public property or right of way, or as directed by the AGENCY, to an AGENCY identified Temporary Debris Storage Reduction Site (TDSRS), Debris Management Site (DMS), landfill, or other disposal facility, including the orderly dumping of said debris at that location.

Items 3 through 7 refer to one-way hauling distances from public property or right-of-way where the debris is recovered to designated Temporary Debris Storage Reduction Site (TDSRS), Debris Management Site (DMS), landfill, or other disposal facilities. These distances shall be determined by straight-line measurement. Maps will be provided by each AGENCY showing 15, 30, 60, 90 and 120-mile radius from each Temporary Debris Storage Reduction Site (TDSRS), Debris Management Site (DMS), landfill, or other disposal facility. Loading Site Monitors and Disposal Site Monitors will refer to these maps when calculating haul distances to be recorded on Debris Load Tickets.

The CONTRACTOR's cost to prepare and distribute blank load tickets as necessary shall be considered incidental to the cost of these items.

Landfill tipping fees are the responsibility of the CONTRACTOR and will be directly reimbursable to the CONTRACTOR with proper documentation by the AGENCY upon Task Order completion. No additional fees or surcharges may be applied by the CONTRACTOR unless the jurisdiction's incorporates special taxes at which time should be submitted with tipping fee documentation. The CONTRACTOR must be issued a weigh ticket or certification of cubic yard volume at the landfill and must be kept as part of the contractors file. The CONTRACTOR will be issued a load ticket at the pick-up site, and a local weigh or volume ticket at appropriate TDSRS site. The CONTRACTOR must provide the original load and weight tickets to the Debris Project Manager. The landfill weigh or volume ticket shall be attached to the load ticket. Any landfill tickets not having a corresponding load ticket and local weight ticket shall be the responsibility of the CONTRACTOR.

Highway tolls are the responsibility of the CONTRACTOR and will be directly reimbursable to the CONTRACTOR with proper documentation by the AGENCY upon Task Order completion. The payment of highway tolls shall be noted on the appropriate load ticket and provided with supporting highway toll receipts to support claims for reimbursement. Highway tolls not properly documented shall be the responsibility of the CONTRACTOR.

If the CONTRACTOR prefers to be reimbursed for loading and hauling debris on the basis of weight, rather than estimated volume, the CONTRACTOR may request approval of the Agency to install truck scales at the TDSRS or disposal facility at Contractor's expense. The AGENCY may approve this request after negotiation of the cubic yards per ton ratio and calculation of the resultant unit prices. Trucks will be weighed both entering and leaving the TDSRS or disposal facility and the weight of the debris will be the calculated difference.

The AGENCY may chose to have the CONTRACTOR install portable scales, at any particular TDSRS or disposal facility, and to use weight as the method for determining quantities. The CONTRACTOR will provide a price for installing and maintaining such portable truck weighing scales. In either of the above two situations the weighing scales will be certified by the Maryland Department of Weights and Measures. Invoices for work performed will be submitted using negotiated unit prices as explained below.

Whenever the AGENCY chooses to use, or approves the CONTRACTOR'S request to use, weight instead of volume as the unit of measure, appropriate prices must be determined by negotiation. In this situation, and early in the debris removal process, the AGENCY and the CONTRACTOR should select a reasonable size sample of fully loaded vehicles, measure both weight and volume, and calculate a fair and equivalent set of weight-based unit prices to apply to all further truck loads of debris hauled under that task order. Obtain State and FEMA concurrence on these prices whenever possible.

ITEM 8 – REMOVAL OF TREE LIMBS LESS THAN 6 INCH DIAMETER
ITEM 9 – REMOVAL OF TREE LIMBS GREATER THAN 6 INCH DIAMETER
Unit of Measurement: Per Tree

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to trim, prune, remove, chip, and dispose on scene, tree limbs and branches designated as hazardous by the AGENCY. The CONTRACTOR will be directed by the AGENCY to either dispose of this material on scene by chipping, or haul it to a designated TDSRS. If the material is required to be hauled and disposed of to a designated TDSRS, the CONTRACTOR shall be eligible for haul payment of the cubic yards removed under Items 3 through 7 in addition to the aforementioned payment for tree limb removal. On scene chipping is considered incidental and no additional payment will be provided. The diameter of limbs removed will be measured at the point of removal. Trees and limbs already fallen will not be eligible for compensation under this item.

ITEM 10 – TREE REMOVAL LESS THAN 18 INCH DIAMETER
ITEM 11 – TREE REMOVAL 18-36 INCH DIAMETER
ITEM 12 – TREE REMOVAL GREATER THAN 26 INCH DIAMETER
Unit of Measurement: Each Tree

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to fell, remove, chip, and dispose on scene, damaged, partially uprooted or split trees designated as hazardous by the AGENCY. The CONTRACTOR will be directed by the AGENCY to either dispose of this material on scene by chipping, or haul it to a designated TDSRS. If the material is required to be hauled and disposed of to a designated TDSRS, the CONTRACTOR shall be eligible for haul payment of the cubic yards removed under Items 3 through 7 in addition to the aforementioned payment for tree removal. On scene chipping is considered incidental and no additional payment will be provided. The diameter of trees removed will be measured two feet above the base of the tree. Trees already fallen will not be eligible for compensation under this item.

ITEM 13 – GRIND OR REMOVE TREE STUMP 24-35 INCH DIAMETER
ITEM 14 – GRIND OR REMOVE TREE STUMP 36-47 INCH DIAMETER
ITEM 15 – GRIND OR REMOVE TREE STUMP OVER 48 INCH DIAMETER
Unit of Measurement: Each Tree

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to grind or uproot, remove, and dispose, existing tree stumps designated hazardous by the AGENCY. If the CONTRACTOR elects to uproot, remove, and dispose, stumps to a designated TDSRS, the CONTRACTOR shall be eligible for haul payment of the cubic yards removed under Items 3 through 7 in addition to the aforementioned payment for tree stump removal. The diameter of trees removed will be measured two feet above the base of the tree. Stumps already uprooted will not be eligible for compensation under this item.

ITEM 16 – DRAINAGE DITCH DEBRIS REMOVAL WIDTH LESS THAN 4 FT
ITEM 17 – DRAINAGE DITCH DEBRIS REMOVAL WIDTH 4 TO 8 FT
ITEM 18 – DRAINAGE DITCH DEBRIS REMOVAL WIDTH GREATER 8 FT
Unit of Measurement: Cubic Yard

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to remove and dispose on scene, accumulated debris from drainage ditches as designated by the AGENCY. The CONTRACTOR will be directed by the AGENCY to either dispose of this material on scene, or haul it to a designated TDSRS. If the material is required to be hauled and disposed of to a designated TDSRS, the CONTRACTOR shall be eligible for haul payment of the cubic yards removed under Items 3 through 7 in addition to the aforementioned payment for drainage ditch debris removal. Measurement shall be of the cubic yards of debris removed. Cleaned ditches are to be restored to their original contours and grades.

ITEM 19 – DEBRIS REMOVAL FROM DRAINAGE INLET
Unit of Measurement: Each

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to remove and dispose on scene, accumulated debris within drainage inlets and/or bridge scuppers as designated by the AGENCY. The CONTRACTOR will be directed by the AGENCY to either dispose of this material on scene, or haul it to a designated TDSRS. If the material is required to be hauled and disposed of to a designated TDSRS, the CONTRACTOR shall be eligible for haul payment of the cubic yards removed under Items 3 through 7 in addition to the aforementioned payment for debris removal from drainage inlet. Measurement shall be based upon each inlet and/or scupper mechanically or hand cleaned. Removal of accumulated debris in associated drainage pipes, extending two feet in each direction, connecting to the inlet and/or scupper shall be considered incidental to this work.

4.0 TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

The CONTRACTOR shall use only temporary debris storage and reduction sites (TDSRS) designated by the AGENCIES Debris Managers. Maryland Department of Environmental (MDE) permit(s) are required for all TDSRS. Permit and emergency permit requirements must be met to ensure proper site operations and compliance may be a condition for reimbursement by FEMA and Federal Highway Administration. Where sites are not properly operated the emergency permit may be revoked. Where closure is

not completed properly or environment releases occur, post-closure care may be mandated. The CONTRACTOR shall not assume that TDSRS and landfills, located outside of the jurisdictional boundaries of the agency initiating a task order, are available to the CONTRACTOR unless so specified in the task order.

The TDSRS foreman is appointed by the CONTRACTOR and shall direct all off-loading operations and will coordinate removal of debris, and reduction byproducts to State approved landfills for subsequent disposal, or to recycling processors selected by the CONTRACTOR and approved by the AGENCIES.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

4.1 Site Management and Supervision

The TDSRS foreman, provided by the CONTRACTOR, is responsible for management of all operations of the site to include, traffic control, off-loading operations, segregation of debris, burning, grinding, and safety. The TDSRS foreman will coordinate directly with the AGENCY'S site monitor.

The TDSRS foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the CONTRACTOR'S Operations Manager, for further delivery to the AGENCY'S Debris Manager.

The TDSRS night foreman, provided by the CONTRACTOR, is responsible for managing all night operations approved by the AGENCY. That will be limited primarily to burning and coordination with the AGENCY'S site monitor is required. The TDSRS night foreman will be responsible for documenting equipment and labor time, quantities of materials processed, and providing the daily operational report to the CONTRACTOR'S Operations Manager, for further delivery to the AGENCY'S Debris Manager.

Once the AGENCY identifies the TDSRS, the CONTRACTOR will provide a Site Management Plan. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

1. Access to site;
2. Site preparation – clearing, erosion, and grading;
3. Traffic control plan & access roads;

4. Safety;
5. Segregation of debris;
6. Stockpile & storage areas;
7. Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower;
8. Location of incineration operations and grinding operations (if permitted);
9. Location of existing structures or sensitive areas requiring protection.

A copy of the approved Site Management Plan shall be kept readily available at the TDSRS for review by all inspection personnel.

4.2 Site Setup, Preparation, Closeout and Restoration

Each AGENCY will approve the location of all TDSRS within their jurisdiction. The AGENCY'S Debris Manager must approve site improvements before work begins. Any costs, other than those in the Price Proposal Form, that might have been negotiated under a Task Order shall be documented for payment.

Site setup & preparation and site closeout & restoration shall be compensated on a negotiated, lump sum basis using the hourly rates provided. Site planning, setup, preparation, closeout, and restoration includes all clearing, stripping, hauling, fill placement, constructing and removing processing pads, access road construction, sod replacement, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition.

Time and materials contracts may be allowed for limited site setup & preparation work that is necessary immediately after the disaster has occurred, when a clear scope of work cannot be developed, and prior to negotiation of all remaining site work. A cost ceiling or "not to exceed" provision will be included in any time and materials phase of the recovery contract work.

Additional guidance on the procedures for TDSRS setup, operation and closeout are provided in Attachment 4. This exhibit includes subsections regarding:

1. TDSRS Setup, Operation and Closeout Guidelines;
2. Burning and Grinding Operations;
3. Environmental Checklist for Air Curtain Pit Burners.

TDSRS operations and material processing shall be compensated in accordance with the unit prices provided in the Price Proposal Form. The CONTRACTOR shall provide equipment, operators, and laborers for TDSRS operations as specified by task order. Unit prices provided in the Price Proposal Form shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any

other costs associated with the equipment including labor and operator unless costs are identified separately in the task order.

All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.

4.3 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each TDSRS where the quantities are measured by volume. The floor elevation of the tower shall be 10 feet above the existing ground elevation. The floor area shall be a minimum 8 feet by 8 feet, constructed of 2-inch x 8-inch joists, 16 inch O.C. with ¾" plywood supported by a minimum of four 6-inch x 6-inch posts. A 4-foot high wall constructed of 2 inch x 4 inch studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6 feet 6 inches of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the AGENCY but will, as a minimum, provide the same dimensions and safety considerations. The TDSRS, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria.

4.4 Site Operations

The work shall consist of managing the operations of a TDSRS and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the AGENCY'S Debris Manager, and/or recycling of marketable material by the CONTRACTOR as approved by the AGENCY.

The AGENCIES plan to use only vegetative TDSRS that will be devoted to the reduction of clean woody debris by either burning or grinding, if the disaster is related to a hurricane or other major storm event. Mixed debris and construction and demolition (C&D) debris will be hauled directly to authorized landfills.

The establishment of C&D TDSRS, to operate as transfer points, will be authorized if the situation involves other types of man-made or natural disasters with greater volumes of C&D debris.

4.5 Household Hazardous Waste Containment Areas

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Storage and Reduction Site (TDSRS). This area shall be 30 feet x 30 feet. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. A six-inch layer of sand will be added as a cushion and to protect plastic from puncture or tear. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area.

Site run-off must be redirected from the containment area by site grading.

4.6 Recycling & Salvage

The AGENCIES will consider the recycling programs that are in use at the available landfills, in the process of assigning the CONTRACTORS to use specific disposal locations. Recycling of construction and demolition (C&D) debris, through material salvage, and recycling of clean, woody debris by mulching and composting is within the mission of each AGENCY and will be pursued to the extent practicable. Recycling of debris removed by the CONTRACTOR is encouraged. The CONTRACTOR may be able to assume ownership of the debris upon collection and removal from rights-of-way or public property. Debris ownership will be the subject of negotiation with the AGENCIES. Ownership of the debris may be transferred to the CONTRACTOR in whole or in part, and in either case, the following conditions will apply:

1. The TDSRS may be available for use by the CONTRACTOR in the recycling efforts. However, the availability and environmental permitting will not be extended for those TDSRS beyond that required for normal debris reduction and disposal activities.
2. The sale of marketable timber, chips, mulch and other recyclable materials is authorized.
3. The share of the profits to be retained by the CONTRACTOR will be determined by the above negotiations.
4. Appropriate reductions to Attachment 14, Part A, quantities for TDSRS operations and for disposal site hauling will be negotiated with the AGENCY for all services not performed.
5. The overall cost to the AGENCY will not be increased as a result of the CONTRACTOR'S recycling program and some decrease is anticipated and will be the subject of negotiations.

It is the responsibility of the CONTRACTOR and AGENCIES to properly dispose or otherwise manage their waste in a legal manner. Ownership transfer to third parties may raise liability and risk issues if waste were improperly managed or disposed in an un-permitted facility. Specific contract conditions should be established, through consultation with liability or risk advisors, to ensure any transferred waste is properly managed or disposed in a legal manner to avoid any negative environmental consequences or liability for the Agency involved.

In the event that the CONTRACTOR does not negotiate salvage ownership with the AGENCY, the CONTRACTOR will be required to provide documentation and reimburse the STATE for the amounts received for all materials salvaged, or sold as salvage.

4.7 Documentation & Reporting

The CONTRACTOR will be required to maintain records and submit documentation to substantiate all work performed and payments requested. Copies of documentation that may be required with submittals shall include, but not be limited to:

1. Completed load tickets;
2. Invoices supporting tipping fees incurred;

3. Documentation supporting compensation for recyclables or salvaged debris sold;
4. Daily equipment usage records;
5. Daily payroll records detailing employees, position titles, hours of work, wages;
6. Invoices for all materials and incidentals;
7. Invoices supporting services sub-contracted;
8. Daily records detailing specific work performed;
9. Documentation supporting sorting and reduction activities;
10. Any documentation required for compliance with FEMA or FHWA requirements.

The AGENCY will specify the particular reporting requirements required with the CONTRACTOR in coordination with the preparation of the specific task order assignment. Reporting may be required daily, weekly, monthly, or quarterly, or any combination of the aforementioned. The CONTRACTOR will be required to submit all records and documentation necessary to permit the AGENCY to monitor progress and execution of work. Any work performed that cannot be documented will not be eligible for payment under the terms of this contract.

4.8 Method of Measurement & Payment

ITEM 20 – TDSRS SETUP, OPERATION & SITE RESTORATION
Unit of Measurement: Cubic Yards

This item includes all labor, equipment, materials, traffic control, management, supervision and incidentals necessary to plan, design, setup, operate, manage, supervise, secure, cleanup, and site restore a Temporary Debris Storage and Reduction Site (TDSRS) as directed by the AGENCY. The location of TDSRS will be identified by the AGENCY. The CONTRACTOR may be required to assist the AGENCY in determining suitable locations.

The AGENCY will be responsible for the procurement, or lease, of the property utilized for the TDSRS. The AGENCY and the CONTRACTOR will coordinate to obtain all necessary Federal, State, and local permits required for operations. A representative of the CONTRACTOR may be required to attend public meetings conducted by the AGENCY in regards to the planning, operation, and restoration of the TSDRS site.

Work included in this item includes, but is not limited to:

1. Planning and design work for site development;
2. Construction of haul roads, staging areas, loading pads, and storage areas;
3. Traffic control signing and improvements if required;
4. Perimeter fencing, gates, and security including watch personnel;
5. Equipment and personnel necessary to load, unload, store, manage, and sort debris;
6. Management and supervision of all operations;
7. Personnel to maintain operational records and documentation;
8. Temporary buildings, trailers, refueling facilities, and other structures necessary to support all TDSRS operations;

9. Management and maintenance of stockpiles;
10. Providing positive site drainage;
11. Conducting routine safety and environmental inspections;
12. Constructing containment areas for Household Hazardous Waste;
13. All activities necessary to unload, move, store, sort, and, load debris.
14. Maintenance of all supporting equipment and facilities;
15. Providing water, sewer, telecommunications, and electrical services as required;
16. Proving traffic control as necessary at ingress and egress locations;
17. All cleanup and site restoration upon completion;
18. Providing work progress reports as required.

The CONTRACTOR will be entirely responsible for the planning, setup, management, operation, supervision, maintenance, cleanup, and restoration of the TDSRS.

The CONTRACTOR will coordinate closely with AGENCY personnel during the development of the site plan. The site shall be designed, developed, and operated in accordance with recommendations of the Federal Emergency Management Agency (FEMA) Public Assistance Debris Management Guide (FEMA-325).

The CONTRACTOR will be entirely responsible for the planning, setup, management, operation, supervision, maintenance, cleanup, and restoration of the TDSRS.

The CONTRACTOR shall commence cleanup and restoration of the site within 30 days of the completion of active debris removal operations. All site restoration is to be completed by the CONTRACTOR to the satisfaction of the AGENCY, in compliance with all Federal, State, and local regulations, within 60 days of the completion of active debris removal operations.

Payment will be based upon load ticket documentation provided upon arrival for each transported unit of material to the TDSRS. The CONTRACTOR should be aware that the AGENCY may be hauling additional material to this TDSRS site using other contractors or AGENCY resources. Load tickets upon arrival may have to be prepared for this debris. The CONTRACTOR will be required to provide supporting documentation to verify all cubic yards of material received and invoiced for payment.

The construction of TDSRS inspection towers and installation, operation, and maintenance of portable truck weight certification scales, if required by the AGENCY, will be eligible for payment under Item 22 – *TDSRS Inspection Tower* and Item 23 – *Portable Truck Weight Certification Scales* respectively.

Recyclables and salvageable material sorted from the debris flow and stored for recovery will be eligible for additional payment under Item 29 – *Sorting Salvageables and Recyclables.*

Debris reduced by chipping or grinding, air curtain incineration, or open burning will be eligible for additional payment under Item 30 through Item 32 respectively.

The hauling of debris, if required, from the TDSRS site to landfills, or other sites identified by the AGENCY will be compensated under Items 24 through 28. The hauling of salvageable and recyclables to recovery sites, or other locations identified by the AGENCY will be compensated under Item 29. The loading of haul vehicles at the TSDRS to transport debris from the TDSRS to other locations shall be considered incidental to work performed under Item 20.

ITEM 21 – AGENCY TDSRS OPERATION SUPPORT
Unit of Measurement: Cubic Yards

This item includes all labor, equipment, materials, traffic control, management, supervision and incidentals necessary to supplement an established AGENCY TDSRS in order to sufficiently handle an increased flow of debris. The identified TDSRS site may be an existing facility or a site established by the AGENCY. The AGENCY will be responsible for all work necessary to plan, setup, operate, manage, supervise, secure, cleanup, and restore the TDSRS site. The AGENCY will be responsible to obtain all necessary Federal, State, and local permits required for TDSRS operations.

The CONTRACTOR will provide additional labor, equipment, supervision, management and support as required. Work included in this item includes, but is not limited to:

1. Equipment and personnel necessary to load, unload, store, manage, and sort debris;
2. Management and supervision of CONTRACTOR operations;
3. Perform stockpile management;
4. All activities necessary to unload, move, store, sort, and, load debris.
5. Maintenance of all supporting CONTRACTOR provided equipment and facilities;
6. Proving additional traffic control as necessary at ingress and egress locations;
7. Maintaining contract documentation;
8. Providing work progress reports as required.

The CONTRACTOR will coordinate closely with AGENCY personnel to identify management and supervision responsibilities. The CONTRACTOR will work under the direction of the AGENCY site manager.

Work required to cleanup, or perform site restoration is not included in this item, and assumed the complete responsibility of the AGENCY. The CONTRACTOR will be required to remove all equipment and facilities installed to conduct their operations within two weeks of the completion of active debris removal operations.

Payment will be based upon load ticket documentation provided upon arrival for each transported unit of material to the TDSRS. The CONTRACTOR should be aware that the AGENCY may be hauling additional material to this TDSRS site using other contractors or AGENCY resources. Load tickets upon arrival may have to be prepared for this debris. The CONTRACTOR will be required to provide supporting documentation to verify all cubic yards of material received and invoiced for payment. The CONTRACTOR and

AGENCY will negotiate to determine the percentage of total debris handled by the CONTRACTOR and AGENCY resources. The CONTRACTOR shall only be entitled for payment of the proportion of cubic yards of debris handled by CONTRACTOR resources.

The AGENCY and the CONTRACTOR shall negotiate during the preparation of the task order to specifically identify the support services required and the method of measurement for payment under the terms of this contract item. The CONTRACTOR may be eligible for payments for particular items of additional work performed under separate pay items as described under Item 20 - *TDSRS Setup, Operation & Site Restoration* of this contract performed by CONTRACTOR resources.

ITEM 22 – TDSRS Inspection Tower
Unit of Measurement: Each

This item includes all labor, equipment, materials, work, and incidentals required to plan, design, construct, maintain, and remove a TDSRS Inspection Tower as directed by the AGENCY. Specific requirements for this work are described in Section 4.3. Payment will be made for each TDSRS Inspection Tower installed.

ITEM 23 – Portable Truck Weight Certification Scale
Unit of Measurement: Each

This item includes all labor, equipment, materials, work, and incidentals required to procure, install, maintain, and remove a Portable Truck Weight Certification Scale as directed by the AGENCY. The scale shall meet all requirements of the Maryland Department of Agriculture and the CONTRACTOR will be responsible for obtaining all certifications required. Payment will be made for each Portable Truck Weight Certification Scale installed.

ITEM 24 – DEBRIS HAULING FROM TDSRS LESS THAN 15 MILES
ITEM 25 – DEBRIS HAULING FROM TDSRS 15-30 MILES
ITEM 26 – DEBRIS HAULING FROM TDSRS 31-60 MILES
ITEM 27 – DEBRIS HAULING FROM TDSRS 61-90 MILES
ITEM 28 – DEBRIS HAULING FROM TDSRS 91-120 MILES
Unit of Measurement: Cubic Yards

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to transport debris from an AGENCY identified Temporary Debris Storage Reduction Site (TDSRS), Debris Management Site (DMS), landfill, or other disposal facility, to another AGENCY identified Temporary Debris Storage Reduction Site (TDSRS), Debris Management Site (DMS), landfill, or other disposal facility, for permanent disposal, including the orderly dumping of said debris at that location. This item includes all hauling expenses, including vehicle fuel and maintenance, and properly unloading the material at point of disposal.

Items 24 through 28 refer to one-way hauling distances from the TDSRS to the point of disposal identified. These distances shall be determined by straight-line measurement. Maps will be provided by each AGENCY showing 15, 30, 60, 90 and 120-mile radius from each Temporary Debris Storage Reduction Site (TDSRS), Debris Management Site (DMS), landfill, or other disposal facility to the identified permanent disposal location. Disposal Site Monitors will refer to these maps when calculating haul distances to be recorded on Debris Load Tickets.

The CONTRACTOR'S cost to prepare and distribute blank load tickets as necessary shall be considered incidental to the cost of these items.

If the CONTRACTOR prefers to be reimbursed for loading and hauling debris on the basis of weight, rather than estimated volume, the CONTRACTOR may request approval of the Agency to install truck scales at the TDSRS or disposal facility at CONTRACTOR'S expense. The AGENCY may approve this request after negotiation of the cubic yards per ton ratio and calculation of the resultant unit prices. Trucks will be weighed both entering and leaving the TDSRS or disposal facility and the weight of the debris will be the calculated difference.

The AGENCY may chose to have the CONTRACTOR install portable scales, at any particular TDSRS or disposal facility, and to use weight as the method for determining quantities. The CONTRACTOR will provide a price for installing and maintaining such portable truck weighing scales. In either of the above two situations the weighing scales will be certified by the Maryland Department of Agriculture. Invoices for work performed will be submitted using negotiated unit prices as explained below.

Whenever the AGENCY chooses to use, or approves the CONTRACTOR'S request to use, weight instead of volume as the unit of measure, appropriate prices must be determined by negotiation. In this situation, and early in the debris removal process, the AGENCY and the CONTRACTOR should select a reasonable size sample of fully loaded vehicles, measure both weight and volume, and calculate a fair and equivalent set of weight-based unit prices to apply to all further truck loads of debris hauled under that task order. Obtain State and FEMA concurrence on these prices whenever possible.

ITEM 29 – SORTING SALVAGEABLE AND RECYCLABLE DEBRIS
Unit of Measurement: Cubic Yards

This item includes all labor, equipment, materials, work, and incidentals required to sort, stockpile, and manage removing salvageable and recyclable materials from the debris stream for recovery. Specific salvageable and recyclable materials eligible include metals, soils, sand, concrete, and asphalt. Recycled vegetative material is not eligible for payment. Any reimbursements received for the transfer of these materials after recovery shall be negotiated between the AGENCY and the CONTRACTOR as described in Section 4.6 of this contract.

In the event that the CONTRACTOR does not negotiate salvage ownership with the AGENCY, the CONTRACTOR will be required to provide documentation and reimburse the STATE for the amounts received for all materials salvaged, or sold as salvage.

Only salvageable and recyclable materials recovered are eligible for payment under this item. The method of payment will be based upon actual receipts for cubic yards or tonnages of these materials recycled and sold. For payment purposes, tonnages will be converted into cubic yards using recognized weights of material negotiated by the CONTRACTOR and the AGENCY.

The hauling of salvageable and recyclable materials from the TDSRS to a recycling facility, or other designated location, shall be eligible for payment of the cubic yards transported under Items 24 through 28 in addition to the aforementioned payment for sorting salvageable and recyclable debris

ITEM 30 – VOLUME REDUCTION BY CHIPPING OR GRINDING
Unit of Measurement: CY

This item includes all labor, equipment, materials, work, and incidentals required to chip or grind vegetative debris to reduce volumes. Work includes all expenses necessary to mobilize, transport, setup, install, operate, maintain, disassemble, and remove equipment necessary to perform these operations. The work also includes all labor and supervision necessary to conduct these operations, including the transportation of debris from stockpiles to the on site chipping or grinding equipment.

On site loading, hauling, handling, and re-stockpiling of reduced debris recovered by volume reduction by chipping or grinding will be considered incidental to this pay item.

Volume reduction by chipping or grinding shall be performed in accordance with recommendations of the Federal Emergency Management Agency (FEMA) Public Assistance Debris Management Guide (FEMA-325).

The method of measurement will be based upon operational rates of reduction achieved by each equipment unit operated at the TDSRS. The CONTRACTOR will demonstrate the operational rate to the satisfaction of AGENCY personnel at the TSDRS. The CONTRACTOR will maintain accurate records for hours of operations for each unit and daily volume reduction total will be determined utilizing established operational reduction rates identified. The CONTRACTOR will be required to provide documentation supporting payment for all work performed.

If the material reduced is required to be hauled and disposed of off site to a permanent disposal location, identified by the AGENCY, the CONTRACTOR shall be eligible for haul payment of the cubic yards transported under Items 24 through 28 in addition to the aforementioned payment for volume reduction by chipping and grinding.

ITEM 31 – VOLUME REDUCTION BY AIR CURTAIN INCINERATION
Unit of Measurement: CY

This item includes all labor, equipment, materials, work, and incidentals required to perform air curtain incineration to reduce volumes of debris. Work includes all expenses necessary to mobilize, transport, setup, install, operate, maintain, disassemble, and remove equipment necessary to perform these operations. The work also includes all labor and supervision necessary to conduct these operations, including the transportation of debris from stockpiles to the on site air curtain incineration area.

This item includes all work necessary to comply with Federal, State, and local regulations associated with these activities including obtaining and maintaining necessary permits. On site loading, hauling, handling, and re-stockpiling of reduced debris recovered by air curtain incineration volume reduction will be considered incidental to this pay item.

Air curtain incineration volume reduction shall be performed in accordance with recommendations of the Federal Emergency Management Agency (FEMA) Public Assistance Debris Management Guide (FEMA-325).

All costs necessary to control ash, dust, smoke, and any other emissions are considered incidental to the pay item bid.

The method of measurement will be based upon operational rates of reduction achieved by each equipment unit operated at the TDSRS. The CONTRACTOR will demonstrate the operational rate to the satisfaction of AGENCY personnel at the TSDRS. The CONTRACTOR will maintain accurate records for hours of operations for each unit and daily volume reduction total will be determined utilizing established operational reduction rates identified. The CONTRACTOR will be required to provide documentation supporting payment for all work performed.

If the material reduced is required to be hauled and disposed of off site to a permanent disposal location, identified by the AGENCY, the CONTRACTOR shall be eligible for haul payment of the cubic yards transported under Items 24 through 28 in addition to the aforementioned payment for volume reduction by air curtain incineration.

ITEM 32 – VOLUME REDUCTION BY OPEN INCINERATION
Unit of Measurement: CY

This item includes all labor, equipment, materials, work, and incidentals required to perform open air incineration to reduce volumes of debris. Work includes all expenses necessary to mobilize, transport, setup, install, operate, maintain, disassemble, and remove equipment necessary to perform these operations. The work also includes all labor and supervision necessary to conduct these operations, including the transportation of debris from stockpiles to the on site open air incineration area.

This item includes all work necessary to comply with Federal, State, and local regulations associated with these activities including obtaining and maintaining necessary permits. On site loading, hauling, handling, and re-stockpiling of reduced debris recovered by open air incineration volume reduction will be considered incidental to this pay item.

The CONTRACTOR should note that open air incineration may only be permitted in isolated portions of the State. It will be the AGENCY'S responsibility to determine if open air burning will be permitted at the TDSRS.

Open air incineration volume reduction shall be performed in accordance with recommendations of the Federal Emergency Management Agency (FEMA) Public Assistance Debris Management Guide (FEMA-325).

All costs necessary to control ash, dust, smoke, and any other emissions are considered incidental to the pay item bid.

The method of measurement will be based upon operational rates of reduction achieved by each equipment unit operated at the TDSRS. The CONTRACTOR will demonstrate the operational rate to the satisfaction of AGENCY personnel at the TSDRS. The CONTRACTOR will maintain accurate records for hours of operations for each unit and daily volume reduction total will be determined utilizing established operational reduction rates identified. The CONTRACTOR will be required to provide documentation supporting payment for all work performed.

If the material reduced is required to be hauled and disposed of off site to a permanent disposal location, identified by the AGENCY, the CONTRACTOR shall be eligible for haul payment of the cubic yards transported under Items 24 through 28 in addition to the aforementioned payment for volume reduction by open air incineration.

ITEM 33 – DEAD ANIMAL CARCASS DISPOSAL
Unit of Measurement: Ton-Miles

This item includes all labor, equipment, materials, traffic control, supervision and incidentals necessary to transport dead animal carcasses to an authorized landfill or incinerator as directed by the AGENCY. Payment for dead animal carcasses hauled to an authorized landfill or incinerator will be based on the weight of the carcasses hauled in ton-miles, recorded on an approved load ticket. Ton-miles are calculated as the weight of the carcasses in tons multiplied by the number of one-way miles traveled for disposal. Payment will be made against the CONTRACTOR'S invoice once site monitor and contractor load tickets and/or scale tickets match.

5.0 EQUIPMENT REQUIREMENTS

The CONTRACTOR is responsible for ensuring that all vehicles, equipment, and commercial haul vehicles employed are in compliance with all Federal, State, and local regulations. All trucks and equipment must be equipped with operational backup alarms at all times. Trucks and trailers used to haul debris must be capable of rapidly dumping

their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. All loads transported along public roads or State highways will be required to be covered by means of a tarp or other suitable device. The CONTRACTOR may be required to register commercial haul vehicles at landfills and other disposal locations.

The CONTRACTOR shall submit to the AGENCY certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR and approved by the AGENCY. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The AGENCIES reserve the right to re-measure trucks at any time to verify reported capacity.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate, as described above. Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All tailgates and extensions to the bed are subject to acceptance or rejection by the AGENCY'S inspector.

The AGENCY will determine if cyclone fence may be used as temporary tailgates. If cyclone fence temporary tailgates are permitted, they must comply with the following specifications:

1. Fencing must be permanently attached to one side of the truck bed;
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire;
3. Fencing must extend to the bottom of the bed;
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations;
5. Solid iron metal bars must be secured to both sides of the fencing.

Trucks that do not comply with these conditions may be approved for use, depending upon the needs of the AGENCY, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation.

Trucks and other heavy equipment designated for use under this contract shall be furnished by the CONTRACTOR with two signs, one attached to each side. The signs shall identify both the Company Name and Truck Number. The use of magnetic signs is not permitted.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall

not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under this contract.

Loading equipment used under this contract shall be appropriately sized for the task required. Only rubber tired equipment will be permitted on paved surfaces and public right of way. The use of tracked equipment for specific tasks is only authorized with the prior approval of the AGENCY. The CONTRACTOR shall use mechanical equipment to load and reasonably compact debris into trucks and trailers. Load measurements will be reduced for trucks and trailers not loaded to capacity.

Equipment provided to crush, chip, grind, reduce, burn, sort, handle, or otherwise manipulate debris must be suitable for its intended purpose. The AGENCY reserves the right to request the removal of equipment by the CONTRACTOR that is deemed unsuitable.

The CONTRACTOR is responsible for providing all fuel, oil, fluids, maintenance, and other incidentals required to safely operate all equipment.

5.1 Hand loaded Vehicles

Debris removal companies may request approval to supplement their vegetative debris removal operations by hiring subcontractors who modify their trucks and trailers by extending sidewalls with plywood or other materials to increase the vehicle's load capacity. Because of the tenuous nature of these improvements, the operators usually load these vehicles by hand. The increased capacity of these vehicles is negated by the inefficiencies of loading the trucks or trailers by hand instead of using mechanical equipment. Hand loading cannot achieve the compaction levels comparable to mechanically loaded vehicles. Unit costs for transporting debris are based on mechanical loading of trailers or trucks. Pay volumes of hand loaded trucks or trailers will be reduced by 50%.

5.2 Securing Loads

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent reduction byproducts and other materials from being blown from the bed during hauls to disposal landfills. The overall maximum height of hauling equipment, including sideboards and debris, shall be no greater than 13 feet 6 inches, or as approved by the AGENCIES. The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. The CONTRACTOR must also verify the clearance of bridges and overpasses on all routes to be used; however, any such structure, with clearance less than 13 feet 6 inches should be placarded showing the reduced clearance. Maximum width of a truck should be no

greater than 8 feet 6 inches wide. The CONTRACTOR is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

5.3 Equipment Signage

Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

5.4 Load and Speed Limitations

The Bidder's attention is directed to the Annotated Code of Maryland, Transportation Article, Section 24-206, authorizing the appropriate County authorities of the counties listed below, to establish such load limits and appropriate speed limits on County roads as may be necessary to preserve the roads and provide adequately for public safety. The Bidder is advised to consult with the County Engineer in order to ascertain the extent of any restrictions applicable to County roads that the County authorities may propose to establish in connection with the construction of a Contract.

5.5 Compliance with Maryland Vehicular Laws

The Maryland Vehicle Law requires each motor vehicle, trailer, semi-trailer, and pole trailer driven on a highway to be registered.

There are some exceptions to this general requirement concerning nonresidents. If a nonresident is operating a vehicle in Maryland as described below the nonresident exemption is not applicable, and the vehicle being operated shall be titled and registered in conformance with the applicable Motor Vehicle Laws when the vehicle is:

1. Used for transporting persons for hire, compensation, or profit;
2. Regularly operated in carrying on business in this State;
3. Designed, used, or maintained primarily for the transportation of property; or
4. In the custody of any resident for more than 30 days during any registration year.

In addition to the titling and registration requirements for vehicles being operated in Maryland, all equipment being used shall be properly identified. Maryland classifies this equipment as "Special Mobile Equipment", which is defined as a vehicle that:

1. Is not used primarily for highway transportation or property, and
2. Is operated or moved on highway only as an incident to its non-highway use.

Special mobile equipment includes a road construction or maintenance machine, mobile crane, ditch digger, well driller, concrete mixer, job site office vehicle, or portable power generator.

An interchangeable license plate is issued to special mobile equipment; however, titling is not required.

For additional information concerning the requirements for titling and registering vehicles in Maryland, contact the Motor Vehicle Administration, Chief, Division of Vehicle Registration.

The Contractor shall adhere to all State Motor Vehicle Laws and safety regulations.

6.0 SPECIAL CONSIDERATIONS

6.1 Damage to Public or Private Property

Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the state. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of this project.

The CONTRACTOR shall be responsible for any damage to private or public property that results from his debris collection and removal activities. Disagreements will be settled through negotiations. Repair of damaged areas will be performed immediately. The affected area or item will be restored to equal or better than its original condition. The CONTRACTOR shall supply the AGENCY with semi-monthly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

6.2 Construction Safety & Health Standards

The CONTRACTOR (including their subcontractor) personnel shall comply with *GENERAL PROVISIONS SECTION 7 – Legal Relations and Responsibilities to Public*, Subsection *GP 7.05 – Construction Safety and Health Standards* of the Maryland Department of Transportation, State Highway Administration, *Standard Specifications for Construction and Materials*, dated January 2001, and as amended. Additionally, at a minimum, all CONTRACTOR personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations:

1. Hard hats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction.

2. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls.

3. Adequate eye protection shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy.

4. Safety vest shall be worn by all exposed to vehicular traffic and construction equipment.

5. Standards and guidelines of the current *Manual on Uniform Traffic Control Devices* (MUTCD) shall be used when setting, reviewing, and removing traffic controls.

6. Flag persons shall be certified according to the Maryland Flagger Certification Program.

7. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking.

8. Explosives shall be purchased, transported, stored, used and disposed of by a Maryland State Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All Federal, State and local regulations pertaining to explosives shall be strictly followed.

9. All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Maryland Occupational Safety and Health agency (MOSH). If extension cords are used, they shall be free of defects and designed for their environment and intended use.

6.3 Federal Aid Highways

The Federal Highway Administration (FHWA) will reimburse AGENCIES for eligible costs associated with clearing, removing and disposing of disaster related debris from Federal Aid Highways. This pertains only to the right of way on federal aid routes and, within that right of way, only to the travel way, shoulders, cut and fill slopes, drainage ditches and structures. Debris that is brought to the right of way from public or private property adjoining the right of way is not eligible for FHWA reimbursement. The AGENCIES know which streets and highways within their jurisdiction qualify as Federal Aid Highways. The loading site monitors will advise the CONTRACTOR whenever debris clearing or removal work is being performed on one of these highways.

Operations on Federal Aid Highways must be clearly separated and distinguished from operations on non-Federal Aid Highways. The loading site monitor will prepare separate load tickets for debris clearing and removal operations on these two types of highways and the loads shall not be commingled. The CONTRACTOR will clearly separate these load tickets and all related costs when preparing requests for payment.

This process will normally pertain only to debris clearing tasks that are authorized and to the first complete pass for debris removal, and will include only that debris within the right of way that is eligible, as described above. Thereafter, it is assumed that excessive quantities of non-eligible debris will have been brought to the right of way and FHWA

policies preclude further reimbursement consideration. Reimbursement for the cost of subsequent debris removal passes will be the responsibility of other agencies having jurisdiction.

This section is intended to provide general guidance for understanding the FHWA Emergency Relief Program and the background knowledge to allow for separation of the FHWA and FEMA cost eligibility and reimbursement processes:

1. The following excerpt is taken from the FHWA Emergency Relief Manual:

   "The clearing limits for debris, including downed timber, normally, should include the traveled way, cut and fill slopes and any additional clearing required to assure the full functioning of the pavement, drainage ditches, and structures, including the clear zone for safety. Clearing of the remainder of the full right-of-way is the responsibility of the agency having jurisdiction. Cut sections should be cleared to the safe distance that will assure that no debris will cause roadway slope erosion or will roll down to clog ditches or endanger traffic on the pavements and shoulders. The timber and debris removal operations should conform to the standards of safety for that particular route.

   In the case of normal medians, the necessary cleanup of downed timber and debris is eligible. Where directional roadways or divided highways are widely separated because of terrain or for aesthetic reasons, the cleanup of the entire median would not be eligible. Each directional roadway should be treated as a separate roadway, including cut and fill slopes, and handled as described in the above paragraph."

2. As a rule of thumb, the costs associated with the first pass of debris removal to clear federal aid highways are typically eligible for reimbursement. The following list of basic guidelines were prepared by FHWA in order to provide some additional clarification of what are typically found to be eligible costs associated with timber and debris removal under the FHWA Emergency Relief Program.

   a. The clearing limits of debris removal eligible for FHWA participation normally include the travel way, shoulders, cut and fill slopes, drainage ditches and structures within the right of way on federal aid routes. Typically, those areas necessary for the full functioning of the highway are eligible however, all areas within the right of way, such as debris in wide medians not impacting the highway, may not be eligible.
   b. The reasonable hauling and disposal costs (except hauling to sawmill's) for debris meeting the criteria in item number (a) are eligible.
   c. The costs for chipping or grinding of debris meeting the criteria in item number (a) are eligible.
   d. Typically, debris removal is established when the damage is widespread and usually one report is prepared on a countywide or citywide basis. It is normal to establish one project number per locality as long as the debris is quantified and tracked by route and location to ensure it came from a federal aid highway.

e. Usually, debris is not eligible on a site by site basis unless, in unique situations, the removal cost would clearly be in excess of $5,000.00.
f. Debris removal is not intended to cover all general minor cleaning of ditches and pipes especially in areas where there is no other eligible damage. This would normally be considered to be heavy maintenance.

3. The removal of any debris from the right of way that doesn't meet the above guidelines and, in particular, the removal of debris that may be brought to the right of way by adjacent property owners during their recovery operations is not eligible for FHWA cost reimbursement. Such costs may be eligible for reimbursement under the FEMA procedures but it is incumbent upon the authorized agencies to be able to track and separate these costs. With that in mind, the remainder of these guidelines is intended to provide methods and techniques that may be useful to the various authorized agencies in using the regional hurricane debris contracts and in documenting the resulting costs.

FHWA has required contract provisions that must be included in all Federal Aid Projects. These provisions are included in EXHIBIT 1.

6.4 Traffic Control Requirements

Where the State Highway Administration (SHA) is the AGENCY, or the operations are being performed on highways or right of way owned and maintained by the Administration, the CONTRACTOR can expect certain limitations on operations and traffic maintenance responsibilities. Operations along State Highways shall be coordinated directly with SHA personnel.

The following provisions are applicable along State Highways:

1. The CONTRACTOR will be responsible for the control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with MUTCD and SHA specifications.
2. The CONTRACTOR will be responsible for obtaining SHA lane closure permits as necessary.
3. The CONTRACTOR shall not conduct operations when the weather causes unsafe conditions for the traveling public as determined by the AGENCY.
4. Restrictions to lane closures may apply, based upon location. Generally lane closures are not permitted from 6 AM to 9 AM, and 3 PM to 6 PM, and on, before, or immediately after holidays. The CONTRACTOR will coordinate directly with SHA personnel at each work location.

Public works departments and local jurisdictions may have additional regulations. The CONTRACTOR will coordinate at each location with appropriate transportation officials.

6.5 Private Property Access

The CONTRACTOR is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or rights-of-way. If circumstances make removal of debris from private property necessary or beneficial, a change to the scope of work will be negotiated. The AGENCY will be responsible for obtaining all necessary right of entry agreements with the property owner(s).

6.6 Debris Collection Efficiency and Cleanliness

The CONTRACTOR is responsible for collecting and removing, from public rights-of way and public property, all debris that exceeds in size, weight, volume, or shape that can reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into plastic bags. The CONTRACTOR will collect and remove all debris existing on a street during each pass, including plastic bags of debris collected by homeowners, and not leave any debris for subsequent passes. This does not preclude the CONTRACTOR from using separate vehicles and crews to: separate plastic bags from other vegetative debris; collecting C&D debris; collecting recyclable timber or from hauling stumps with root balls. The CONTRACTOR will organize his equipment and crews so that all types of debris are collected within any one pass.

6.7 Hazardous Materials

If the CONTRACTOR encounters or exposes during operations any abnormal conditions that indicate the presence of a hazardous material or toxic waste, work in the area shall immediately be suspended and the AGENCY representative notified. The CONTRACTOR operations in this area shall not resume until permitted by the AGENCY representative; however, the CONTRACTOR may continue working in other areas of the project, unless directed otherwise.

Abnormal conditions shall include, but not be limited to, the presence of barrels, obnoxious or unusual odors, excessively hot earth, smoke, or any other condition that could be a possible indicator of hazardous material or toxic waste. All items of work necessary to handle and dispose of these materials are not included in this contract and shall be performed under separate contract or negotiated individually. Disposition of the hazardous material or toxic waste shall be made in conformance with all applicable requirements and regulations.

For any debris encountered on the project by the CONTRACTOR suspected to be hazardous or toxic, the AGENCY may require the CONTRACTOR to have it tested and certified to be in conformance with all applicable requirements and regulations. Debris

found to be hazardous or toxic shall not be incorporated into the work. The required testing will be determined by Maryland Department of the Environment and may include, but not be limited to, the EPA Toxicity Characteristic Leaching Procedure (TCLP) or its successor. The evaluation and interpretation of the test data will be made by the Maryland Department of the Environment.

7.0 CONTRACT REQUIREMENTS

7.1 Bid Bond & Performance Bond

A bid bond or other suitable security in the amount of $200,000, or five percent of the bid amount, whichever is greater, must be submitted prior to bid opening. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for bid, performance, and payment bonds is limited to:

1. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

2. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;

3. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

4. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. Attachment H is the bid bond form satisfactory to the State.

Successful Offeror shall furnish a Performance Bond within 10 days of notice of recommendation for award. The Performance Bond shall be in the amount of $200,000, or one hundred percent of the contract amount, whichever is greater.

Acceptable security for performance bonds shall be limited to:

1. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

2. A bank certified check, bank cashier's check, bank treasurer's check, cash or trust account;

3. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

4. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer; or

5. The grant of a mortgage or Deed or Trust on real property located in the State when:
   a. Satisfactory to the Procurement Officer.
   b. When the face amount does not exceed 75% of the Contractor's equity interest.
   c. The assignment is appropriately recorded in the land records of the county in which the property is located.

A sample of the bond is enclosed for informational purposes. The offeror recommended for award will be advised to execute the bond.

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to $750,000. MSBDFA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFA's exposure on any bond guaranteed may not, however, exceed $900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than $50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the State's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, MD 21202
Phone: 410-333-4270
Fax: 410-333-6931

7.2 Contractor Liability

The awardee agrees to indemnify and hold the state harmless from and against all liabilities, losses, damages, claims and costs (including attorney's fees) of any description imposed on, incurred by or asserted against the state, based upon, arising out of, or resulting from any use or disclosure of such confidential information by the vendor or any party acquiring such information, directly or indirectly, from the contractor.

The awardee must furnish and keep in effect during the term of this contract the following:

1. Certificate of Liability Insurance - General liability insurance in the amount of $1,000,000 per occurrence $2,000,000 aggregate, including but not limited to Personal Injury Liability Coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, liable, slander or other tortuous conduct caused by any acts of the Contractor's employees.

   On the Certificate of Liability, the Description of Operations shall read as follows:

   Courier Services – State of Maryland

   The certificate holder shall read as follows:

   Department of General Services
   Room M-3
   301 West Preston Street
   Baltimore, MD 21201

2. Motor vehicle liability insurance with a minimum bodily injury limit of $300,000 for each person and $500,000 aggregate for each occurrence.

3. Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.

4. Fidelity Bond – Contractor's employees shall be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the state or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least $2,500 per occurrence, per employee. Contractor shall deliver said bond or bonds to the State not later than time of award.

5. The awardee must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is cancelled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

6. Certificate of Liability Insurance, Motor Vehicle Liability Insurance, Workmen's Compensation Insurance and Fidelity Bond must be submitted by fax to the Procurement Officer within five (5) days of the request.

7.3 Price Escalation, Changes, Additions, Extra Work

One hundred twenty (120) days prior to the end of the first year and at the end of any exercised option, the contractor may request, in writing, a cost adjustment to be in effect for the two (2) subsequent years of the contract. Any proposed increases in price shall not exceed the rate of inflation as determined by the Consumer Price Index for all urban consumers (CPI-U)-U.S. City average all items 1982 84=100 published by the Bureau of Labor Statistics at the time of the request. The State reserves the right to adjust the scope of the contract in order to keep expenditures within the authorized appropriations. This provision is in addition to the provision for increase in dumping fees at the landfill.

Upon proper action by the State, changes, additions or deductions from the work to be performed shall be authorized by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the Contract Monitor. If any changes causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the DGS Procurement Officer shall make an equitable adjustment and modify the contract in writing.

Unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the Contract Monitor or authorized agent within 24 hours of delivery of notice of said deficiency. The State retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

7.4 Deficiencies, Corrective Actions and Deductions

When the Contractor's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

1. Corrective Actions: If deficiencies are identified, the State must take action to correct those deficiencies using one, or in some cases a combination of, the following:

2. Stop unsafe Work. The State's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

3. Issue a Stop Work Order. If the State's authorized agent determines the deficiency is serious, the State can issue a stop work order.

Reduced Value Deduction: The State may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is

performed by the State or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made.

The state may discuss corrective actions with the Contractor to prevent future occurrences.

The DGS Procurement Officer will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notices, when delivered to the contractor at the site of work shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the DGS Procurement Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the DGS Procurement Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

7.5 Warranties and Representations

This contract is binding upon and insures to the benefit of the State or Assigns and is the whole agreement of the parties and governed by the Law of the State of Maryland. The appropriate venue for any litigation resulting hereunder is the State of Maryland.

The Contractor shall comply with all Federal, State, County and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal Law is not now and has never been debarred from performing Federal Government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

Payments will only be made by FEMA if all eligibility requirements are met.

7.6 Small and Minority Business/Bid Proposal Affidavit

Small businesses are encouraged to respond to this solicitation.

The Maryland State Department of General Services adheres to the State of Maryland small and minority business policies. A minority business enterprise subcontractor participation goal of 25% has been established for individual Task Orders to the extend it is reasonable. The contractor shall structure its awards of subcontractors under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

A current directory of MBE's is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, and P. O. Box 8755, B.W.I.

Airport, Maryland 21240-0755. The phone number is 410-865-1269. The directory is also available at http://www.mdot.state.md.us. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on ME's is available via this web site.

These documents are required and shall be submitted with the bid electronically with your bid or prior to the bid opening **(MBE forms DGS-MBE-01-A and DGS-MBE-03-C. Use the attached forms only**.

In accordance with COMAR 21.11.03.09 (5); failure to complete and submit the MBE forms completely and accurately shall deem your bid *non-responsive*.

MBE forms can be mailed or hand carried to the attention of the Procurement Officer in a sealed envelope prior to the bid opening. **MBE forms cannot be faxed.**

If the MBE Forms are not submitted electronically with your bid, hand carried or mailed to the attention of the Procurement Officer in a sealed envelope prior to the bid opening, your bid shall be rejected from consideration.

NOTE: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

PLEASE NOTE: The Prime Contractor CANNOT count itself towards the MBE Goal.

You must submit the attached Bid Proposal Affidavit with your bid. In accordance with COMAR 21.05.08.07, failure to complete and submit the Bid Proposal Affidavit shall deem your bid *non-responsive*. The bid proposal affidavit may be submitted electronically with your bid, hand carried or mailed to the attention of the Procurement Officer in a sealed envelope prior to the bid opening. If your Bid-Proposal is not completed accurately or delivered as specified above, your bid shall be rejected from consideration.

7.7 Living Wage

A solicitation for services under a State contract valued at $100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment Z entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $11.72 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value is performed in the Tier 2 Area, a Bidder shall pay each covered employee at least $8.81 per hour. The specific Living Wage rate is

determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

*****See the LIVING WAGE attachments to this solicitation*****
***** Read the attachments thoroughly and retain for future reference*****

7.8 eMarylandMarketplace

eMM is an electronic commerce system administered by the Maryland Department of General Services.. In addition to using the DGS web site (www.dgs.maryland.gov) and other means for transmitting the solicitation, associated materials, summary of the pre-Bid conference, Bidders questions and the Procurement Officer's responses, addenda, and solicitation related information will be provided via eMarylandMarketplace. In order to receive a Contract award bidder must be registered on eMM.

7.9 Recommendation of Award

DGS intends to award multiple contracts to multiple contractors who are determined to be responsive and responsible bidder in accordance with Indefinite Quantity contracts (COMAR 21.06.03.06.A. (2).

NOTE: **Bids for this solicitation are only accepted electronically online**, all items to be submitted with the bid will be accepted online with the bid, hand carried or mailed to the attention of the Procurement Officer in a sealed envelope prior to the bid opening.

ATTACHMENT 1
DEBRIS REMOVAL FOR EMERGENCY SITUATIONS
PROPOSAL CONTRACT BID ITEMS

ITEM	DESCRIPTION	UNIT
1	CLEAR DEBRIS FROM TRAVEL LANES	Lane Mile
2	TRAVEL LANE DEBRIS REDUCTION BY CHIPPING	Lane Mile
3	DEBRIS REMOVAL & HAUL LESS THAN 15 MILES	Cubic Yard
4	DEBRIS REMOVAL & HAUL 16-30 MILES	Cubic Yard
5	DEBRIS REMOVAL & HAUL 31-60 MILES	Cubic Yard
6	DEBRIS REMOVAL & HAUL 61-90 MILES	Cubic Yard
7	DEBRIS REMOVAL & HAUL 91-120 MILES	Cubic Yard
8	REMOVAL OF TREE LIMBS LESS THAN 6 INCH DIAMETER	Each Tree
9	REMOVAL OF TREE LIMBS GREATER THAN 6 INCH DIAMETER	Each Tree
10	TREE REMOVAL LESS THAN 18 INCH DIAMETER	Each
11	TREE REMOVAL 18-36 INCH DIAMETER	Each
12	TREE REMOVAL GREATER THAN 36 INCH DIAMETER	Each
13	GRIND OR REMOVE TREE STUMP 24-35 INCH DIAMETER	Each
14	GRIND OR REMOVE TREE STUMP 36-47 INCH DIAMETER	Each
15	GRIND OR REMOVE TREE STUMP OVER 48 INCH DIAMETER	Each
16	DRAINAGE DITCH DEBRIS REMOVAL WIDTH LESS THAN 4 FEET	Linear Feet
17	DRAINAGE DITCH DEBRIS REMOVAL WIDTH 4 TO 8 FEET	Linear Feet
18	DRAINAGE DITCH DEBRIS REMOVAL WIDTH GREATER 8 FEET	Linear Feet
19	DEBRIS REMOVAL FROM DRAINAGE INLET	Each
20	TDSRS SETUP, OPERATION, MANAGEMENT & SITE RESTORATION	Cubic Yard
21	AGENCY TDSRS OPERATION SUPPORT	Cubic Yard
22	TDSRS INSPECTION TOWER	Each
23	PORTABLE TRUCK WEIGHT CERTIFICATION SCALES	Each
24	DEBRIS HAULING FROM TDSRS LESS THAN 15 MILES	Cubic Yard
25	DEBRIS HAULING FROM TDSRS 16-30 MILES	Cubic Yard
26	DEBRIS HAULING FROM TDSRS 31-60 MILES	Cubic Yard
27	DEBRIS HAULING FROM TDSRS 61-90 MILES	Cubic Yard

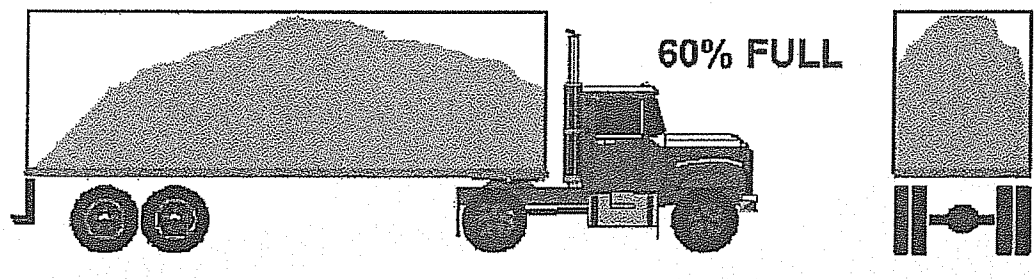
28	DEBRIS HAULING FROM TDSRS 91-120 MILES	Cubic Yard
29	SORTING SALVAGABLES AND RECYCLABALES	Cubic Yard
30	VOLUME REDUCTION BY CHIPPING OR GRINDING	Cubic Yard
31	VOLUME REDUCTION BY AIR CURTAIN INCINERATION	Cubic Yard
32	VOLUME REUCTION BY OPEN BURNING	Cubic Yard
33	DEAD ANIMAL CARCASS DISPOSAL	Ton-Mile

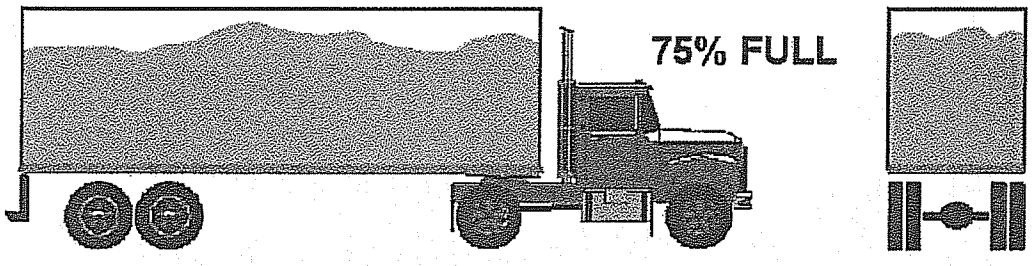
ATTACHMENT 2
SAMPLE LOAD TICKET

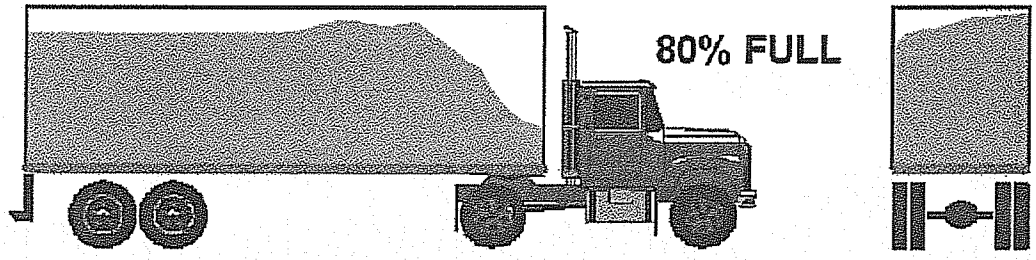
HURRICANE/DISASTER DEBRIS LOAD TICKET		
Municipality:	Disaster Number:	Ticket Number:
Date: Time:	No. of Passes: Please Circle One 1 2 3 4	
CONTRACTOR INFORMATION:		
Prime Contractor Name:		
Truck Company Name:		
Truck Driver Name:		
PICK-UP LOCATION:		
Subdivision Name:		
Street Name:		
From:		
To:		
Federal Aid Highway Please Circle One: Yes No		
Loading Site Monitor Signature:		
TRUCK TYPE AND CAPACITY INFORMATION:		
Truck Number:	Type of Truck:	
Loading Method: Please Circle One: Machine Hand		
Measured CY Capacity:	% Full:	Actual CY Load:
DEBRIS CLASSIFICATION:		
Vegetative:	White Good:	C&D: Chips/Mulch/Ash:
REDUCTION SITE INFORMATION:		
Location of TDSRS:		Date: Time:
Straight-Line Distance to TDSRS:	Please Circle One: 7.5 miles 15 miles 30 miles 60 Miles	
TDSRS Monitor Signature:		
DISPOSAL SITE INFORMATION:		
Disposal Date:	Disposal/Recycling Facility Location:	
Distance Hauled from TDSRS location. Actual Mileage	*Route must be approved by authorized agency.*	
DISPOSAL/RECYCLING FACILITY SIGNATURES:		
Contractor Representative:	Disposal/Recycling Facility Monitor:	
State Inspector (if applicable):	Federal Inspector (if applicable):	
Comments:		

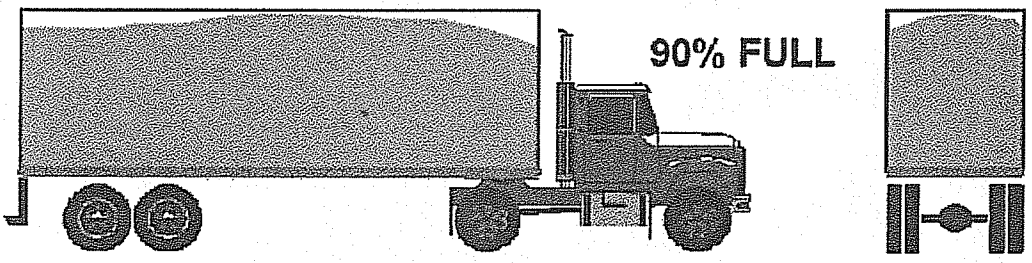
*Ticket number shall be sequentially numbered with NO duplication
** All spaces will be filled in and all entries will be legibly printed.

ATTACHMENT 3
TRUCK LOAD REDUCTIONS









ATTACHMENT 4

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE (TDSRS) SETUP, OPERATION AND CLOSEOUT GUIDELINES

Temporary Debris Storage and Reduction Site (TDSRS) Setup

The topography and soil/substrate conditions shall be evaluated to determine best site layout. When planning site preparation, the CONTRACTOR shall incorporate restoration measures. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist shall be used to evaluate a site before the CONTRACTOR begins operations and used during and after to ensure that site conditions are properly documented.

TDSRS Baseline Data Checklist. As directed by the AGENCY, the CONTRACTOR may be required to:

Before activities begin:

- Take ground or aerial video/photographs
- Note important features, such as structures, fences, culverts, and landscaping
- Take random soil samples, **if required**
- Take random groundwater samples, **if required**
- Take water samples from existing wells, **if required**
- Check the site for volatile organic compounds, **if required**
- Comply with all Federal, State and Local permit conditions, as applicable

After activities begin:

- Establish groundwater-monitoring wells
- Take groundwater samples
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas
- Maintain construction entrance
- Perform dust control, if required
- Progressive updates:
  - Update videos/photographs
  - Update maps/sketches of site layout
  - Update quality assurance reports, fuel spill reports, etc.

TDSRS Operations
Lined temporary storage areas shall be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners shall be placed under stationary equipment such as generators and mobile lighting plants with addition of a six-inch sand layer or other absorbent material. These actions shall be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair shall be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

The CONTRACTOR shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

The CONTRACTOR shall consider on-site traffic patterns and segregate materials based on planned volume reduction methods and approved material recycling programs. Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal/disposal shall be viewed as a multi-staged operation with continuous volume reduction. There shall be no significant accumulation of debris at a TDSRS. Instead, debris shall be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill.

The CONTRACTOR shall advise the AGENCY of all recycling plans that involve use of a TDSRS. Any marketable materials such as: timber suitable for lumber and chips/mulch suitable for boiler fuel or landscaping will be controlled separately from all reduced debris that will be hauled to a landfill. Such recycling products will be measured in quantity and reported to the AGENCY.

TDSRS Closeout Inspection
Each site shall be eventually emptied of all material and be restored to its previous condition and use unless otherwise agreed upon. The CONTRACTOR is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. Appropriate AGENCY inspectors will monitor all closeout activities to ensure that the CONTRACTOR complies with this Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDSRS operation. It should be noted that the Virginia Department of Environmental Quality Emergency Permits include closure and site restoration standards. DEQ Emergency Permit requirements must be met to ensure proper site closure and compliance will be a condition for reimbursement by FEMA and Federal Highway funding sources. Where sites are not properly closed or environmental releases occur, post-closure care may be mandated.

TDSRS Closeout Planning
The CONTRACTOR must assure the AGENCY that all TDSRS are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local press

and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

TDSRS Remediation

During the debris removal process and after the material has been removed from each of the TDSRS, environmental monitoring is required to close each of the sites. This is to ensure that no long-term environmental contamination remains on the site. The monitoring shall be done on three different media: ash, soil, and groundwater.

- **Ash:** The monitoring of the ash shall consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil:** Monitoring of the soils shall be by portable inspection methods to determine if any of the spoils are contaminated by volatile hydrocarbons. The CONTRACTOR is required to perform this inspection if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring shall be performed after the stockpiles are removed from the site.
- **Ground Water:** The monitoring of the groundwater shall be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

TDSRS Closeout Coordination

The CONTRACTOR shall coordinate the following closeout requirements through the AGENCY staff:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish an independent testing and monitoring program. The CONTRACTOR is responsible for environmental restoration of both public and leased sites. The CONTRACTOR shall also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate CONTRACTOR closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

Temporary Debris Storage and Reduction Site (TDSRS) Closure Checklist

- Site number and location
- Date closure complete
- Household hazardous waste removed
- CONTRACTOR equipment and temporary structures removed
- CONTRACTOR petroleum spills remediated
- Ash piles removed
- Comparison of baseline information to conditions after the CONTRACTOR has vacated the temporary site
- Appendices
- Closure documents
- Contracting status reports
- Contract
- Testing results
- Correspondence
- Narrative responses

Establishing Temporary Debris Storage and Reduction Site (TDSRS) For Burning and Grinding Operations

General

When preparing temporary facilities for handling debris resulting from the clean up efforts due to hurricane or other natural or man-made disaster damage, the following guidelines shall be considered when establishing TDSRS for Burning and Grinding Operations.

These guidelines apply only to sites for grinding or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements shall be made to screen out unsuitable materials.

The two methods of reducing vegetative and land clearing storm debris are "chipping/grinding" for use in landscape mulch, compost preparation, and industrial boiler fuel or using an "air curtain burner (ACB)", with the resulting ash being land applied as a liming agent, incorporated into a finished compost product, or being land-filled. Burning and Grinding Operations are subject to Rule 4-40 and contractors are required to comply with any and all applicable environmental regulations.

Chipping and Grinding TDSRS

Locating TDSRS for chipping/grinding of vegetative and land clearing debris requires a detailed evaluation of potential sites and possible revisits at future dates to determine if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating a site for "chipping/grinding" and are considered "minimum standards" for selecting a site for use:

1. Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in the city/county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.

2. Storage areas for incoming debris and processed material shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.

3. Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings/structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.
4. Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.

5. Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.

6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.

7. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.

8. Sites shall be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes shall be installed as soon as possible for access control. Sites shall have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary and/or secondary roads to the site.

9. When possible, signs shall be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an after hours emergency.

10. Grinding of clean wood waste such as pallets and segregated non-painted/non-treated dimensional lumber is permitted.

11. Final written approval is required from the AGENCY to consider any TDSRS to be closed. Closure of TDSRS shall be within 60 days of removal of last load of debris or reduction products.

If conditions at the site become injurious to public health and the environment, the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the closure and restoration guidelines for TDSRS.

Air Curtain Burner Sites

Locating sites that are intended for air curtain burning (ACB) operations is a coordinated effort between the AGENCY and the local air quality officials for evaluating the surrounding areas and to reevaluate potential sites used in the past. The following guidelines are presented for selecting an ACB site and operational requirements once a site is in use:

1. Contact the local fire marshal or fire department for input into site selection in order to minimize the potential for fire hazards, other potential problems related to fire fighting that could be presented by the location of the site, and to ensure that adequate fire protection resources are available in the event of an emergency.

2. The requirements for ACB device(s), in accordance with local fire safety rules require the following buffers: a minimum of 500 feet from the ACB device to homes, dwellings and

other structures and roadways. Contact the local Fire Marshal's Office for updates or changes to their requirements.

3. Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in the city/county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACB pit devices are utilized, a minimum two-foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.

4. Storage areas for incoming debris shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.

5. Storage areas for incoming debris shall be located at least 100 feet from property boundaries and on-site buildings/structures.

6. Air Curtain Burners in use shall be located at least 100 feet from on-site storage areas for incoming debris and 200 feet from, potable water supply wells, and septic tanks and leaching fields.

7. Wood ash stored on-site shall be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash shall be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.

8. Wood ash to be land applied on site or off site shall be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.

9. Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site it will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged, and a 100-foot buffer shall be maintained for all activities on-going at the site.

10. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.

11. Provisions shall be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks

or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control shall be installed as soon as possible.

12. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.

13. Closure of air curtain burner sites shall be within 60 days of removing the last load of debris or reduction products. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the guidelines for closure and restoration of TDSRS.

Environmental Checklist for Air Curtain Pit Burners

Incineration site inspections will also include an assessment of the environmental controls being used by the CONTRACTOR. Environmental controls are essential for all incineration methods, and the following will be monitored:

- A setback of at least 100 feet shall be maintained between the debris piles and the incineration area. Keep at least 500 feet between the incineration area and the nearest building, roadway or wooded area. Contractor shall use fencing and warning signs to keep the public away from the incineration area.

- The fire shall be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound shall be removed when it reaches two feet below the lip of the incineration pit.

- The incineration area shall be placed in an aboveground or below ground pit that is no wider than eight feet and between 9-14 feet deep.

- Above ground incineration pits shall be constructed with limestone and reinforced with earth anchors or wire mesh to support the weight of the loaders. There shall be a one-foot impervious layer of clay or limestone on the bottom of the pit to seal the ash from the aquifer.
- The ends of the pits shall be sealed with dirt or ash to a height of four feet.

- A 12-inch dirt seal shall be placed on the lip of the incineration pit area to seal the blower nozzle. The nozzle shall be 3-6 inches from the end of the pit.

- There shall be one-foot-high, unburnable warning stops along the edge of the pit's length to prevent the loader from damaging the lip of the incineration pit.

- Hazardous or contaminated ignitable material shall not be placed in the pit. This is to prevent contained explosions.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportu-nity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the--job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibili-ties to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investgation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promo-tion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechan-ics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or

incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classifi-cation, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determi-nation within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determi-nation for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated dam-ages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surround-ings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construc-tion safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transporta-tion; or

Whoever knowingly makes any false statement, false represen-tation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false repre-sentation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supple-mented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environ-mental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicita-tions for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the depart-ment, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immedi-ate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certifi-cation Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or volun-tarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employ-ment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

ENGINEERS ESTIMATE
DEBRIS REMOVAL FOR EMERGENCY SITUATIONS
PROPOSAL CONTRACT BID FORM
QUANTITIES ESTIMATED FOR BIDDING PURPOSES ONLY

ITEM	DESCRIPTION	UNIT	QUANTITY	BID AMOUNT	TOTAL PRICE
1	CLEAR DEBRIS FROM TRAVEL LANES	Lane Mile	2.00		
2	TRAVEL LANE DEBRIS REDUCTION BY CHIPPING	Lane Mile	1.00		
3	DEBRIS REMOVAL & HAUL LESS THAN 15 MILES	Cubic Yard	3,000.00		
4	DEBRIS REMOVAL & HAUL 16-30 MILES	Cubic Yard	3,000.00		
5	DEBRIS REMOVAL & HAUL 31-60 MILES	Cubic Yard	2,000.00		
6	DEBRIS REMOVAL & HAUL 61-90 MILES	Cubic Yard	1,500.00		
7	DEBRIS REMOVAL & HAUL 91-120 MILES	Cubic Yard	500.00		
8	REMOVAL OF TREE LIMBS LESS THAN 6 INCH DIAMETER	Each Tree	20.00		
9	REMOVAL OF TREE LIMBS GREATER THAN 6 INCH DIAMETER	Each Tree	10.00		
10	TREE REMOVAL LESS THAN 18 INCH DIAMETER	Each	5.00		

11	TREE REMOVAL 18-36 INCH DIAMETER	Each	2.00		
12	TREE REMOVAL GREATER THAN 36 INCH DIAMETER	Each	1.00		
13	GRIND OR REMOVE TREE STUMP 24-35 INCH DIAMETER	Each	6.00		
14	GRIND OR REMOVE TREE STUMP 36-47 INCH DIAMETER	Each	4.00		
15	GRIND OR REMOVE TREE STUMP OVER 48 INCH DIAMETER	Each	2.00		
16	DRAINAGE DITCH DEBRIS REMOVAL WIDTH LESS THAN 4 FEET	Linear Feet	600.00		
17	DRAINAGE DITCH DEBRIS REMOVAL WIDTH 4 TO 8 FEET	Linear Feet	300.00		
18	DRAINAGE DITCH DEBRIS REMOVAL WIDTH GREATER 8 FEET	Linear Feet	150.00		
19	DEBRIS REMOVAL FROM DRAINAGE INLET	Each	5.00		
20	TDSRS SETUP, OPERATION, MANAGEMENT & SITE RESTORATION	Cubic Yard	7,500.00		
21	AGENCY TDSRS OPERATION SUPPORT	Cubic Yard	2,500.00		
22	TDSRS INSPECTION TOWER	Each	1.00		
23	PORTABLE TRUCK WEIGHT CERTIFICATION SCALES	Each	1.00		

24	DEBRIS HAULING FROM TDSRS LESS THAN 15 MILES	Cubic Yard	3,000.00		
25	DEBRIS HAULING FROM TDSRS 16-30 MILES	Cubic Yard	3,000.00		
26	DEBRIS HAULING FROM TDSRS 31-60 MILES	Cubic Yard	2,000.00		
27	DEBRIS HAULING FROM TDSRS 61-90 MILES	Cubic Yard	1,500.00		
28	DEBRIS HAULING FROM TDSRS 91-120 MILES	Cubic Yard	500.00		
29	SORTING SALVAGABLES AND RECYCLABALES	Cubic Yard	1,000.00		
30	VOLUME REDUCTION BY CHIPPING OR GRINDING	Cubic Yard	2,500.00		
31	VOLUME REDUCTION BY AIR CURTAIN INCINERATION	Cubic Yard	1,500.00		
32	VOLUME REUCTION BY OPEN BURNING	Cubic Yard	250.00		
33	DEAD ANIMAL CARCASS DISPOSAL	Ton-Mile	100.00		

MODIFICATION #1
Region A
Specifications Section-C
DEPARTMENT OF GENERAL SERVICES
STATEWIDE DEBRIS REMOVAL FOR EMERGENCY SITUATION
EMERGENCY SNOW REMOVAL

1. MODIFICATION:

This Modification to the contract shall incorporate all Sections, Sub-Sections and attachments to the contract as applicable to include Emergency Snow Removal for Region A, Western Maryland Region: (Allegany, Garret and Washington Counties)

2. SCOPE OF WORK:

The objective of this modification to the Emergency Debris Removal contract is to secure the services of experienced CONTRACTORS capable of efficiently clearing and removing large volumes of Snow and Ice. The CONTRACTORS shall furnish all labor, supervision, materials, snow removal/hauling/salt spreader equipment, transportation of snow removal/hauling/salt spreader equipment, insurance, fuel, maintenance of snow removal/hauling/salt spreader equipment, operators and all ice melt, salt and all other incidentals necessary to clear, remove and haul snow accumulation and ice from roadways, parking areas, roofs, sidewalks, entrances and steps in the event of a snow emergency situation from State property, public property and public right-of-ways immediately after a snow emergency event within one (1) or more of the five (5) regions including associated agencies ad political subdivisions located within or compromising these regions respectively.

3. OBJECTIVE:

CONTRACTORS must be capable of assembling, directing, and managing a work force that can complete the clearing and removal of snow accumulation from any combination of AGENCIES in identified regions in an expeditious manor a specified in the task order within the time frame outlined in the task order. Authorized agencies include state agencies and political subdivisions of the STATE which may be cities, counties and towns (hereinafter referred to as AGENCIES) or authorized users. If a CONTRACTOR accepts a task order(s), the CONTRACTOR must provide evidence to all interested AGENCIES showing that the assembled workforce can undertake the additional work without jeopardizing the above time requirements.

All work must be performed in compliance with FEMA guidance and policies found in Public Assistance Debris Management Guide, FEMA-325, July 2007 and the 9500 series and associated amendments.

This modification to the contract will be notification to firms and will be activated only in a state of emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the contract is activated via a task order, either in anticipation of a natural disaster or immediately after a natural or man-made disaster.

4. CONTRACT ACTIVATION:

When a major snow event occurs or is imminent, the STATE will initially notify selected CONTRACTORS. This notification will serve to activate the lines of communication between the CONTRACTOR representatives and the STATE may require the CONTRACTOR to send

an Operations Manager to the STATE within 24 hours to begin planning for operations and mobilization, as well as pre-staging of resources as required. Subsequently, the STATE will identify those AGENCIES who are authorized to issue further task orders to the CONTRACTOR. The first task order issued by an AGENCY will authorize the CONTRACTOR to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. This first AGENCY task order will also direct the CONTRACTOR to execute any required contract documentation (i.e. Insurance, etc.) and will provide the necessary cost estimate to the agency.

Specific work authorizations by the AGENCIES will be through written task orders. Task orders will define the job to be accomplished, location of job, time frame for completion, cost estimates, etc. CONTRACTORS are to use any and all pre-approved rates.

The first task order from the STATE should be received by the CONTRACTOR and AGENCIES within the two (2) hours following notification of task order. Additional task orders will be issued by those AGENCIES indicated in the STATE'S order for the snow clearing, removal, hauling and salt spreading within the boundaries of that Agency's region. CONTRACTOR invoices for services performed under any task order issued by an AGENCY should be presented for payment to that AGENCY. The CONTRACTOR shall provide an Operations Supervisor for each AGENCY that initiates a task order for services. This Operations Supervisor will coordinate all activities of the CONTRACTOR within the boundaries of the AGENCY and with the AGENCY'S staff.

Modifications to the contract may be negotiated by an AGENCY and transmitted to the STATE'S Contract Manager (CM) for review and approval. If no objection is received within 24 hours the AGENCY and CONTRACTOR may proceed. The STATE will determine if a change negotiated by one AGENCY has applicability to other AGENCIES. All contract amendments and modifications shall be made in writing.

Snow clearing and removal will generally be limited to snow accumulation in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities including parking lots and roofs, and other public sites. The CONTRACTOR will be responsible for determining the method and manner of debris removal operations, consistent with this Scope of Work.

The CONTRACTOR may be responsible if necessary for the lawful hauling and disposal of snow and ice.

5. TASK ORDERS:

Each required service will be summarized in a Task Order Request that will be issued, as needed, throughout the term of the DGS Master Contract. The contractors placed on the DGS Master Contract will be asked to respond to a Task Order Request. Task Order request will initially be sent to the lowest bidder based on the prices received for this solicitation. If Contractor declines, the Agency may continue moving down the pre-qualified Contractors list based on prices received in the original solicitation. Negotiations during the Task Order request stage may be conducted to reach an acceptable price that FEMA/MEMA would consider a reasonable price.

A Task Order Request will be generated by the contractor explaining how the task will be accomplished to include categories, equipment, labor, equipment, etc. previously approved in the Master Contract. A specific Task Order Agreement will then be entered into between the AGENCY and the CONTRACTOR, which will bind the CONTRACTOR to the contents of its

Task Order response, including items previously approved by Master Contract for the task. Neither a Task Order, a Task Order Request, a CONTRACTOR'S response to a Task Order Request, nor a Task Order Agreement, may in any way conflict with or supersede the DGS Master Contract.

Task Order Requests initiated by the AGENCY shall define the scope and requirements. At a minimum, each Task Order Request will contain the following information:

1. The due date, time, and place for responding to the Task Order;
2. Technical requirements;
3. Performance objectives;
4. Specific information to be provided as requested by the Project Manager;
5. List of equipment needed for task;
6. Breakdown of anticipated project cost;
7. Estimated performance period to include start and end dates;
8. State resources (people, equipment and supplies) to be allocated for the task order;
9. Location where work will be performed;
10. Minority Business Enterprise Goal.

If the contractor fails to respond within two (2) hours of notification, the contractor shall explain in writing why to the State Contract Manager. Failure to respond within the allotted time frame may be cause to go to the next firm on the list. Failure of a firm to not respond at all may lead to termination for default. The CONTRACTOR may be responsible for any monies incurred by the Department for not responding to Task Order Request.

Work shall be initiated only upon issuance of a fully executed Task Order Agreement and a Notice to Proceed authorized and issued to the CONTRACTOR'S representative by the AGENCY Debris Contract Manager and/or designee.

The CONTRACTOR must respond to each Task Order Request. When the Contractor submits a Task Order Response, the Contractor shall do so in conformance with the requirements of the Master Contract and the Task Order Request.

This modification to the contract provides the overall framework for issuing, responding to and awarding work under Task Order's. This modification to the contract includes all general AGENCY terms and conditions, unit prices previously approved and all other details or circumstances which control all aspects of Task Order's. This contract will incorporate the entire solicitation, including any addenda.

The TASK Order will identify the CONTRACTOR'S performance schedule, including identifying hours of operations, and time allotted for completion.

The STATE makes no guarantee that it will purchase any service from any resulting contract modification. This contract will not be construed to require the STATE to procure exclusively from the CONTRACTOR. The STATE reserves the right to procure goods and services from other sources when it is in the best interest of the STATE to do so and without notice to the CONTRACTOR.

When performing a task order using hourly prices the CONTRACTOR shall submit a report to the AGENCY'S Debris Project Manager by 11:00 a.m. each business day, for the previous day's work for the term of the task order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name;
2. Contract Number;
3. Task Order Number;
4. Daily and cumulative hours for each piece of equipment, if appropriate;
5. Daily and cumulative hours for personnel, by position, if appropriate;
6. Volume of snow handled;

Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AGENCY.

6. NEGOTIATED RATES

When the CONTRACTOR is required to perform work due to additions or for changes to the Contract for which there are no applicable unit prices, the AGENCY and CONTRACTOR will make every effort to come to an agreed price for the performance of the work. Negotiated prices for items of work not specifically included in this modification to the contract should be determined during Task Order preparation whenever possible. Negotiated payments for items of work provided for, or similar to, items of work in this contract may not exceed the bid rate established in the proposal bid for this contract.

If an agreement is not reached prior to the time that work must begin, the AGENCY may elect to give written notification to the CONTRACTOR to proceed with the work on a force account basis while continuing to pursue a negotiated settlement. Failure to reach agreement prior to the completion of the work will necessitate that the work be completed and compensated in conformance with the following:

7. POSITIONS REQUIRED BY CONTRACTOR:

7.1 Hand Labor (Shoveler/Ground Clearing)

7.2 Salt Haulers

7.3 Salt Spreaders

7.4 Snow Clearing

7.5 Snow Hauling

7.6 Icicle Clearing

7.7 Roof Clearing

7.8 Laborer Traffic Control Person

7.9 Project Foremen (for every One (1) to five (5) team's depending on logistics and overall operation and includes Pick up truck, cell phone and fuel.)

7.10 Truck Driver

8. EQUIPMENT REQUIRED OR MAY NEED TO BE AQUIRED BY CONTRACTOR:

All equipment shall include an operator and fuel.

8.1 One (1) ton truck equipped with plow and salt spreader capabilities for the removal of snow hauling and spreading salt from the roads and parking areas as directed.

8.2 One (1) ton truck equipped with dump capabilities for the removal of snow from roads and parking areas and hauling salt as directed.

8.3 Dump truck 12 to 20 ton equipped with dump capabilities for the removal of snow from roads and parking areas and hauling salt as directed.

8.4 Tandem Dump Truck for the removal of snow and hauling salt.

8.5 Tandem Dump Truck equipped with plow and salt spreader capabilities for the removal of snow hauling and spreading salt from the roads and parking areas as directed

8.6 Three quarter (3/4) ton truck equipped with hydraulic mounted snow plows and attached salt spreaders for the removal of snow hauling and spreading of salt from the roads and parking areas as directed.

8.7 Three quarter (3/4) ton truck equipped with dump capabilities for the removal of snow hauling and spreading of salt from the roads and parking areas as directed.

8.8 Bucket Truck to be used as directed.

8.9 Front-end loader/Backhoe for the loading of snow onto trucks for disposal and removing snow from road ways.

8.10 Motor Grader for disposal and removing snow from road ways

8.11 Rubber tire bobcat for the loading of snow onto trucks for disposal and removing snow from road ways.

8.12 Skid Steer loading of snow onto trucks for disposal and removing snow from road ways.

8.13 Snow Blower Trucks and/or truck mounted snow blowers, for removal of snow from roads and parking areas.

8.14 Trucks with mounted snow blowers, for removal of snow from roads and parking areas.

8.15 Snow Dragon RM-90 for snow melting.

8.16 Snow Dragon RM-900 for snow melting.

8.17 Snow Dragon RM-1800 for snow melting.

8.18 Snow Dragon RM-5400 for snow melting.

8.15 Walk behind snow removal equipment for entrances, sidewalks and steps. (Including but not limited to: Snow blowers, tractor, salt spreaders and/or shovels.)

9. EQUIPMENT PROHIBITED:

Any track vehicle or any other vehicle not mounted on rubber tires is prohibited.

10. CONTRACTOR RESPONSIBILITIES:

10.1 The contractor shall be responsible for completely clearing the parking areas and roadways,entrances,steps and sidewalks of snow and ice by plowing, salting, ice melt and if necessary hauling snow from the parking area.

10.2 Where the hauling of snow from the parking area is deemed necessary, it shall be the responsibility of the contractor to locate a dumping site and secure permission to use this site.

10.3 Should the contractor desire to push on the access roads leading to the Multi-Service Center parking lot, he shall be responsible for gaining the approval of the appropriate local jurisdiction.

10.4 CONTRACTORS shall be responsible for the safety of all personnel and must meet the State's minimum insurance coverage on all task orders assigned.

11. STATE RESPONSIBILITIES:

The State shall identify all parking area islands and boundaries with stakes on the inner edge of curbs wherever possible. The contractor shall be observant of such markings and take extreme care not to damage curbs or roadways surfaces in the performance of service under these specifications.

12. DAMAGE TO STATE PROPERTY:

12.1 The contractor, his employees, subcontractors, agents or representatives shall be held directly responsible to repair, replace, or restore to its original condition, to the satisfaction of the State, curbs, roadway surfaces wheel stops, shrubbery, trees, buildings or any other State owned property to the satisfaction of the State which is damaged by the actions of the contractor, his employees, agents, or representative who provide service under this contract.

12.2 The contractor, their employees, subcontractors, agents or representatives shall be held directly responsible for any damage to privately owned property and shall hold the State harmless for such damages.

13. UNSATISFACTORY SERVICES:

Not withstanding any other stipulation or provision of these specifications, the service provided under this contract must satisfy the State.

14. FAILURE TO RESPOND:

14.1 Should the contractor fail to respond to the request of the State as provided for in these specifications, the State may at its option directly or by contract rid the site of any snow or ice from the parking area or roadway, and shall hold the contractor responsible for all costs incurred as a result of the contractor's failure to respond.

14.2 Where the contractor has failed to respond and provide service specified in these specifications, he may be held in default of the contact, at the discretion of the Agency and subject to the provision of Paragraph 22 **Termination for Default,** of the General Terms and Conditions, Page 4.

15. DAMAGE TO PROPERTY/HOLD HARMLESS INDEMNIFICATION:

Contractor, their employees, sub-contractors, agents or representatives shall be held directly responsible to repair replace, or restore to its original condition, **any damages** to curbs, roadway surfaces, wheel studs, shrubbery, trees, buildings or any other State owned property to the satisfaction of the State, which is damaged by actions or said contractor, their employees, agents, sub-contractors or representatives providing service under this contractual agreement.

15.1 Contractor, their employee, agents, sub-contractors or representatives shall be held directly responsible for any damages to privately owed property and shall hold the State harmless for such damages.

15.2 Contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine or penalty of any NATURE of CHARACTER, whatsoever that the State may incur as a failure of the contractor to comply with the terms of this agreement. Negligence of/or by the contractor, injury or death to any person, damage to property, nuisance (either public or private), or trespass arising out of/or attributable to work by the contractor or his designee will hold the State harmless.

A. Contractor further agrees to indemnify the State for Damage, loss or destruction of **All State Property** in the contractors' care, custody and control throughout the term of this agreement.

ATTACHMENT 1 for Region A, Western Maryland Region
SNOW REMOVAL FOR EMERGENCY SITUATIONS
MODIFICATION TO CONTRACT BID ITEMS

ITEM	DESCRIPTION	UNIT	PRICE
	LABOR		
7.1	HAND LABOR (shoveler/ground clearing)	Hour	$
7.2	SALT HAULER	Hour	$
7.3	SALT SPREADER	Hour	$
7.4	SNOW CLEARING	Hour	$
7.5	SNOW HAULING	Hour	$
7.6	ICICLE CLEARING (building overhangs)	Hour	$
7.7	ROOF CLEARING	Hour	$
7.8	LABORER – TRAFFIC CONTROL	Hour	$
7.9	PROJECT FOREMAN	Hour	$
7.10	TRUCK DRIVER	Hour	$
	EQUIPMENT		
8.1	ONE (1) TON TRUCK EQUIPPED W/PLOW AND SALT SPREADER	Hour	$
8.2	ONE (1) TON TRUCK W/DUMP CAPABILITIES	Hour	$
8.3	DUMP TRUCK 12 TO 20 TON W/DUMP CAPABILITIES	Hour	$
8.4	TANDEM DUMP TRUCKW/DUMP CAPABILITIES	Hour	$
8.5	TANDEM DUMP TRUCK W/PLOW AND SALT SPREADER	Hour	$
8.6	THREE QUARTER (3/4) TON TRUCK W/PLOW AND SALT SPREADER	Hour	$
8.7	THREE QUARTER (3/4) TON TRUCK W/DUMP CAPABILITIES	Hour	$
8.8	BUCKET TRUCK	Hour	$
8.9	FRONT END LOADER/BACKHOE	Hour	$
8.10	MOTOR GRADER	Hour	$
8.11	RUBBER TIRE BOBCAT	Hour	$
8.12	SKID STEER	Hour	$
8.13	SNOW BLOWER TRUCKS	Hour	$
8.14	TRUCKS WITH MOUNTED SNOW BLOWERS	Hour	$
8.15	SNOW DRAGON RM-90	Day	$
8.16	SNOW DRAGON RM-900	Day	$
8.17	SNOW DRAGON RM-1800	Day	$
8.18	SNOW DRAGON RM-5400	Day	$
8.19	WALK BEHIND SNOW AND ICE REMOVAL EQUIPMENT	Hour	$

Signature: _____ **Print Name and Title:** _____

Firm Name: _____ **Federal ID#:**_____ **Tele#:**_____

Address: _____ **Date:** _____