

**Request for Bid
of
Contractual Services
for
Disaster Debris Clearance and Removal Services**



BID NO. 2425-15

Bid Deadline
November 14, 2024
2:00 p.m. CST

City of Norman, Oklahoma

NOTICE TO BIDDERS

INVITATION TO BID NUMBER 2425-15

The City of Norman, Oklahoma, will receive sealed bids in the office of the City Controller, Purchasing Division, City of Norman, 225 N. Webster, Norman, Oklahoma 73069, until **2:00 P.M., NOVEMBER 14, 2024** for the following:

All bids must be in a sealed envelope and marked with the following statement:

BID 2425-15 CONTRACTUAL SERVICES FOR DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES

All bids must be submitted to the City Controller, Purchasing Division. All bids will then be opened and read aloud at **2:00 P.M.** at the above location and date.

The project consists of the following:

This Bid is for one of up to five (5) Pre-Position service contracts for disaster debris removal, reduction, disposal and other emergency clean-up activities associated with a tornado, flooding, ice storm, or other natural disaster.

Bid information may be obtained at:

1. Office of the Street Division, 668 East Lindsey Street, Norman, OK 73069.

NO PRE-BID MEETING WILL BE HELD

Advertise: **OCTOBER 31, 2024**
NOVEMBER 7, 2024

SPECIAL INSTRUCTIONS TO BIDDERS

1 Submitting a Bid:

- 1.1 Bids must be properly endorsed and returned in their entirety, with all necessary attachments to the Purchasing Department prior to the closing date and time.
- 1.2 Sealed container must be marked to clearly identify contents as Bid No. 2425-15.

2 Bid Opening:

- 2.1 Information contained in Bids will not be released prior to the opening, and then only to those who appear at the public Bid opening at The City of Norman, 225 N. Webster, Norman, Oklahoma, 73070. Attendance to the public Bid opening is not mandatory.
- 2.2 Public opening will consist of bidder's name and Bid being read aloud. Upon award of contract, all submitted Bid contents shall be made available for view to the general public upon request.

3 Bidder Contact:

- 3.1 Unauthorized contact with city personnel other than the contact listed for this project while the Bid and evaluation are in progress will result in immediate disqualification of the Bid.

4 Clarification of Requirements:

- 4.1 Bidders shall carefully examine the Bid documents. Questions concerning discrepancies or ambiguities in specifications, instructions, and/or requirements of this document which become apparent to the bidder upon examination of the document must be submitted to the Purchasing Department.
- 4.2 Failure of bidder to request clarification of terms, conditions, specifications and requirements herein will not waive the responsibility of the respondent to provide goods and/or services in accordance with the intent of this document. Signing this document shall be considered to denote thorough comprehension of the intent of the document.

5 Amendments to Bid:

- 5.1 No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the Bid.

6 Bid Evaluation:

- 6.1 Criteria to be considered in qualifying Bids shall include, but not be limited to: Contractor responsibility, experience and technical competence, quality and performance of materials and services, ability for timely completion of project, references, firm financial statements, and thoroughness of Bid in satisfying all requirements of the Bid. Upon qualifying and ranking vendors according to qualifications, price will be considered to select the lowest qualified bidder representing the best value to the City.

CONTRACTUAL REQUIREMENTS

1. A contract issued to the successful bidder shall be governed by all Federal and State laws of the State of Oklahoma as adopted and in force on the date of the agreement.
2. Items and/or services are to be furnished as described in the Bid and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the Bid documents or the Contractor's response, the Bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in his/her Bid. All related costs associated with completion of the project specified shall be considered by both Contractor and the City of Norman, Oklahoma ("City") to be included within this quoted price. The City shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be made by a duly authorized representative of the City.
5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Contractor shall comply with all current Federal, State, and local Labor Provisions as required by law for Federal and federally assisted contracts
7. Issuance of contract shall be contingent upon submission by contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Department Director by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the City harmless therefrom.
8. In addition to any insurance required hereunder, contractor shall agree to reimburse the City for any damage done to City property which occurs during performance of the contract.
9. Contractor shall furnish to the City proof of insurance for all sub-contractors.
10. Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, caused by any act or omission of Contractor, any subcontractor, and anyone for whose acts any of them may be liable.
11. No modifications of any provision of the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by Contractor and City and incorporated in a written amendment to the contract.
12. It is the responsibility of the contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.

City of Norman, Oklahoma
Request for Bid
Disaster Debris Clearance and Removal Services

1.0 INTRODUCTION

The City of Norman, Oklahoma (“City”) seeks to establish no more than five (5) pre-positioned contracts for disaster debris removal, reduction, disposal and other emergency clean-up activities associated with a flood, ice storm, or other natural disaster. Proposing firms (“Contractor”) must, at a minimum, have performed at least three (3) debris removal, reduction and disposal operations in excess of 250,000 cubic yards as a prime contractor, and provide references for the communities where these operations took place. Some of the governmental entities in the area may participate in the terms and conditions of the established contract. The resulting contract term will be for three (3) years with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties. If contract renewal is agreed upon by both the City and Contractor, price adjustments for set rates will not exceed the average of the Construction Cost Index (“CCI”) during the twelve months prior to renewal or five (5%) percent, whichever is less. All work set forth in the Scope of Work must be approved by personnel authorized by the City Manager (“City Debris Manager”).

2.0 BID PROCEDURE

- 2.1 The City will accept sealed Bids, **Bid No. 2425-15**, at the City Controller, Purchasing Division, City of Norman, 225 N. Webster, Norman, Oklahoma, 73069, until 2:00 p.m. CST November 14, 2024. Only sealed Bids will be accepted. Late responses, regardless of delivery means, will not be accepted. It is solely the responsibility of the proposer to ensure their Bid is received at the correct location by the response due time and date. The outside of the sealed envelope shall be clearly marked “**Disaster Debris Clearance and Removal Services**”.
- 2.2 **All questions pertaining to this RFB shall be submitted in writing.** Questions shall be addressed to Joseph Hill, Street Program Manager, 668 E. Lindsey Street, Norman, OK 73069 or by email joseph.hill@normanok.gov. Only written questions will be considered formal. **Any information by other means will not be binding or addressed.** Any questions that the City feels are pertinent to all proposers will be mailed as an addendum to the Request for Bid (“RFB”). Email messages will be treated as written questions.
- 2.3 The City will not schedule a pre-bid meeting.
- 2.4 Copies of the RFB forms may be obtained by contacting the City of Norman Street Division, (405) 329-2524.
- 2.5 The City reserves the right to reject any and/or all Bids.
- 2.6 No Bid may be considered or accepted unless at the time of its filing the Bid shall be accompanied by a Bid Bond in the amount of five (5%) percent of the bid price. The Bid Bond must be executed by a corporate surety licensed under the laws of Oklahoma to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in

accordance with the Bid Bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required herein. The Contractor's obligation under the Bid Bond will not be discharged until a Performance and Payment Bond is executed and accepted by the City.

- 2.7 All Bids shall be submitted in duplicate on a form identical to the form included with the bidding documents (see Schedule One and Schedule Two). Copies shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
- 2.8 A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.
- 2.9 Any interlineations, alterations or erasures must be initialized by the signer of the Bid.
- 2.10 Failure to submit a Bid with all Bid requirements or inclusion of any alternates, conditions, limitations or provisions not called for will render the Bid irregular, and may be considered sufficient cause for rejection of the Bid.
- 2.11 Negligence or error on the part of any Contractor in preparing its Bid confers no right of withdrawal or modification of their Bid after time has been called. Sureties and principals are advised that the City cannot give consideration to any "plea of error" in preparation of the Bid, except in accordance with State Statutes.
- 2.12 The expenses the Contractor incurs responding to and submitting a Bid are the sole responsibility of the Contractor. The City will not compensate the Contractor for any cost involved in responding to this Request for Bid.

3.0 BID REQUIREMENTS

Proposing Contractors should, at a minimum, provide the following information listed below. Each section shall be provided in the order listed below:

- Contractor's background, with specific detail to similar projects performed in excess of 250,000 cubic yards as a prime contractor
- Contractor's technical experience regarding large scale debris removal operations associated with floods, ice storms, hurricanes, tornadoes or other natural or manmade disasters (including one or more PPDR programs)
- Organizational chart including proposed points of contact and a full-time project manager required to report to the City Debris Manager
- Training and professional experience (include all professional certifications)
- A list of existing contracts in the State of Oklahoma
- References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 250,000 cubic yards within the last five (5) years)
- A list of sub-contractors within the State of Oklahoma and nationally
- Financial statements and resources and bond rating
- Explanation and examples of Contractor's response to a pre-event contract
- Annual training meeting opportunities for the City and Contractor
- Detailed listing of Contractor's equipment and resources

- A mobilization and operations plan
- Construction drawings for Occupational Safety and Health Administration (“OSHA”) compliant temporary inspection towers
- Completed Bid Certification Form along with rate schedules on provided forms
- Anti-Collusion Statement - Provided
- False Information Affidavit - Provided

4.0 CONSIDERATION OF BIDS

4.1 Rejection of Bids: The City shall have the right to reject any or all Bids and/or waive any informality or irregularity in the Bid.

4.2 Acceptance of Bid (Award): The City shall evaluate Contractor Bids based upon the following criteria:

- Qualifications
- Experience
- Financial Stability
- Mobilization and Operational Plans
- Rate Schedule
- Technical Experience with Projects Involving State and Federal Reimbursement

5.0 INSURANCE REQUIREMENTS

5.1 The amount of insurance to be provided for all coverage listed under this section shall be not less than \$1,000,000, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from Contractor’s performance of work under this contract. The Contractor shall be responsible for any liability directly or indirectly arising out of work performed under this contract by a subcontractor or independent Contractor which liability is not covered by the subcontractor’s or independent contractor’s insurance.

5.2 The Contractor shall maintain during the life of this contract Worker’s Compensation and Employer’s Liability Insurance covering all the Contractor’s employees and uninsured subcontractors and independent contractors to be engaged in the work under this contract, providing the required statutory benefits under Oklahoma Workers’ Compensation Law, and Employer’s Liability Insurance in the minimum amount of \$500,000/\$500,000/\$500,000 applicable to claims due to bodily injury by accident or disease.

5.3 The Contractor shall maintain during the life of this contract Commercial General Liability Insurance, including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The City shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000, combined single limits, applicable to claims due to bodily injury and/or property damage arising

from an occurrence.

- 5.4 The Contractor shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. The City shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.
- 5.5 For all forms of insurance mandated herein, the Contractor shall furnish to the City the schedule of insurance carried under this contract, in the form of an *original* Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the Contractor, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the City by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

6.0 SAFETY

Contractor shall be solely responsible for maintaining safety at all work sites. Contractor shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

7.0 LOCATIONS OF WORK

The contract work shall be performed in those locations identified in the scope of work in Section 24, Description of Designated Areas.

8.0 PERFORMANCE REQUIREMENTS

- 8.1 Performance and Payment Bond: Selected Contractor(s) will be required to post a Performance and Payment Bond in an amount of 100% of the estimated contract price within ten (10) days after issuance of the Notice to Proceed by the City. The City reserves the right to adjust the estimated contract price at the time of the event and based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, when the City Debris Manager issues a Notice to Proceed, until such time as the scope of work contained in this contract is completed as determined by the City Debris Manager.
- 8.2 These bonds shall remain in effect at least one (1) year after the date when final payment becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of Oklahoma and shall become effective upon the execution of the contract.
- 8.3 The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.
- 8.4 The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable Oklahoma Statutes of Limitations.

8.5 City's right to carry out the work:

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

9.0 TERMINATION BY THE CITY FOR CAUSE

9.1 The City may terminate the contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment as deemed necessary by the City;
- b. Fails to meet any of the mobilization requirements stated in Section 23.0 - Contractor Mobilization.
- c. Fails to make payment to subcontractors for materials or labor in accordance with the respective Contracts between the Contractor and subcontractors;
- d. Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
- e. Otherwise is guilty of breach of a provision of the contract documents.

9.2 When any of the above reasons exist, the City may without any other rights or remedies of the City and after giving the Contractor and the Contractor's surety if any, five (5) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety.

- a. Accept assignment of subcontractors; and
- b. Finish the work by whatever reasonable method the City may deem expedient.

9.3 When the City terminates the contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

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

9.5 The City may terminate the contract without cause by written notice following delivery of forty-eight (48) hour verbal notice to the Contractor of deficiencies that must be corrected.

9.6 Should the primary Contractor be terminated for lack of performance, the City reserves the right to select a different qualified Contractor as primary for this Contract.

10.0 PERSONNEL

It is mutually agreed that the Contractor is an independent contractor and not an agent of the City, and as such, the Contractor shall not be entitled to any City employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation or pension and retirement benefits.

11.0 CONFLICT OF INTEREST

No paid employee of the City shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

12.0 NON – WAIVER OF RIGHTS

It is agreed that the City's failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

13.0 FINDINGS CONFIDENTIAL

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

14.0 ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties.

15.0 BINDING EFFECT

This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors and subcontractors of the parties.

16.0 CONTINUING OBLIGATION

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the contract.

17.0 REFERENCE

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

18.0 INTERPRETATION

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Oklahoma. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

19.0 PREAUDIT

Any contract resulting from this RFB process will be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by a City contract or purchase order issued which is incorporated as if fully set out.

20.0 RECORDS RETENTION AND REVIEW

The Contractor shall retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

21.0 WRITTEN NOTICE TO PROCEED

The City shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via facsimile followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor. Contractor must acknowledge receipt of the written Notice to Proceed.

22.0 OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined (at the time Notice to Proceed is executed by the City and Contractor) by Federal Emergency Management Agency (“FEMA”) Publications 321, 322, 323, and 325, all applicable State and Federal Disaster Specific Guidance’s and policies, the City of Norman, Oklahoma’s Disaster Debris Management Plan, and as directed by the City Debris Manager. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling debris to approved Debris Management Site (“DMS”) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor’s responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued a Notice to Proceed, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

Clean Vegetative Debris

- a. Damaged and disturbed whole trees, tree stumps, tree branches, tree trunks, bushes, shrubs, brush untreated lumber and wood products.
- b. Remains of standing trees which are clearly damaged beyond salvage.

Construction and Demolition (C&D) Debris

- c. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- d. Household debris, consisting of damaged furniture and appliances, flooring materials and the like.
- e. Treated timber, plastic, rubber products, sheet rock, cloth items and carpeting materials.
- f. Metal Debris - Various thicknesses of corrugated metal and other thin sheet metal products.

23.0 CONTRACTOR MOBILIZATION

It is the City's expectation that upon the imminent threat or impact of a disaster, the Contractor will provide the following services to the City at no cost and abide by the following metrics for deployment and mobilization.

- a. Contractor shall communicate with City Debris Manager or designated City representative via telephone no later than forty-eight (48) hours prior to disaster event in order to begin the initial debris removal and clearance process and formulate debris estimates.
- b. Contractor shall attend a Debris Management Kickoff Meeting with the City Debris Manager and other City staff no later than forty-eight (48) hours following the disaster (or at such a time that it is safe to return to the City). The topics to be discussed at the meeting include, but are not limited to: debris estimates, concentration of debris, initiation of DMS operations and contractor fleet mobilization requirements.
- c. Contractor shall mobilize at least fifty percent (50%) of debris clearance fleet necessary for project completion within seventy-two (72) working hours of issuance Debris Management Kickoff Meeting. One hundred percent (100%) of the fleet necessary for project completion shall be present within seven (7) working days following issuance of Notice to Proceed from the City.
- d. Contractor shall have debris clearance and removal operations mobilized throughout the City's 14 urban Debris Zones within five (5) working days of issuance of Notice to Proceed from the City and within fourteen (14) days throughout the ten (10) rural Debris Zones.
- e. Should the Contractor fail to meet any of the above stated mobilization requirements, the City reserves the right to activate a secondary or tertiary pre-positioned Contractor.

24.0 DESCRIPTION OF DESIGNATED AREAS

- 24.1 The designated area for debris removal ("City ROW") is bounded by the City limits and includes public property and City right of way ("ROW"), easements, parks, and debris staging areas within the jurisdictional limits of the City and may include private and orphan road segments within the jurisdictional boundaries of the City. The City ROW shall include all urban and rural areas as depicted in Attachment 3. Debris removal performed on municipal roadways will be performed as identified by the City Debris Manager. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways or other areas as directed in writing by the City Debris Manager.
- 24.2 All debris identified by the City Debris Manager shall be removed. The Contractor shall make two complete passes through the City, removing all debris along each street ROW. It is at the City's discretion to require a third pass to be performed by the Contractor. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- 24.3 Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all Federal, State, and local regulations.
- 24.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site. Transportation vehicles may not exceed thirteen feet, six inches (13'6") in height. All vehicles must adhere to all Federal, State, and local regulations regarding vehicle operation and safety.
- 24.5 All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at the DMS, unless approved in advance by the City Debris Manager.
- 24.6 Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews and rakes will be required.
- 24.7 Contractor will provide an on-site Project Manager to the City and the City Debris Manager. The Project Manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with the City Debris Manager and/or City Debris Manager representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. Contractor Project Manager must be available twenty-four (24) hours-day, or as required by the City Debris Manager.

- 24.8** The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal locations, subject to approval by the City. The Contractor will be responsible for returning the DMS to its original condition, abiding by all Federal, State, and local environmental regulatory requirements and subject to final approval by the City.
- a. **DMS LOCATIONS TO BE DETERMINED**

Two (2) DMS have been identified as potential debris staging and reduction sites, however, additional sites may be required depending on the amount of debris generated from the disaster event. These two locations are Hall Park (Temporary Storage Site #1), and Franklin Road and 12th Avenue NE (Temporary Storage Site #3). Once additional potential DMS locations are determined by the City, the Contractor will be provided with the address, GPS coordinates and estimated acreage of the identified locations (see Attachment 3 for identified DMS locations).
 - b. Based on the disaster specific scope of work, the City Debris Manager may task the Contractor with locating and preparing additional sites for use as DMS, subject to approval by the City.
 - c. The City does not warrant or guarantee the availability or use of any final disposal site. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all Federal, State, and local safety and environmental standards. Contractor reduction, handling, disposal, and remediation operations must be approved, in writing, by the City Debris Manager.
 - d. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other City approved sites that meet Federal, State, and local Regulations for disposal, will be made at the cost incurred by the Contractor. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.
- 24.9** The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities.
- 24.10** The City reserves the right to inspect the DMS, verify quantities and review operations at any time.
- 24.11** The City has extended the option for inclusive debris management coverage to the following jurisdictions, for acceptance at the discretion of the individual entity. All consideration for debris removal and clearance services shall be included in this Bid. Additional entities covered under the City contract include, but are not limited to:
- a. University of Oklahoma
 - b. Moore-Norman Technology Center
 - c. Norman Public Schools

d. Cleveland County

24.12 Contractor is responsible for managing citizen drop-off locations which may be identified by the City. All requirements necessary for managing and maintaining DMS locations as described in Item 25.9 shall be abided by at all citizen drop-off sites. All debris dropped-off by citizens is subject to rates identified in Items 24.3 and 24.4 ROW Vegetative Debris Removal and ROW C&D Debris Removal.

25.0 SCOPE OF WORK

25.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to clear and remove debris from City roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the City to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the City Debris Manager.

25.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the City ROW to a City approved DMS or other designated disposal facility.

- a. Vegetative debris existing in the City ROW is defined as debris resulting from a natural or man-made disaster which has been or will be placed along public ROW, easements, city parks, alleys, debris staging areas and other areas as designated by the City.
- b. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the street, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.
- c. Removal of vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- d. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry ("ROE") legal and operational procedures.
- e. Disaster related vegetative debris that is placed in black plastic bags along the ROW for collection will be picked-up by the Contractor. The Contractor shall inspect all bagged vegetative debris before removal to DMS to ensure debris does not contain any non-eligible debris. Contractor will only collect eligible vegetative debris which is bagged.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

25.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the City ROW to a City approved DMS or other designated disposal facility.

- a. C&D debris existing in the City ROW is defined as debris resulting from a, flood, ice storm, or other natural or manmade disaster which has been or will be placed along public ROW, easements, City parks, alleys and City debris staging areas.
- b. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the street, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.
- c. Removal of C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- d. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- e. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

25.4 Private Property Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove vegetative debris from private property within the jurisdictional limits of the City. Further, debris generated and scattered on private property will be transported to a City approved DMS or other designated disposal facility.

- a. All vegetative debris removal performed on private property shall be identified by the City Debris Manager prior to commencement of work.
- b. Entry onto private property will only be permitted when directed by the City Debris Manager. The City will provide specific ROE legal and operational procedures.
- c. Contractor is required to strictly adhere to any and all Local, State and Federal regulatory requirements for the removal of vegetative debris from private property.

25.5 Private Property C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove C&D debris from private property within the jurisdictional limits of the City. Further, C&D debris generated and scattered on private property will be transported to a City approved DMS or other designated disposal facility.

- a. All C&D debris removal performed on private property shall be identified by the City Debris Manager prior to commencement of work.
- b. Entry onto private property will only be permitted when directed by the City Debris Manager. The City will provide specific "Right of Entry" ROE legal and operational procedures.
- c. Contractor is required to strictly adhere to any and all Local, State and Federal regulatory requirements for the removal of C&D debris from private property.

25.6 City Parks and Other City Property Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove debris from designated City parks and other City property as directed by the City Parks Director who will be designated by the City Debris Manager. (See Attachment 5 for a listing of City parks)

- a. Contractor is responsible for vegetative debris removal from City parks and other City property. All clearance and removal services from City parks and other City property must be approved in writing by the City Parks Director prior to commencement of work.
- b. Contractor may be required to use specialized equipment for debris removal from City parks and other City property. No additional cost will be reimbursed to the Contractor for use of specialized equipment rather the cost is reflected in the rate schedule for Item 25.6. All heavy and mechanical equipment used for debris removal from City parks and other City property must be approved in writing by the City Parks Director.
- c. Contractor will use only rubber-tired equipment in the performance of removing debris so as to prevent additional damage City Parks and City Property.
- d. Contractor will only work in City parks and other City property during days and hours designated by the City Parks Director.
- e. The Contractor must provide traffic control as conditions require or directed by the City Parks Director.

25.7 Removal of Hazardous Leaning Trees and Hanging Limbs from City Parks and Other City Property

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove all hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree or chest height and hanging limbs two (2) inches or greater in diameter existing in the City parks or other City property. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in City parks or other City property will be placed in the safest possible location beside each tree being cut and subsequently removed in accordance with 25.6 under the terms, conditions and procedure described in "City Park and Other City Property Vegetative Debris Removal." Hazardous leaning trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree or at chest height, will be flush cut, loaded and removed in accordance with Item 25.6. The City will not compensate the Contractor for leaning trees less than six (6) inches in diameter on a unit rate basis.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal.
- b. In some instances, where mechanical equipment is unable to reach or will cause further damage, the Contractor may be required to use manual trimming and cutting of hazardous hangers and leaners ("climbers"). The Contractor must be prepared to have specialized equipment and personnel available for manual trimming and cutting of hazardous hangers and leaners in City Parks and City Property as required by the City Parks Director.

- c. Contractor is required to provide and staff a certified arborist during hazardous hanger and leaner removal work from City parks and other City property.
- d. Removal and transportation of eligible hazardous trees six (6) inches or greater in diameter and hanging limbs two (2) inches or greater in diameter existing in the City park or other City property will be performed as identified by the City Parks Director. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Parks Director. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 - 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 - 3. Over fifty (50%) percent of the tree crown is damaged or broken and heartwood is exposed.
 - 4. The tree has a split trunk that exposes heartwood.

25.8 Removal of Hazardous Stumps from City Parks and Other City Property

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove all hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing in City parks or other City property. Further, debris generated from the removal of uprooted stumps existing in City Parks or other City property will be placed in the safest possible location on the ground and subsequently removed in accordance with 25.6 under the terms, conditions and procedure described in "City Park and Other City Property Vegetative Debris Removal." Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and removed in accordance with Item 25.6. The City will not compensate hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis. Instead, stumps less than twenty-four (24) inches in diameter will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of Item 25.6.

- a. Removal and transportation of hazardous uprooted stumps existing in the City parks and other City property will be performed as identified by the City Parks Director. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Parks Director. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 - 1. Fifty (50%) percent or more of the root ball is exposed.
 - 2. The stump is located in a City park or other City property and poses an

immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of Item 25.6. Stumps with less than fifty (50%) percent of the root ball exposed shall be flush cut to the ground and removed under the terms and conditions of Item 25.6. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table).

The City or its representative will measure and certify all eligible stumps before removal.

25.9 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate DMS for the acceptance, management, segregation and staging of disaster related debris. DMS layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary Federal, State, and local permits and operating in accordance with all Federal, State, and local regulatory agencies.
- b. Debris at the DMS will be clearly segregated and managed according to the separate collection operations and/or applicants.
- c. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- e. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- f. Contractor is responsible for providing twenty-four (24) hour site security.
- g. Contractor shall provide a tower from which the City or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
- h. Contractor is responsible for operating the DMS in accordance with OSHA guidelines.
- i. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets.
- j. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all Federal, State, and local environmental regulatory requirements, and obtain a written release from the City or its authorized representative.

25.10 Chipping (Reduction of Storm Generated Debris by Grinding)

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by chipping. Reduction methods are at the discretion of the City Debris Manager. Chipping must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary Federal, State, and local permits or approval and operating in accordance with all rules and regulations of Federal, State, and local regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (“EPA”) and Oklahoma Department of Environmental Quality (“ODEQ”). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA, and ODEQ guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.).
- d. All un-reduced storm debris must be staged separately at the DMS.
- e. Contractor must obtain approval to reduce C&D debris from City Debris Manager. If approved for reduction by City Debris Manager, C&D debris must be reduced via chipping in order for the City to compensate the Contractor for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.
- f. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
- g. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- h. Contractor shall provide an inspection tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFB (See Section 28, Debris Site Tower Specifications).
- i. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all Federal, State, and local environmental regulatory requirements and is subject to final approval by the City and ODEQ.

25.11 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to pick up and transport reduced material existing at a City approved DMS to a final disposal facility. The Contractor shall not receive any payment from the City for load tickets related to reduced or un-reduced debris transported and disposed of at a non-City designated final disposal site.

- a. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.
- b. Contractor shall work with the City to identify recycling or mutual benefit facilities in order to minimize the amount of reduced debris transported to final disposal facilities such as landfills.
- c. All reduced vegetative debris being transported from a DMS to final disposal facility must be covered. Any trucks not able to tarp the mulch load may not transport reduced debris to final disposal site.
- d. Contractor shall be required to transport all non-recyclable, reduced debris to final disposal location. One final disposal site located near the City is the Oklahoma City Landfill. Final disposal location information shall be provided to Contractor upon identification by the City.

25.12 Removal of Hazardous Leaning Trees and Hanging Limbs from City ROW

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove all hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree or chest height and hanging limbs two (2) inches or greater in diameter existing in the City ROW. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in the City ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 25.2 under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree or at chest height, will be flush cut, loaded and removed in accordance with Item 25.2. The City will not compensate the Contractor for leaning trees less than six (6) inches in diameter on a unit rate basis.

- e. Eligible hazardous trees will be identified by the City or its authorized representative for removal.
- f. Removal and transportation of eligible hazardous trees six (6) inches or greater in diameter and hanging limbs two (2) inches or greater in diameter existing in the City ROW and private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 5. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 6. The tree is dead, twisted or mangled as a direct result of the storm and a

certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

7. Over fifty (50%) percent of the tree crown is damaged or broken and heartwood is exposed.
8. The tree has a split trunk that exposes heartwood.

25.13 Removal of Hazardous Stumps from City ROW

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove all hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing in the City ROW. Further, debris generated from the removal of uprooted stumps existing in the City ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 25.2 under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and removed in accordance with Item 25.2. The City will not compensate hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis. Instead, stumps less than twenty-four (24) inches in diameter will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of Item 25.2.

b. Removal and transportation of hazardous uprooted stumps existing in the City ROW and private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

3. Fifty (50%) percent or more of the root ball is exposed.
4. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of Item 25.2. Stumps with less than fifty (50%) percent of the root ball exposed shall be flush cut to the ground and removed under the terms and conditions of Item 25.2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table).

The City or its representative will measure and certify all eligible stumps before removal.

25.14 Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary for the removal, transportation and disposal of Household Hazardous Waste ("HHW").

- a. The removal, transportation, and disposal of HHW includes obtaining all necessary Federal, State, and local Handling Permits and operating in accordance with all Federal, State, and local regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

25.15 Canals and Waterways Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary for the removal, transportation and disposal of debris generated from canals or waterways. All waterway debris removal shall be identified by the City Debris Manager prior to commencement of debris removal activities. Eligible debris removed from waterways shall be transported to DMS for reduction.

25.16 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the City. The removed vehicles will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency.

- a. The removal, transportation and disposal of Abandoned Vehicle Removal includes obtaining all necessary Federal, State, and local Handling Permits and operating in accordance with all Federal, State, and local regulatory agencies.

25.17 Animal Carcass Removal and Disposal

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the City. The carcasses will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency.

- a. The removal, transportation and disposal of Animal Carcass includes obtaining all necessary Local, State and Federal Handling Permits and operating in accordance with all Local, State and Federal regulatory agencies.

25.18 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of Eligible white goods from the ROW to a designated City approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved DMS to a City designated facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading. The removal of refrigerants will be based off the compensation schedule of scope of services, Item 25.17 – Freon Removal.

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

- a. The removal, transportation and disposal of White Goods includes obtaining all necessary Federal, State, and local Handling Permits and operating in accordance with all Local, State and Federal regulatory agencies.

- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of Federal, State, and local regulatory agencies.

25.19 Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the City. The Freon containing items will be hauled to a City approved staging area under the terms and conditions in Item 25.16 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

- a. The removal and disposal of Freon includes obtaining all necessary Federal, State, and local Handling Permits and operating in accordance with all Federal, State, and local regulatory agencies.

25.20 Other Debris Removal Work

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

26.0 USE OF LOCAL RESOURCES

As per FEMA regulations, the Contractor will encourage the utilization of resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workmen.

27.0 WORKING HOURS

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the City. No work outside these hours shall be allowed unless approved in advance by the City.

- 27.1 Should this contract be activated during the school year of the University of Oklahoma, contractor will only remove debris on weekends around the campus area due to the large number of parked cars along the ROW.

- 27.2 Contractor must present a collection plan to City prior to beginning work to address collection of heavily populated areas such as the University of Oklahoma. Contractor must have plan approved by City Debris Manager prior to commencement of work in identified areas.

- 27.3 Additional resources may be required by the City Debris Manager in order to effectively manage the collection and removal of debris from heavily populated areas so as not to impede the normal activity of the area.

28.0 DEBRIS SITE TOWER SPECIFICATIONS

- 28.1 The Contractor shall provide a minimum of one (1) tower at each dumpsite for the use of City representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a

roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Item 25.9.

- 28.2 The Contractor shall provide one portable toilet at each dumpsite for the use of City representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Item 25.9.
- 28.3 Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

29.0 EQUIPMENT

- 29.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 29.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized City representatives prior to its use by the Contractor.
- 29.3 Trucks or equipment 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.
- 29.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- 29.5 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

30.0 TRAFFIC CONTROL

- 30.1 The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas.
- 30.2 Contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
- 30.3 Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- 30.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time Bids are received.

The expense incurred by the Contractor for Items 30.1 to 30.4 are compensated under the terms and conditions of Section 25.

31.0 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

- 30.1 Contractor is responsible for all damage, injury or loss to any property.
- 30.2 Contractor shall designate a Property Damage Representative to address all damage claims brought forth from citizens within the City.

Contractor representative shall contact complainant within forty-eight (48) hours of receiving complaint. All repairs to damaged areas shall be completed within two (2) weeks of receipt of complaint.
- 30.2 Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass and any other means determined to be necessary.
- 30.3 Contractor failure to restore damage to public or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.
- 30.4 Upon project completion, Contractor shall sign a "Release and Affidavit of all Bills Paid" ensuring all repair obligations have been addressed to the satisfaction of the City. Any outstanding claims shall be assessed a minimum fee of two-hundred and fifty (\$250.00) dollars per day as liquidated damages.

32.0 EXISTING UTILITIES

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

damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Contractor.

33.0 ENVIRONMENTAL PROTECTION

- 321 All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.
- 322 The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the approval of the City Debris Manager. Contractor shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- 323 The Contractor shall comply with all Laws, Rules Regulations and Ordinances regarding environmental protection.

34.0 DOCUMENTATION AND MEASUREMENT

- 34.1 Prior to beginning any work, the City, or designated representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized City representative each time it returns to work from other contracts or communities.
- 34.2 Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- 34.3 The Contractor shall provide and staff a certified arborist on their management team during any time period that the Contractor is tasked with hazardous hanger and leaner removal work from ROW, City parks and other City property.
- 34.4 The Contractor shall designate one project manager. The representative shall provide a telephone number to the City with which he or she can be reached throughout the duration of the project.
- 34.5 "Load tickets" will be provided by the City or Its representative for recording volumes of debris removal.
 - a. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - b. Load tickets will be issued by an authorized representative of the City at the

loading site. The City representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the City representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City representative present at the dumpsite. The City representative will validate, enter the estimated debris quantity, and sign the tickets. The City will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

- c. The Contractor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

35.0 ANNUAL MEETING REQUIREMENTS

The City will require an annual meeting with the selected Contractor(s) to discuss debris removal planning and any additional concerns regarding future management and service. All costs incurred by the Contractor as a result of the annual meeting is at the expense of the Contractor. The City is not responsible for any reimbursement for costs associated with annual meetings. Additional debris planning meeting shall be conducted at the discretion of the City.

36.0 PAYMENT

- 36.1** The City, or its authorized agent, will monitor, verify and document with load tickets the completion of all work, as defined in the scope. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the City.
- 36.2** Invoices must be submitted to the City with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals.
- 36.3** A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor to public or private property.
- 36.4** No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- 36.5** Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.
- 36.6** Contractor must submit final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager.

FALSE INFORMATION AFFIDAVIT

Bid No. 2425-15

STATE OF _____)
) ss:
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of _____ to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Contractor

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires:

NON-COLLUSION AFFIDAVIT

Bid No. 2425-15

State of Oklahoma
City of Norman

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the proposer that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached Bid or of any other proposers, or to fix any overhead, profit or cost element of the Bid price of the Bid of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norman or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ (Seal)

Title

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20 ____
Notary Public _____
My Commission Expires: _____

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Bid and any other documents accompanying or make a part of this Request for Bid.

I hereby propose to perform the following prices as specified in this Request for Bid No. 2425 -15 at the rates described on **SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE** and **SCHEDULE 2 – UNIT RATE PRICE SCHEDULE**. I understand that all debris quantities listed in "SCHEDULE 2 – UNIT RATE PROCE SCHEDULE" are estimates only and actual totals will be based on post event analysis.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service; no officer employee or agent of the City of Norman or any other proposer is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of City Commissioners reserves the right to reject any or all Bids.

NAME OF FIRM

Federal Tax ID: _____

AUTHORIZED SIGNATURE

Phone: _____

NAME & TITLE, TYPED OR PRINTED

Fax: _____

MAILING ADDRESS

Email: _____

City, STATE, ZIP CODE

Subscribed and sworn to before me this _____
day of _____, 2024

Notary Public _____

My Commission expires: _____

(SEAL)

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type – Ref. to Section No. 24.1 of RFB	Hourly Equipment Rate
Bobcat Loader	
Bucket Truck w/Operator	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D5 or similar	
Dozer, Tracked, D6 or similar	
Dozer, Tracked, D7 or similar	
Dozer, Tracked, D8 or similar	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator and Lighting	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane (Adequate for hanging limbs/leaning trees)	
Pickup Truck, .5 Ton	
Truck, Flatbed	
Water Truck	
Wheel Loader, 2.5 CY, 950 or similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	
Wheel Loader, 4.5 CY, 980 or similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw	
Laborer w/Chain Saw	
Laborer w/small tools, traffic control, or flagperson	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
Reference to Section 25 of RFB			
25.2 ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transport of vegetative debris on the ROW to a City approved DMS or other designated disposal facility.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		536,000	
25.3 ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transport of C&D debris on the ROW to a City approved DMS or other designated disposal facility.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		80,000	
25.4 Private Property Vegetative Debris Removal Work consists of collection and transport of vegetative debris on the private property to a City approved DMS or other designated disposal facility.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		60,606	
25.5 Private Property C&D Debris Removal Work consists of collection and transport of C&D debris on private property to a City approved DMS or other designated disposal facility.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		37,600	
25.6 City Parks and Other City Property Vegetative Debris Removal Work consists of collection and transport of vegetative debris in City parks or other City property to a City approved DMS or other designated disposal facility.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		100,000	
25.7 Removal of Hazardous Leaning Trees and Hanging Limbs in City Parks and Other City Property Work consists of removing hazardous leaning trees or hanging limbs from City parks or other City property.	\$ Per Tree	Estimated Tree Total	Total
6 inch to 11.99 inch diameter		300	
12 inch to 23.99 inch diameter		200	
24 inch to 35.99 inch diameter		100	
36 inch to 47.99 inch diameter		20	
48 inch and larger diameter		10	
	\$ Per Tree	Estimated Tree Total	Total
Hangers greater than two (2') inches in diameter		2,660	
25.8 Removal of Hazardous Stumps from City Parks and Other Public Property Work consists of removing hazardous stumps and placing them on the ground for haul-off.	\$ Per Unit	Estimated Units	Total
24 inch to 35.99 inch diameter		50	
36 inch to 47.99 inch diameter		30	
48 inch and larger diameter		10	
25.9 DMS Management and Operation Work consists of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate a DMS on an inbound debris basis.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		536,000	
25.10 Chipping (Reduction of Storm Generated Debris) Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by chipping.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		653,600	
25.11 Haul-out of Reduced Debris to Final Disposal Site Work consists of collection and transport of reduced debris from a DMS to a City approved final disposal facility.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		130,800	

25.12 Removal of ROW Hazardous Leaning Trees and Hanging Limbs Work consists of removing hazardous leaning trees or hanging limbs and placing them on the ROW for haul-off.	\$ Per Tree	Estimated Tree Total	Total
6 inch to 11.99 inch diameter		500	
12 inch to 23.99 inch diameter		300	
24 inch to 35.99 inch diameter		200	
36 inch to 47.99 inch diameter		10	
48 inch and larger diameter		5	
	\$ Per Tree	Estimated Tree Total	Total
Hangers greater than two (2') inches in diameter		23,250	
25.13 Removal of Hazardous Stumps from City ROW Work consists of removing hazardous stumps and placing them on the ROW for haul-off.	\$ Per Unit	Estimated Units	Total
24 inch to 35.99 inch diameter		50	
36 inch to 47.99 inch diameter		30	
48 inch and larger diameter		10	
25.14 Household Hazardous Waste Removal Transport and Disposal Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of HHW.	\$ Per Pound	Estimated Pounds	Total
		100,000	
25.15 Canals and Waterways Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of debris from City canals and waterways.	\$ Per Cubic Yard	Estimated Cubic Yards	Total
		5,000	
25.16 Abandoned Vehicle Removal Work consists of the removal of abandoned vehicles in areas identified and approved by the City and subsequently transported to a City approved staging area.	\$ Per Unit	Estimated Units	Total
		100	
25.17 Animal Carcass Removal and Disposal Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of Animal Carcasses.	\$ Per Pound	Estimated Pounds	Total
		1000	
25.18 ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel and miscellaneous costs necessary for removal, transportation and disposal of White Goods.	\$ Per Unit	Estimated Units	Total
		1000	
25.19 Freon Removal Work Consists of the recovery and disposal of refrigerants from items containing Freon.	\$ Per Unit	Estimated Units	Total
		750	
Total Estimated Contract Price		\$	

**Cradle to grave pricing for vegetative, stump and tree removal and disposal are encouraged and may be included by the Contractor for consideration by the City. If alternative pricing is included, the Contractor must specify which unit rate scope items are included. All estimates are derived using the Norman, Oklahoma Disaster Debris Management Plan. Estimates are calculated using a moderate disaster model and should not be considered actual totals. It is assumed that all portions of the above rate schedule may be necessary during debris removal and clearance operations.

Attachment 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Pre-Position Agreement for Disaster Debris Management

This AGREEMENT is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and ----- (hereinafter referred to as CONTRACTOR).

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the CITY hereby contracts for certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE.

The effective date of this AGREEMENT shall be _____, 202_. The Agreement shall remain in effect for a three (3) year period, with the option to extend the AGREEMENT for two additional one-year periods upon mutual agreement of the parties, unless otherwise terminated as provided herein. Activation of this agreement shall be based on a Notice to Proceed (NTP) issued by the Mayor of the City of Norman.

ARTICLE 2 – NATURE OF AGREEMENT.

It is agreed and understood between the parties hereto that this is a pre-positioned or “standby” AGREEMENT. As such, there is no value associated with this AGREEMENT and actual quantities will vary based on the applicable disaster type and scope.

ARTICLE 3 - SERVICES TO BE PERFORMED.

CONTRACTOR shall perform the services as stated in the Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services (the “Request for Bid”) and the CONTRACTOR’S Response attached hereto and incorporated by reference as part of this AGREEMENT, and as may be specifically authorized by the CITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

ARTICLE 4 – COMPENSATION

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and Unit Rate Price Schedule included with CONTRACTOR’S Response, which is attached hereto and incorporated by reference as part of this AGREEMENT.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered in accordance with the attached Request for Bid. Invoices must reference the Task Order number. CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within twenty (20) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by CITY is not contingent upon the CITY being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the CITY.

In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly

state "Final Invoice" on CONTRACTOR'S final/last billing to the CITY.

ARTICLE 5- INSURANCE

CONTRACTOR shall maintain insurance limits in accordance with the Request for Bid, which is hereby incorporated in its entirety by reference herein. CONTRACTOR shall provide CITY six (6) original Certificates of Insurance evidencing such coverage prior to execution of this Agreement and again within twenty-four hours of receiving a Notice to Proceed under this Agreement.

ARTICLE 6 – SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

ARTICLE 7 – INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from and against all actions, claims, liability, loss, cost, damage or expense, of whatever kind and nature, including but not limited to those arising under Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of, arising out of or resulting from the performance of the work, caused by any act or omission of CONTRACTOR, its officers, agents, employees and subcontractors, and anyone for whose acts any of them may be liable.

ARTICLE 8 – RELATIONSHIP OF PARTIES.

The CONTRACTOR shall operate as an independent contractor, and the CITY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for Federal or State tax, unemployment, or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the CITY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participating in, any employee pension, health, or other fringe benefit plan of the CITY. The CITY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The CONTRACTOR shall comply with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The CONTRACTOR shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

ARTICLE 9 – CITY'S RESPONSIBILITIES

CITY shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the CITY to assist CONTRACTOR in completing any assigned tasks. CITY is responsible for assisting in obtaining any permits necessary for CONTRACTOR to complete any Task Order assigned.

ARTICLE 10 – TERMINATION OF AGREEMENT

This AGREEMENT may be terminated in accordance with the terms set forth in the Request for Bid and

ARTICLE 17 – GOVERNING LAW AND VENUE.

The parties agree that this Agreement shall be governed by the laws of the State of Oklahoma and that any action brought to enforce the terms of this agreement shall be brought in the District Court for Cleveland County, Oklahoma.

ARTICLE 18 – BOND

Upon issuance of a Notice to Proceed or Task Order, CONTRACTOR will provide such bonds as described in the Request for Bid attached hereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this AGREEMENT.

DATED this ____ day of _____, 202_.

CITY OF NORMAN, OKLAHOMA

By: _____
Mayor Larry Heikkila

ATTEST:

By: _____
Brenda Hall, City Clerk

Approved as to form and legality this ____ day of _____, 202_.

By: _____
City Attorney's Office

CONTRACTOR

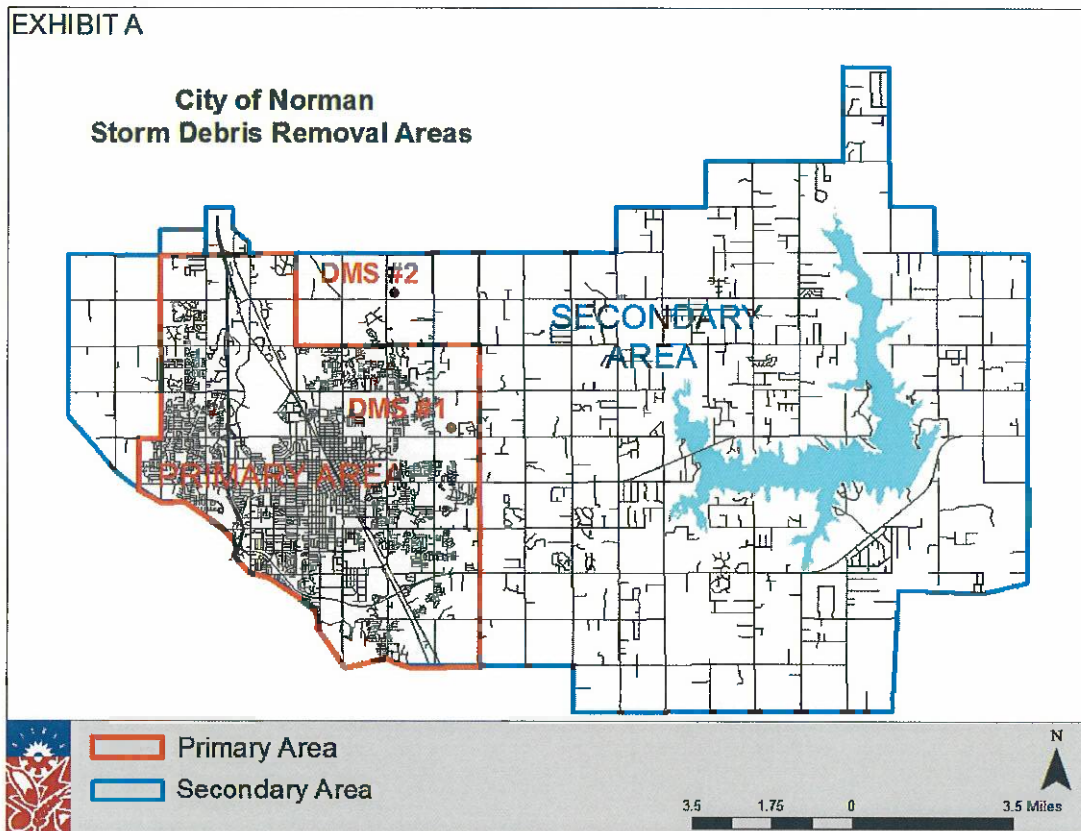
By: _____
Name: _____
Title: _____

ATTEST:

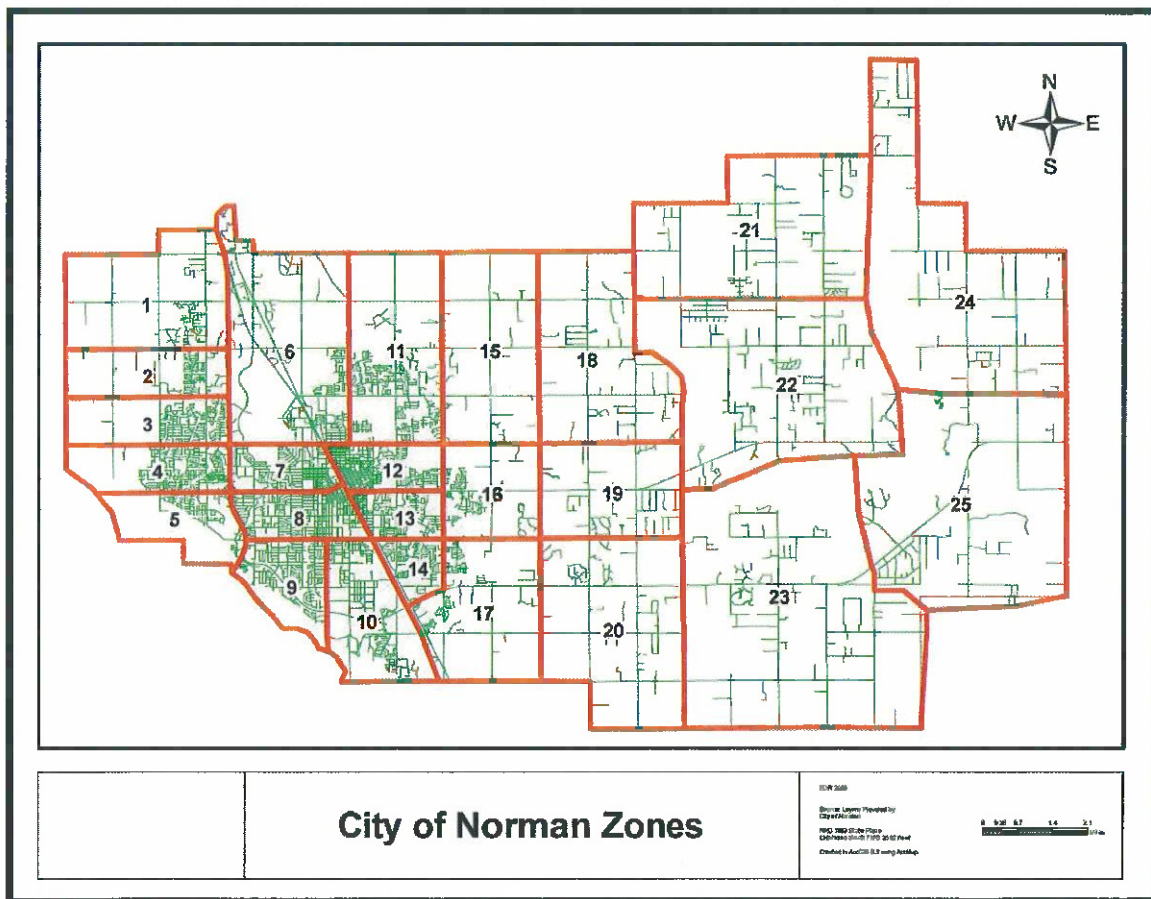
By: _____

Title: _____

Attachment 3 – Storm Debris Removal Areas



Attachment 4 – City of Norman Zone Map



Attachment 5 – City Parks List

PARK SITE	ADDRESS	ACRE	TY	ES	WAI	
1	12th Avenue Recreation Center	1701 12th Avenue NE	5.6	Recreation/Community Center	1974	6
2	Adkins Crossing Park	2138 24th Ave SW	6.7	Neighborhood Park	1913	2
3	Adult Wellness & Education Center	602 N. Findlay	4.35	Recreation/Community Center	2023	4
4	Andrews Park	201 W. Daws	17.2	Community Park	1891	4
5	Bentley Park	3701 Wilshire Dr.	7.2	Neighborhood Park	2023	5
6	Berkeley Park	3750 Astor Dr.	3.1	Neighborhood Park	1982	8
7	Brookhaven Park	1801 N. Brookhaven Blvd	3	Neighborhood Park	1980	3
8	Brookhaven Square Park	3350 Milbrook Drive	3	Neighborhood Park	1979	3
9	Canadian Trails Park	3600 Canadian Trails Dr.	2.5	Neighborhood Park	1984	2
10	Cascade Park	3499 Astor Dr.	4.5	Neighborhood Park	2004	8
11	Castlerock Park	4190 Brownwood Lane	10	Neighborhood Park	1993	8
12	Centennial Park	411 W. Symmes St	0.28	Neighborhood Park	1988	4
13	Cherry Creek Park	530 W. Stonewell Dr.	6.2	Neighborhood Park	1977	3
14	Chisholm's Cattle Trail Park	2515 Wyandotte Way	5.6	Neighborhood Park	1964	6
15	Colonial Commons Park	1909 Beaumont Dr.	5.1	Neighborhood Park	1979	1
16	Colonial Estates Park	1641 E. Lindsey	17.2	Neighborhood Park	1963	1
17	Creekside Bike Park	1317 Regent St	14	Special Use Park	2019	1
18	Creighton Park	1921 Creighton Dr.	2	Neighborhood Park	2003	6
19	Crestland Park	2201 Alameda Park Dr.	7.1	Neighborhood Park	1978	6
20	Deerfield Park	2505 Queenston Ave	2.4	Neighborhood Park	2007	6
21	Douglas Park	2010 Timbercrest St	1.5	Neighborhood Park	2003	6
22	Eagle Cliff Park	4029 Eagle Cliff Dr.	8	Neighborhood Park	1979	7
23	Earl Sneed Park	1381 Classam Blvd	1	Neighborhood Park	1989	4
24	Eastridge Park	1700 N. Clearwater Dr.	6	Neighborhood Park	1982	5
25	Eastwood Park	1001 S. Ponca	6.9	Neighborhood Park	1955	4
26	Edwards Park	200 S. Jones Ave	1.5	Special Use Park	1918	4
27	Faculty Heights Park	1017 E. Lindsey	1.1	Neighborhood Park	1949	4
28	Falls Lakeview Park	3280 168th Ave NE	2.5	Neighborhood Park	1977	5
29	Freshhouse Art Center	444 S Flood Ave	N/A	Cultural Center	1971?	4
30	Frances Cate Park	333 N Carter	14.5	Neighborhood Park	1977	4
31	George Sutton Wilderness Nature Park	1920 12th Ave NE	160	Special Use Park	1978	6
32	Griffin Community Park	1001 E. Robinson	160	Community Park	1978	6
33	High Meadows Park	1525 High Meadow Dr.	3.3	Neighborhood Park	1971	6
34	Highland Village Park	416 Lake Grove Court	6	Neighborhood Park	2017	8
35	Irving Recreation Center	125 Vicksburg	N/A	Recreation/Community Center	1974	1
36	June Benson Park	401 S. Peters Ave	0.75	Neighborhood Park	1982	4
37	Kevin Gottshall II Memorial Park	5399 Cypress Lake Dr.	3	Neighborhood Park	1984	3
38	Kwana Park	635 Sherwood Dr.	3.5	Neighborhood Park	1966	4
39	Legacy Park	1898 Legacy Park Drive	8	Special Use Park	2015	8
40	Legacy Trail	200 S. Jones Ave	15	Linear/Trail	1993	4
41	Links Park	4199 E. Cedar Lane Rd.	3.6	Neighborhood Park	2025	5
42	Lions Memorial Park	514 Parkside Dr.	10	Neighborhood Park	1979	3
43	Lions Park	450 S. Flood	5.1	Neighborhood Park	1894	4
44	Little Axe Community Center	1000 168th Ave NE	10	Recreation/Community Center	1977	5
45	McGeorge Park	631 E. Bufaula	1.5	Neighborhood Park	1978	4
46	Monroe Park	1601 S. McGee Drive	4.1	Neighborhood Park	2012	2
47	Moore Lindsay Historical House	508 N. Peters	0.65	Cultural Center	1980?	4
48	Normandy Park	209 Westside Dr.	2.6	Neighborhood Park	1960	2
49	Northeast Lions Park	1800 Northcliff Ave	40	Neighborhood Park	1975	6
50	Oak Tree South Park	2881 Oak Tree Ave	4.1	Neighborhood Park	1982	7
51	Oakhurst Park	1900 Oakhurst Ave	2.2	Neighborhood Park	1980	1
52	Pebblebrook Park	2500 Overbrook Dr.	2.9	Neighborhood Park	1984	5
53	Prairie Creek Park	2025 Penleton Dr.	3.5	Neighborhood Park	1982	8
54	Reaves Park	2501 Jenkins Ave	79.9	Community Park	1960	7
55	Rock Creek Park	3175 W. Rock Creek Rd	4.5	Neighborhood Park	2008	8
56	Rotary Park	1601 W. Boyd	5.7	Neighborhood Park	1954	2
57	Royal Oaks Park	430 Coalbrook Dr.	5.2	Neighborhood Park	1993	6
58	Ruby Grant Park	3110 West Franklin Road	148.8	Community Park	2021	8
59	Russell Bates Park	800 24th Ave NW	5.5	Neighborhood Park	1993	2
60	Ruth Updegraff Park	505 N. Peters	0.5	Neighborhood Park	1915	4
61	Santa Fe Depot	200 S. Jones Ave	N/A	Cultural Center	1985?	4
62	Saxon Park	2700 36th Ave. S.E.	67	Community Park	1997	5
63	Sequoyah Trail Park	410 Sequoyah Trail	1.9	Neighborhood Park	1964	6
64	Songbird Park	1500 Skyler Way	6.7	Neighborhood Park	2018	7
65	Sonoma Park	1432 Glen Ellen Cr	2	Neighborhood Park	1996	6
66	Sooner Theatre	101 E. Main St.	N/A	Cultural Center	1929/1977	4
67	Southlake Park		3.5	Neighborhood Park	2004	5
68	Springbrook Park	816 Branchwood Dr.	2.3	Neighborhood Park	1982	3
69	Summit Lakes Park	3000 Summit Crossing Pkwy	2.7	Neighborhood Park	2005	1
70	Sunrise Park	324 Skyline Dr.	2.4	Neighborhood Park	1971	1
71	Sutton Place Park	301 Sandpiper Ln	2.5	Neighborhood Park	1978	6
72	Tulls Park	100 W. Vida Way	2.2	Neighborhood Park	1947	8
73	Vineyard Park	3113 Woodcrest Creek Dr.	3.3	Neighborhood Park	2004	6
74	Walnut Ridge Park	700 Ridgecrest Ct	1	Neighborhood Park	1986	4
75	Westwood Park	2400 Westport Dr.	137	Special Use Park	1967	2
76	Whittier Recreation Center	2000 W. Brooks	N/A	Recreation/Community Center	1974	2
77	William Morgan Park	1701 Schooner Dr.	2.5	Neighborhood Park	1987	8
78	Woodcreek Park	1509 Concord Dr.	10	Neighborhood Park	1984	1
79	Woodslawn Park	1317 Regent St	4.9	Neighborhood Park	1947	4
80	Young Family Athletic Center	2201 Tree Young Drive	11	Recreation/Community Center	2024	8
81	Reaves Park Center	121 E. Constitution	N/A	Recreation/Community Center	1976?	7
82	Hill Park Greenbelt		20	Greenbelt		6
83	Double Tree Greenbelt		4	Greenbelt		6
84	Eagle Cliff Greenbelt		4.5	Greenbelt		7