



## DEBRIS MANAGEMENT PLAN



**Mission:**

**Our mission is to execute a response to natural disaster that reduces loss of human life, property and quality of life.**



**Objective:**

**The following document has been prepared utilizing current Emergency Operations Plan, Emergency Operations Procedures, Debris Contracts and other documents incorporated to address the FEMA (Federal Emergency Management Agency) Public Assistance Pilot Program Debris Management Plan.**



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DRAFT





## Memo

**To:** Richard King, Director of Public Services  
**From:** Sterling Cheatham, City Manager *SC*  
**CC:** Tony Caudle, Deputy City Manager  
**Date:** September 3, 2008  
**Re:** Debris Management Plan

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I have reviewed the City of Wilmington's Debris Management Plan prepared by the Public Services Solid Waste Management Division. I understand that this plan has been approved by FEMA and meets the requirements for the FEMA Debris Management Pilot Program. I approve this plan as being the City's official document for recovery from a natural disaster and handling the resulting debris.

09/04/2008 THU 13:29 FAX

001/004



North Carolina Department of Crime Control and Public Safety  
Division of Emergency Management

Michael F. Easley, Governor  
Bryan E. Beatty, Secretary

H. Douglas Hoell, Jr., Director

August 28, 2008

Mr. Sterling B. Cheatham, City Manager  
City of Wilmington  
102 North Third Street  
Wilmington, NC 28402

RE: Public Assistance Pilot Program  
Debris Management Plan Review for City of Wilmington

Dear Mr. Cheatham:

FEMA has evaluated City of Wilmington's Debris Management Plan against the criteria contained in the PA Pilot Program Guidance, dated June 2007, Appendix E. Based on the review your plan has been approved. Enclosed is a copy of FEMA's letter to the State and a copy of PA Pilot Program Increased Federal Share Incentive Checklist. Please retain FEMA's approval letter and checklist so it can be shown to a FEMA PAC during the initial "Kickoff Meeting" at time of a Federal Declared Disaster.

This approval allows an additional five (5) percent Federal cost share for all eligible Category A debris work, not to exceed 100 percent Federal cost share. The PA Pilot Program is for all new Federal Declared Disasters prior to December 31, 2008.

We commend your commitment in your work in Recovery planning for the City of Wilmington and we are committed to support you in those efforts in anyway possible. If you have any questions or need additional information please contact myself at 919.715.8000 x 314 or Andy Innis, Public Assistance Supervisor and Debris Coordinator for the State Public Assistance Program at 919.715.8000 x 311.

Sincerely,

Joe Stanton  
Public Assistance Section Manager

Enclosure

MAILING ADDRESS:  
4713 Mail Service Center  
Raleigh, NC 27699-4713  
Telephone: 919-733-3867



LOCATION:  
116 W. Jones Street  
Raleigh, NC 27603-1135  
Fax: 919-733-5406

09/04/2008 THU 13:28 FAX

0002/004

U.S. Department of Homeland Security  
Region IV  
3003 Chambliss Tucker Road  
Atlanta, Ga 30341



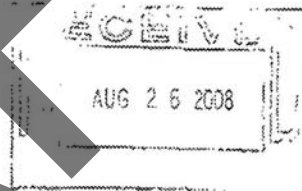
**FEMA**

August 21, 2008

Mr. Doug Hoell, Director  
North Carolina Division of Emergency Management  
4716 Mail Service Center  
Raleigh, North Carolina 27699

Attention: Joe Stanton

Reference: Public Assistance Pilot Program  
Debris Management Plan Review  
City of Wilmington



Dear Mr. Hoell:

The Department of Homeland Security (DHS) Appropriations Act, 2007, Public Law 109-295 (the "legislation"), directs the Federal Emergency Management Agency (FEMA) to conduct Public Assistance (PA) Pilot Programs. The legislation sets forth three goals for the PA Pilot Program: reduce the costs to the Federal Government of providing assistance to State and local governments; increase flexibility in grant administration; and, expedite the provision of assistance to States and local governments. The PA Pilot Program specifically addresses the provision of assistance under Sections 403(a)(3)(A), 406 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5170b(a)(3)(A), 5172, 5173 (Stafford Act). These sections relate to debris removal and the repair, restoration, and replacement of damaged facilities.

Section 689j(a)(3)(B)(iii) of the legislation allows FEMA to increase the Federal share for debris and wreckage removal for States and local governments that have an approved debris management plan and have pre-qualified two or more debris and wreckage contractors before the date of declaration of the major disaster. This procedure, known as the Increased Federal Share Incentive, applies to projects funded under Sections 403(a)(3)(A) and 407 of the Stafford Act; in other words, Category A debris removal.

Recently, FEMA received a Debris Management Plan from the referenced Applicant for consideration under the PA Pilot Program for the Increased Federal Share Incentive procedure.

*BBM 8-26-08*

www.fema.gov



09/04/2008 THU 13:29 FAX

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FEMA has evaluated the Debris Management Plan against criteria contained in the PA Pilot Program Guidance, June 2007, Appendix E. The results of the review are reflected on the enclosed PA Pilot Program Increased Federal Share Incentive Checklist. Based on the review, the Plan has been approved. During the next Federally-declared disaster occurring prior to the completion of the PA Pilot Program on December 31, 2008, in which the Applicant is an eligible applicant for disaster assistance, the Applicant is eligible to receive an additional five (5) percent Federal cost share for eligible Category A debris removal work, not to exceed 100 percent Federal cost share. Please ask the Applicant to retain this approval letter and the enclosed checklist. Please instruct the Applicant to submit a copy of both to the Public Assistance Coordinator (PAC) Crew Leader assigned to the Applicant's jurisdiction during the Kickoff Meeting.

If you have questions or need additional information, please contact Mr. Jesse F. Munoz, Director, Disaster Assistance Division, at (770) 220-5300.

Sincerely,



Major P. May  
Regional Administrator

Enclosure

09/04/2008 THU 13:29 FAX

0004/004

**Appendix E --  
Increased Federal Share Incentive Checklist**

Applicant Wilmington, NC PA ID                      DR                     

Point of Contact                      Phone Number                     

Yes	No	Debris Management Plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Does the plan outline the roles and responsibilities of the various functions identified (Public Works, Finance, and Solid Waste Departments, etc.)?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 Does the plan address health and safety procedures in accordance with State/Local health and safety standards/requirements?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 Does the plan identify procedures for acquiring required regulatory permits?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 Does the plan address the basis for planning which include assumptions for various events and forecasting/modeling for debris volumes?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 Does the plan include priorities for the clearance, collection, and disposal of debris?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6 Does the plan address recycling?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7 Is there a process for the collection and disposal of hazardous waste and/or white goods?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8 Does the plan address debris monitoring of the pickup sites, Debris Management Sites (DMS) or Temporary Debris Storage and Reduction Sites (TDSR) and final disposal?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9 Does the plan identify DMS' or TDSRs' and potential landfills for final disposal to include operation and site management procedures and staffing?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10 Does the plan address the environmental requirements?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11 Does the plan address contracting/procurement procedures?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12 Does the plan address the authority and processes for private property debris removal?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13 Does the plan address the dissemination of information to the general public and media?

**List of Pre-qualified contractors**

<input checked="" type="checkbox"/>	1 Does the applicant have a list of pre-qualified contractors
<input checked="" type="checkbox"/>	2 Does the applicant have documentation demonstrating how the list was obtained?

Approved X Disapproved                     

Signature T. Albritton Date 8/21/2008

## RECORD of REVISIONS

[illegible]

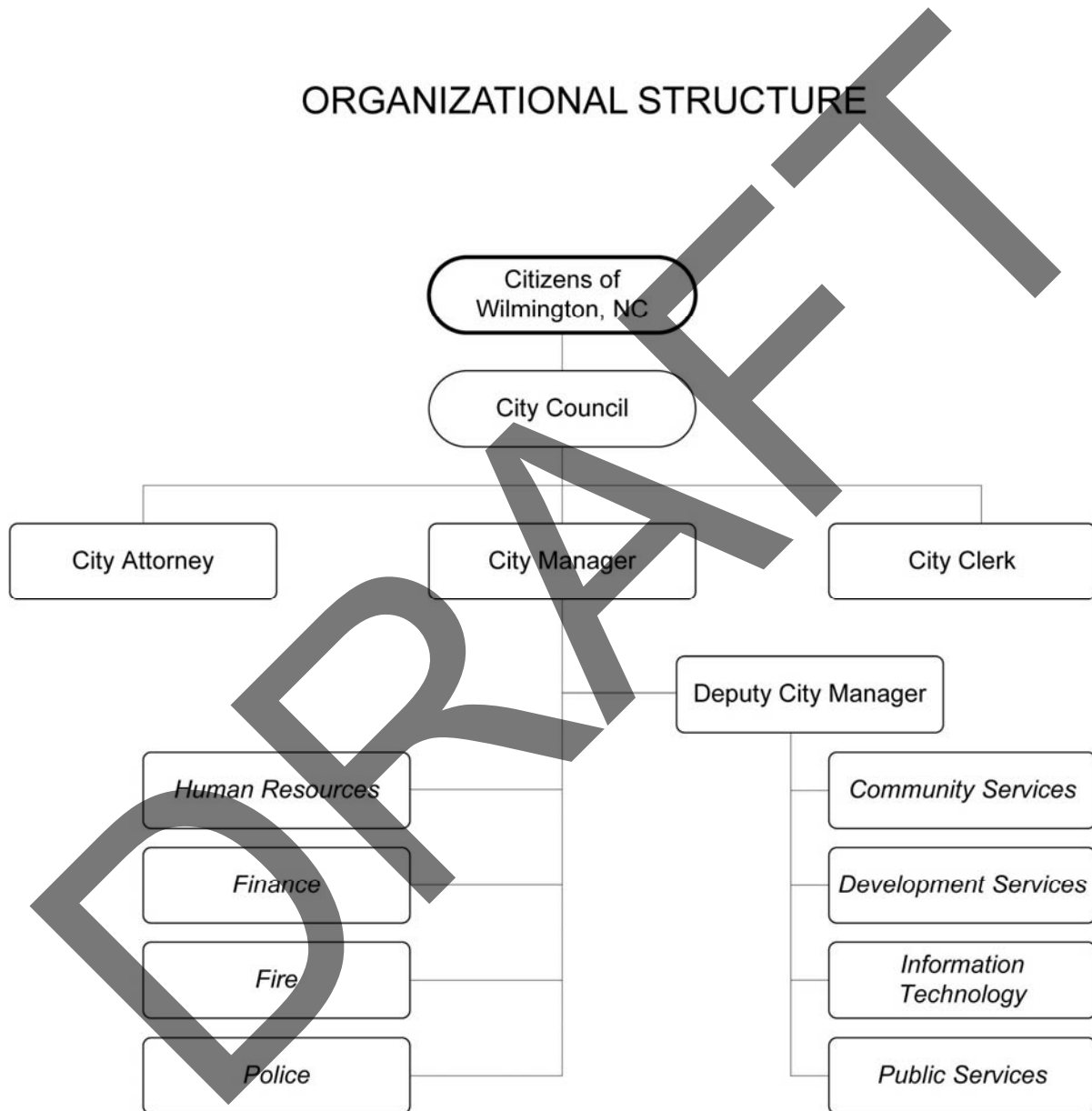


## **Acronyms**

C&D	Construction & Demolition Debris
CFR	Code of Federal Regulations
DMS	Debris Management Site(s)
EOC	Emergency Operation Center
EPIC	Emergency Public Information Center
FEMA	Federal Emergency Management Agency
FHWA	Federal High Way Administration
FIRM	Federal Insurance Rate Maps
HAZMAT	Hazardous Materials
HHW	Household Hazardous Waste
ICS	Incident Command System
IEMS	Integrated Emergency Management System
JENV	Johnson Environmental & Disaster Consulting Services
MSW	Municipal Solid Waste
NCEM	North Carolina Division of Emergency Management
NCDOT	North Carolina Department of Transportation
NCGS	North Carolina General Statute
NIMS	National Incident Management System
PIO	Public Information Office
PPE	Personal Protective Equipment
PSEOC	Public Service Emergency Operation Center
TDMS	Temporary Debris Management Site(s)
TDSR	Temporary Debris Storage & Reduction
USACE	United States Army Corps of Engineers
VH	Velocity Hazard

## I. Staff Roles and Responsibilities

### A. Staffing Organizational Chart –



## **B. Roles and Responsibilities**

### **1. Staffing Assignments and Duties**

Mayor and City Council – The Mayor and City Council will give appropriate authorization as necessary that may be relative to an event; for example: Municipal Declaration of Emergency and authorization to the City Manager to enter contractual agreements, etc.

City Manager – The City Manager or designee through authority of the City Council will coordinate Operations Teams, City Staffing, Information Coordination Teams and other Operations Centers.

Developmental Services – Staff EOC (Emergency Operation Center) and EPIC (Emergency Public Information Center), Lead department for damage assessment, and signal maintenance following an event. (See General Attachment 1 for specific duties)

Public Services and Community Services- Prior to debris generating events the Division of Parks, of the Department of Community Services and the Division of Solid Waste, of the Department of Public Services, budgets for the preparation, solicitation and selection of pre-event debris removal contractors. Public Services also evaluate commercial debris disposal locations and obtain pricing. Following the debris generating event the Department of Public Services is the primary City department conducting and/or supplementing the Phase I Debris Contractor with Phase I Debris Operations (beginning with primary route assignments), completes volume estimates and notifies debris contractors and debris monitoring contractor with “Notice to Proceed” orders. Additionally, Public Services will supplement the Phase II Debris Removal Contractor by conducting vegetative debris pickup with available staff, and will complete white goods debris removal. (See General Attachment 2 for specific duties)

### **2. Administration**

Mayor and City Council – As chief elected official the Mayor will have a designated seat at the County EOC during a countywide emergency and at the City EOC during emergencies limited to the City. The Mayor and City Council will give appropriate authorization as necessary that may be relative to an event, for example; Municipal Declaration of Emergency, Mutual Aide Requests, and authorization to the City Manager to enter contractual agreements, etc.

### **3. Contracting and Procurement**

The Division of Solid Waste of the Department of Public Services and Division of Parks of the Department of Community Services budgets and coordinates with the disaster management consultant for preparation of debris related contracts and is intricately involved in determining Scope of Services for all debris related operations.

Purchasing Division – During April and May of each year the Purchasing Division assists consultant with contract review, legal review, procurement and solicitation. The Purchasing



Division forwards recommendations for selection of the three contracts currently completed as part of the Debris Readiness and Preparedness Program, which are: Phase I – 70 hour Immediate Clearing, Phase II- C&D (Construction & Demolition Debris) Removal, Vegetative Debris Removal and Disposal and Dangerous Trees and Hanging Limbs Removal and Disposal. The Purchasing Division is also responsible for all contract related signatures, and documentation requirements, i.e. Final Executed Contracts, Performance and Payment Bonds, Certificate of Insurance, etc. (see General Attachment 3 for specific duties)

#### **4. Legal**

The City Attorney's Office is responsible for document review, contractual interpretation and obligations, and recommendation of contract language. The City Attorney represents the City's interests regarding any debris contracts or Memorandum of Agreement(s) and provides legal guidance during planning, response and recovery.

#### **5. Operations**

Public Services and Community Services – Prior to debris generating events the Division of Solid Waste of the Department of Public Services and Division of Parks of the Department of Community Services budgets for the preparation, solicitation and selection of pre-event debris removal contractors. The Department of Public Services also evaluates commercial debris disposal locations and obtains pricing. Following the debris generating event, Public Services is the primary City department conducting Phase I Debris Clearing Operations (beginning with primary route assignments), completes volume estimates and notifies debris contractors and debris monitoring contractor with "Notice to Proceed" orders. Additionally, Public Services will supplement the debris contractors by conducting vegetative debris pickup with available staff, and will conduct white goods debris removal.

During and directly following a disaster, citizen calls regarding debris issues to the 911 Center, the EOC or EPIC will be forwarded to the Public Services EOC. Following closure of the Public Services EOC, communications from citizens regarding debris related questions will be directed to the Division of Solid Waste of the Public Services Department. The Solid Waste Superintendent will communicate with the Debris Project Management and Monitoring Contractor to investigate certain troubles regarding citizen complaints and inquiries. If a field determination is made that immediate correction is not possible, and/or additional investigation is warranted, the Solid Waste Superintendent will also evaluate. If suspected illegal dumping or illegal practices are being conducted the City of Wilmington Police Department will be requested to investigate. (See General Attachment 2 for specific duties)

#### **6. Engineering**

Public Services – will assist in staffing the EOC and the EPIC, and will be the lead department for damage assessment, downed trees and power lines, and signal maintenance following event. (See General Attachment 1 for specific duties)

## C. Emergency Communications Plan

During and directly following an emergency, the Emergency Public Information Center (EPIC) is the central location for all information dispersed to the media during a major countywide emergency (see General Attachment 4 for specific duties). The EPIC consists of representatives from New Hanover County and the City of Wilmington. The role of the EPIC is to give citizens a specific number to call for information and to give the media a central location to receive all official information. All Press Releases /Briefings and media interviews are conducted from the EPIC. Utilizing the EPIC enables the City and County EOC to focus on the emergency, thereby minimizing distractions due to general inquiries made by citizens or interruptions from the media. The centralization of the EPIC is also a quality assurance mechanism to ensure that the media and citizens do not receive conflicting or inaccurate information. This can occur during an emergency if several locations and different people are trying to respond to the same questions without having compiled all of the relevant information. Therefore, it is necessary to create a structure for the flow of Wilmington's information to and from its central location.

County and City staff in the EPIC will answer incoming inquiries. Should detailed information be required, the EPIC will call the respective EOC representative, and obtain the information needed. This information is relayed to the caller, or the call transferred to the respective EOC representative for specific assistance. One staff person on the City EOC Information Team, with a dedicated phone line, should be assigned as the contact person to answer questions from the EPIC. A list of these contacts should be provided to the EPIC representatives prior to the event.

The County provides a basic guide of emergency information to all representatives in the EPIC. However, specific information about Wilmington should come from the City EOC or the City representative in the County EOC to the EPIC representative. If a press release is required, the City PIO (Public Information Office) representative should prepare and send it to the EPIC representative who will then issue the official press release. The PIO representative approves all City press releases and all joint City/County press releases. City representatives or elected officials will conduct interviews. The PIO representative will call the City Manager or designee if someone other than the PIO representative is required for the interview.

Following the debris generating event and during the recovery phase, the PIO will work with the Director of Public Services regarding debris related questions. In coordination with the Public Services Department's Division Solid of Waste, the PIO will issue press releases to citizens regarding proper debris disposal practices, what type of debris and proper sorting of debris at curbside, debris disposal sites pre-qualified for use by citizens, etc. See sample Press Releases, General Attachment #5. Following the initial recovery phase communications regarding debris removal and related questions from citizens will be directed to the Public Services Department, Division of Solid Waste.

The Solid Waste Superintendent will communicate with the Debris Project Management and Monitoring Contractor to investigate troubles regarding citizen complaints. If a field determination is made that immediate correction is not possible, and/or additional investigation is warranted, the Solid Waste Superintendent will also evaluate. If suspected illegal dumping or

illegal practices are being conducted the City of Wilmington Police Department will be requested to investigate.

## D. Health and Safety Plan and Procedure

The Department of Public Services will be the primary provider of Phase I – Debris Clearing Operations. If the debris generating event is deemed beyond the City’s work force immediate capacity, a back up contractor has been procured to assist in Phase I Debris Clearing Operations. The Phase I – Debris Clearing contractor will be responsible for Health and Safety and Environmental Procedures associated with their response. For fiscal year ending June 30, 2012 the primary pre-selected Phase I contractor, Storm Reconstruction Services, Inc. (SRS) has submitted their plan and procedures for Health and Safety and can be found as General Attachment 6.

The City of Wilmington maintains on staff a Health and Safety Officer. The City has an all encompassing “Loss Prevention Program” with specific procedures, plans and training for personnel and their relative jobs, such as “Lock Out - Tag Out”, Confined Space Entry, Vehicle Operator Qualifications, Vehicle Safety, PPE (Personal Protective Equipment), Hazard Communication, Controlled Substance and Alcohol Abuse, etc. The Loss Prevention Program and records of training are available at the Department of Solid Waste and other response oriented departments. Specific training criteria and records for employees will be made available at the request of reviewer. Samples of some specific training and records of completion can be found in General Attachment 7.

For fiscal year ending June 30, 2012 the primary pre-selected Phase II – Debris Contractor is Bamaco, Inc. Bamaco will be tasked with curbside removal of both vegetative and C&D (Construction & Demolition) debris and will be responsible for maintaining Health and Safety during these operations. For Phase II Debris removal and disposal operations, Bamaco has submitted their Health and Safety Plan, (see General Attachment 8). Bamaco will be responsible for delivery of C&D debris to the commercial Subtitle D landfill, and also will be responsible for disposal of vegetative debris by requirements of the contract. From the due diligence completed during contractor selection, Bamaco intends to primarily use the local commercial facilities for disposal of vegetative debris. These facilities are permitted commercial entities and are responsible for maintaining health and safety during operations. Bamaco, Inc. is the pre-selected contractor for removal and disposal of Dangerous Trees and Hanging Limbs. Health and Safety for this operation will be the responsibility of this contractor. Bamaco, Inc. submitted their plan and procedures for Health and Safety and can be found as General Attachment 8.

## E. Training schedule

The City’s all encompassing Loss Prevention Program and records of training are available at the Department of Solid Waste and other response oriented departments. Training is job specific and may include but not limited to “Lock Out - Tag Out”, Confined Space Entry, Vehicle Operator Qualifications, Vehicle Safety, PPE, Hazard Communication, Controlled Substance and Alcohol Abuse, etc. This Loss Prevention Program and records of training are available at the



Department of Solid Waste and other response oriented departments. Specific training criteria and records for employees will be made available at the request of reviewer. Samples of some specific training and records of completion can be found in **General Attachment 7**.

The City of Wilmington also maintains a training program under the National Incident Management System (NIMS) and requires appropriate training for Incident Command System levels. Responder level employees that will be involved in debris clearing and removal operations have been certified to NIMS 700 and ICS 100. See **General Attachment 9** for records of completion for Public Services Department employees.

DRAFT

## II. Situation and Assumptions

### A. Design Disaster Event

The City of Wilmington, through the use of the current Debris Management Plan, is anticipated to be effective and reasonably prepared for response and recovery operations through a Category 3 Hurricane. Wilmington, NC has experienced a number of events in the past several years; see Figure 1 for Disaster Experience since 1996. Figure 1 includes the name of storm, date of landfall, intensity level, and debris activation operation status.

**Figure 1, Disaster Experience, since 1996**

<u>Tropical Storm Name</u>	<u>Month &amp; Year</u>	<u>Landfall Intensity (Saffir-Simpson Scale)</u>	<u>Activation of Debris Operations</u>
Hurricane Bertha	July 12, 1996	Category 2	Vegetative & C&D
Hurricane Fran	September 6, 1996	Category 3	Vegetative & C&D
Hurricane Bonnie	August 27, 1998	Category 2/3	Vegetative
Hurricane Dennis	September 4, 1999	Category 1	Vegetative
Hurricane Floyd	September 16, 1999	Category 3	Vegetative & C&D
Hurricane Irene	September 18, 1999	Category 1	Vegetative
Tropical Storm Irene	June 14, 2001	Trop. Storm	no activation
Tropical Storm Kyle	October 11, 2002	Trop. Storm	no activation
Hurricane Isabel	September 18, 2003	Category 2	Vegetative
Hurricane Charlie	August 14, 2004	Category 1	Vegetative
Hurricane Ophelia	September 14, 2005	Category 1	Vegetative
Tropical Storm Ernesto	September 1, 2006	Trop. Storm	no activation
Tropical Storm Hanna	September 6, 2008	Trop. Storm	no activation
Tropical Nicole	September 29, 2010	Trop. Storm	no activation

The pre-event contracts have not been tested beyond the Category 3 level of intensity and debris generation. It is our opinion that events with landfall intensity of Category 4 or higher may require additional Temporary Debris Storage & Reduction (TDSR) sites for staging throughout the municipality. Additionally, limitations on **daily volume acceptance** may occur at the contracted Subtitle D landfill facility, Waste Industries in Sampson County, NC. This limitation has been further expressed by NC-Emergency Management Debris Specialist. An audit of the Sampson County Subtitle D landfill conducted in 2010 confirmed their ability to increase the number of scales in operation and add tipping machines, etc. to improve flow rate. Remaining capacity, at the time of the audit was approximate 44 million cubic yards of debris. This capacity under their current acceptance rate and projections will provide landfill space for in excess of 100 years. Also, we were not able to contact one of the commercial facilities that the debris contractors generally hire to assist with vegetative reduction and disposal, which will limit speed and capacity for vegetative reduction. Therefore, even though the design event for this document is limited to Category 3 intensity, vegetative and C&D capacity at the contracted landfill / reduction facilities may prove insufficient, and the need to temporarily stage and store debris may be required.

The design event limitations and inadequate commercial vegetative debris reduction capacity prompted the Department of Public Services to investigate City owned properties to serve as Temporary Debris Management Sites (TDMS). Extensive research of registered property records and follow-up site inspections and evaluations produced two (2) locations determined as best fit options to serve as TDMS. These two (2) sites will be used at the discretion of the City Manager and Public Services Director and only following limitations of the commercial sites. These locations were sited, general plan of use prepared and a conditional use permit application submitted to NC-DENR. The City was successful in receiving conditional permits for two (2) locations; a general description of each is below:

Olsen Park TDMS is located north of the City limits. It is a joint City of Wilmington and New Hanover County Park and will serve as the primary TDMS for the City if commercial locations are not available, or reach limitation factors. This location is the largest of the City's available properties and will serve as the primary location for TDMS operations. The City will utilize an approximate 12.6 acre cleared northern subsection of this parcel.

Optimist Park TDMS is located on the west side of South Front Street located at the approximate midpoint between the Cape Fear Memorial Bridge to the North and the North Carolina State Port to the South. This location is has approximately 2.5 acres of useable space and will serve as an optional TDMS for staging only.

## **B. Forecasted debris**

### **1. Forecasted Types**

As demonstrated in Figure 1 above, the City of Wilmington has had significant experience with activation of debris operations over the past 10 years. Below (see Tables 1-5) please find forecasted debris types and quantities utilizing a USACE (US Army Corps of Engineers) hybrid model utilizing USACE estimation formulas and incorporating Wilmington's historical

comparisons of previous debris generation experience prepared for a FEMA Local Readiness Planning Meeting. USACE debris estimation formulas and constants, and variable clarifications are found in Formula 1.

**Formula 1, USACE Debris Quantity Estimation Formula**

$$Q=HCVBS$$

<b>Q</b> = quantity of debris in cy		<b>V</b> = Vegetation characteristic	
<b>H</b> = # of households		<b>B</b> =commercial/business/industrial multiplier	
<b>C</b> = storm category		<b>S</b> =storm precipitation characteristic	
<b>H</b> = Population / 3 (3 considered average population per household)			
<b>C</b> = Storm Category Multiplier		<b>V</b> = Vegetative Cover	
<b><u>Category</u></b>	<b><u>Multiplier</u></b>	<b><u>Typical Cover</u></b>	<b><u>Multiplier</u></b>
1	2cy	Light	1.1
2	8cy	Medium	1.3
3	26cy	Heavy	1.5
4	50cy		
5	80cy		
<b>B</b> = Commercial Density Multiplier		<b>S</b> = Precipitation Multiplier	
<b><u>Typical Density</u></b>	<b><u>Multiplier</u></b>	<b><u>Precip. from event</u></b>	<b><u>Multiplier</u></b>
Light	1	none to light	1
Medium	1.2	medium to heavy	1.3
Heavy	1.3		

**Table 1, Category 1, Debris Forecasting (type and volume)**

<b>Cat 1, Light Precipitation</b>		<b>Cat 1, Heavy Precipitation</b>	
<b>P</b>	<b>101,350</b>	<b>P</b>	<b>101,350</b>
<b>H</b>	<b>33,783</b>	<b>H</b>	<b>33,783</b>
<b>C</b>	<b>2.0</b>	<b>C</b>	<b>2.0</b>
<b>V</b>	<b>1.5</b>	<b>V</b>	<b>1.5</b>
<b>B</b>	<b>1.2</b>	<b>B</b>	<b>1.2</b>
<b>S</b>	<b>1.0</b>	<b>S</b>	<b>1.3</b>
<b>Q (Total Debris in CY)</b>	<b>121,620</b>	<b>Q (Total Debris in CY)</b>	<b>158,106</b>
<b>Estimated Type</b>	<b>Volume (CY)</b>	<b>Estimated Type</b>	<b>Volume (CY)</b>
Vegetative	121,620	Vegetative	158,106
C&D	0	C&D	0

**Table 2, Category 2, Debris Forecasting (type and volume)**

<u>Cat 2, Light Precipitation</u>		<u>Cat 2, Heavy Precipitation</u>	
P	101,350	P	101,350
H	33,783	H	33,783
C	8.0	C	8.0
V	1.5	V	1.5
B	1.2	B	1.2
S	1.0	S	1.3
<b>Q (Total Debris in CY)</b>		<b>Q (Total Debris in CY)</b>	
<b>486,480</b>		<b>632,424</b>	
<u>Estimated Type</u>	<u>Volume (CY)</u>	<u>Estimated Type</u>	<u>Volume (CY)</u>
Vegetative	340,536	Vegetative	442,697
C&D	145,944	C&D	189,727

**Table 3, Category 3, Debris Forecasting (type and volume)**

<u>Cat 3, Light Precipitation</u>		<u>Cat 3, Heavy Precipitation</u>	
P	101,350	P	101,350
H	33,783	H	33,783
C	26.0	C	26.0
V	1.5	V	1.5
B	1.2	B	1.2
S	1.0	S	1.3
<b>Q (Total Debris in CY)</b>		<b>Q (Total Debris in CY)</b>	
<b>1,581,060</b>		<b>2,055,378</b>	
<u>Estimated Type</u>	<u>Volume (CY)</u>	<u>Estimated Type</u>	<u>Volume (CY)</u>
Vegetative	948,636	Vegetative	1,233,227
C&D	632,424	C&D	822,151



**Table 4, Category 4, Debris Forecasting (type and volume)**

<u>Cat 4, Light Precipitation</u>		<u>Cat 4, Heavy Precipitation</u>	
P	101,350	P	101,350
H	33,783	H	33,783
C	50.0	C	50.0
V	1.5	V	1.5
B	1.2	B	1.2
S	1.0	S	1.3
<b>Q (Total Debris in CY)</b>		<b>Q (Total Debris in CY)</b>	
<b>3,040,500</b>		<b>3,952,650</b>	
<u>Estimated Type</u>	<u>Volume (CY)</u>	<u>Estimated Type</u>	<u>Volume (CY)</u>
Vegetative	1,520,250	Vegetative	1,976,325
C&D	1,520,250	C&D	1,976,325

**Table 5, Category 5, Debris Forecasting (type and volume)**

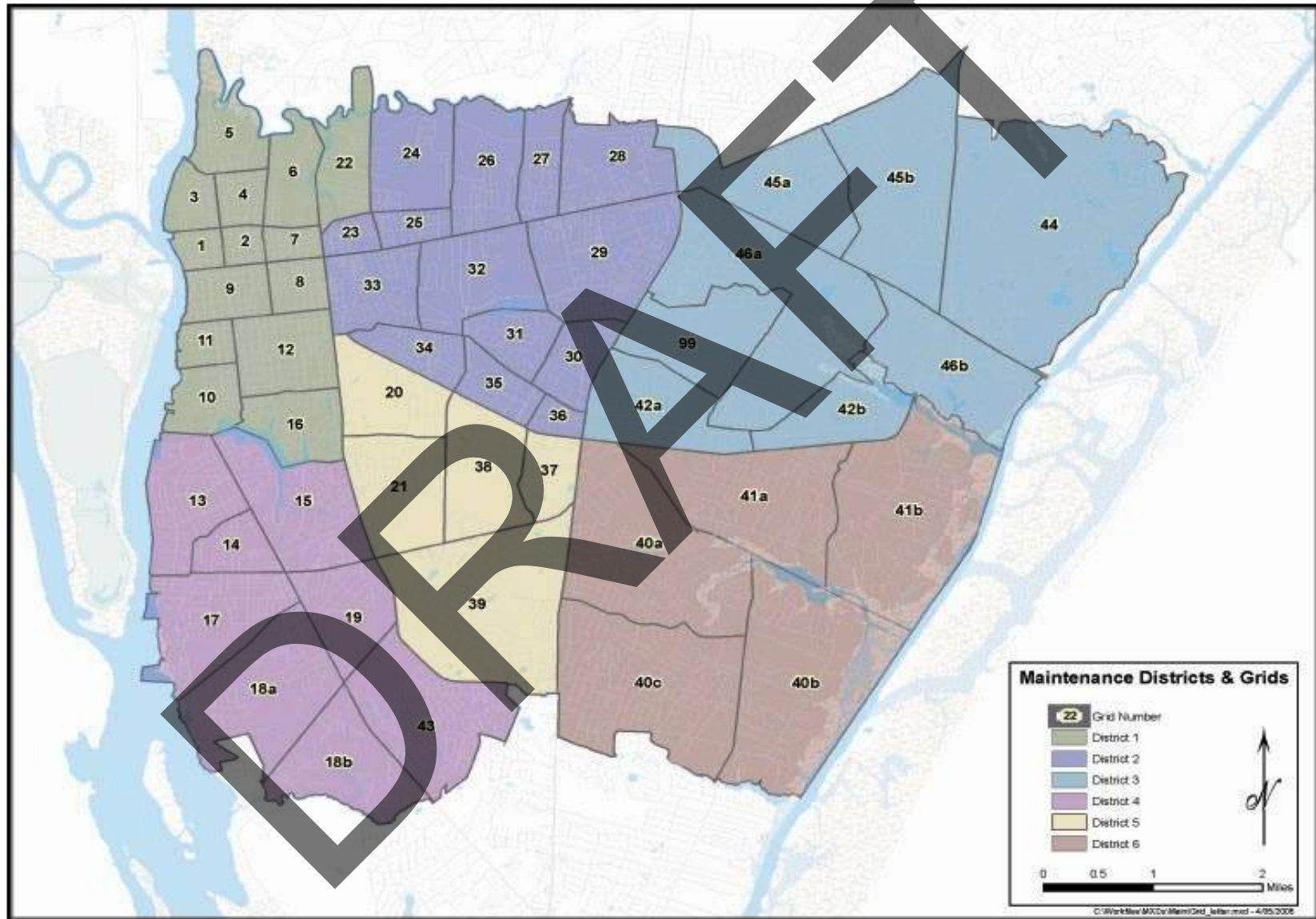
<u>Cat 5, Light Precipitation</u>		<u>Cat 5, Heavy Precipitation</u>	
P	101,350	P	101,350
H	33,783	H	33,783
C	80.0	C	80.0
V	1.5	V	1.5
B	1.2	B	1.2
S	1.0	S	1.3
<b>Q (Total Debris in CY)</b>		<b>Q (Total Debris in CY)</b>	
<b>4,864,800</b>		<b>6,324,240</b>	
<u>Estimated Type</u>	<u>Volume (CY)</u>	<u>Estimated Type</u>	<u>Volume (CY)</u>
Vegetative	1,459,440	Vegetative	1,897,272
C&D	3,405,360	C&D	4,426,968

## **2. Forecasted Locations**

The City of Wilmington has been growing rapidly in population and geographic area as a result of several annexations of previously unincorporated areas. With this understanding, newer developments tend to be more densely populated with housing on smaller parcels and fewer large trees. Increased requirements in building codes in the recent growth areas should also make new structures less vulnerable from disasters. However, in comparison with other similar sized municipalities, Wilmington would still consider the overall vegetation cover as heavy. The City of Wilmington utilizes divisions by district and further divided by grids for providing services (see Figure 2). These District and Grid subdivisions are utilized in our evaluation for forecasting volumes and types of debris.

Past experience may not be indicative of future events but historically, vegetative debris generation has been municipality-wide, generally most heavy in Districts 6, 3 and 5, then 2, 4 and 1 respectively. Construction and Demolition Debris (C&D) is generated from tropical events by wind, flood and storm surge. The City of Wilmington has several miles of residential sections interspersed with commercial buildings subject to both flooding and storm surge. Storm Surge with potential VH (velocity hazard) zones as identified on FIRM mapping will be found in Districts 3 and 6. The City's experience with C&D generating storms have been more concentrated in these districts.

**Figure 2, City of Wilmington Maintenance Districts and Grids**



### **III. Debris Collection Plan**

#### **A. Priorities**

##### ***Phase I – Debris Clearing***

Initial evaluation of damages will be reported and forwarded to the Public Services EOC from damage assessment teams. The PSEOC will then assist in communicating specifics to the Satellite Crews.

Immediately following the storm or when winds die down to safe levels, divisions of the Department of Public Services are assigned to satellite locations to start street assessment by Routes. Each Route is assigned a “Satellite Crew” with pre-staged equipment at a location on the route, for clearing operations and response activities by grid and by street. Phase I – Immediate Response Clearing will begin with major thoroughfares, include but are not limited to: College Rd., Market St., Oleander Dr., Carolina Beach Rd., Eastwood Rd., Military Cutoff, Shipyard Blvd., Independence Blvd., 17th St., and Wrightsville Ave. (See Figure 3 for route and major thoroughfare identification).

- Roadway debris clearing involves the opening of arterial roads and collector streets by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris.

Certain conditions may exist where right of way is minimal or debris moved to the immediate right of way would be dangerous, visually obstructive, and a hazard to public health, etc. A determination may be made to load debris and move to the nearest right of way, or public location for future Phase II Debris Removal / Disposal efforts.

##### ***Phase II – Curbside Debris Removal & Disposal***

Following a determination that Phase I debris clearing is sufficiently complete, not necessary or routes are reasonably open; the pre-selected Phase II – Vegetative Debris Removal/Disposal and C&D Debris Removal Contractor will be requested to begin operations, within 24 hours of notice to proceed.

Phase II Debris Removal operations will also be conducted by the Public Services Department in conjunction with our normal curbside municipal solid waste (MSW) and Vegetative Debris Services. Public Services Department, Division of Solid Waste will be responsible for white goods removal. The City retains the right to augment the Phase II – Debris contractor to assist in white good removal under a fair and equitable change order.

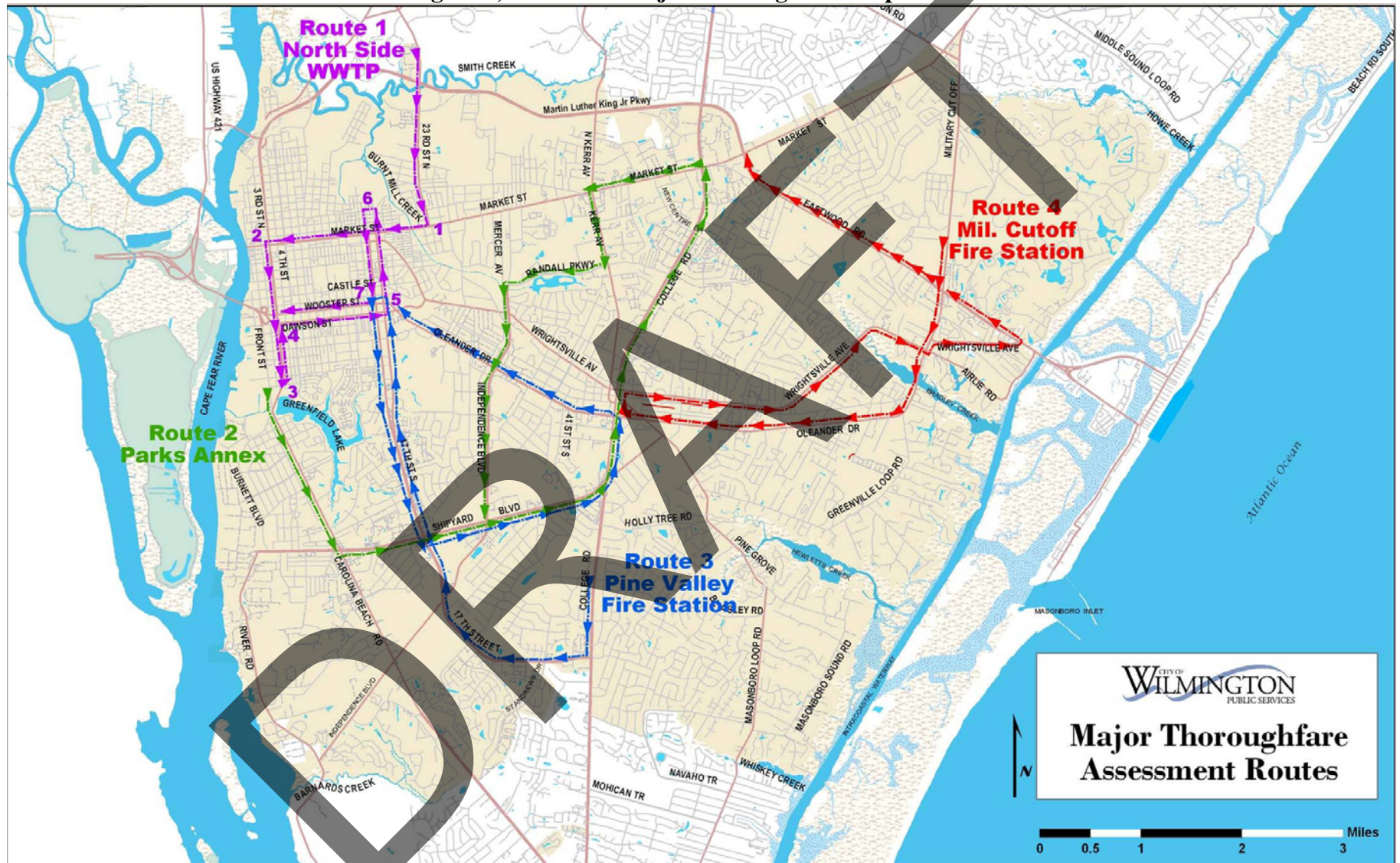
***Phase II – Dangerous Trees and Hanging Limbs***

Following initial evaluation of City of Wilmington public properties and rights-of-way, a damage assessment will be made by the Parks Superintendent regarding areas and locations to dispatch the pre-selected Dangerous Trees and Hanging Limbs Contractor. This work typically occurs during the final stages of the Phase II debris operations. Under the contract requirements, the Phase II – Hangers and Dangerous Trees contractor is responsible turnkey for debris removal and disposal. Therefore, no material should be left for the Phase II Curbside Debris Removal and Disposal Contractor. A complete copy of the Dangerous Trees and Hanging Limbs contract can be found as [Contract Attachment 8](#).

DRAFT



Figure 3, Route and Major Thoroughfare Map



## B. Response Operations

### Phase I – Immediate Response Clearing

Immediately following the storm or when winds die down to safe levels, divisions of the Department of Public Services are assigned to satellite locations to start street assessment by Routes. Each Route is assigned a “Satellite Crew” with pre-staged equipment at a location on the route, for clearing operations and response activities by grid and by street. Heavy Equipment specific varies somewhat for each pre-staged Satellite location, however generally some combination of loaders, tree trucks, pickup trucks and a Vac Con will be included. In addition the Satellite Crew Checklist includes:

- Chain Saws, Chain Oil, Extra Chains, Chain saw wrench, flashlights, 25’ by 3/8” chain, axes, first aid kit, rope, water, hand cleanser, all necessary PPE, contact # for EOC, Radio, Grid Map, District Map, Disposable Cameras, 2 cycle oil, bungee cords, gloves, ear plugs, safety glasses, safety vest and chaps.

For Satellite Crew and Equipment Assignments Locations and Route Assignments by grid please see **General Attachment 10**.

The Department of Public Services will begin debris clearance following initial evaluation of damages and working from reports forwarded to the PSEOC from damage assessment teams, and the crews will clear in this order:

- 1<sup>st</sup> – Major thoroughfares
- 2<sup>nd</sup> – Collector streets
- 3<sup>rd</sup> – Neighborhood streets

If the storm damages and debris are anticipated to be significant, most likely Category 3 direct hit or larger, or the initial damage assessment is determined to be greater than the ability of the City of Wilmington’s workforce, the pre-event Phase I Debris Contractor will be requested to perform operations under the hourly rate contract for equipment and labor. The Phase I contractor is to begin work within 24 hours of notice to proceed. The Phase I contractor will work in conjunction with City crews and the scope of work for the contractor is listed below, with all determination of location and prioritization of routes to be determined by the Public Services Director. See **Contract Attachment 1** for complete contract. Major thoroughfares include but are not limited to: College Rd., Market St., Oleander Dr., Carolina Beach Rd., Eastwood Rd., Military Cutoff, Shipyard Blvd., Independence Blvd., 17th St., and Wrightsville Ave. (see figures 3 and 4 above)

Scope of Work excerpt from Phase I Debris Clearing Contract:

- City of Wilmington will identify critical routes and facilities that are essential to emergency operations and resumption of critical services and prioritize routes and facilities to be cleared.
- A daily meeting will be required between CONTRACTOR and the Public Services Director, or his designee. In this meeting a report is made from the CONTRACTOR on the current status of clearing efforts, location of crews, identifying any problems, and the anticipated completion of clearance of the critical route(s)/facility(s) assigned. This meeting will be the basis for determining the next route(s) and/or facility(s) to be cleared with the ultimate the goal of completing clearing of all critical route(s) and/or facility(s) and terminating the Immediate Response Debris Clearing efforts.
- CONTRACTOR will clear the identified critical route(s)/facilities by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris, only to clear key access routes.
- Special crews equipped with chain saws may be required to cut up downed trees. This activity is hazardous, and common sense safety considerations are necessary to reduce the chance of injury and possible loss of life.
- When electric lines are involved, work crews must coordinate with local utility companies to insure that power lines are de-energized for safety reasons.
- The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.

Following a determination that Phase I debris clearing is sufficiently complete, not necessary or routes are reasonably open; the Phase II – Vegetative Debris Removal/Disposal and C&D Debris Removal Contractor will be requested to begin operations within 24 hours of notice to proceed. This notification will generally take place during the storm or immediately following the storm with expectation of debris removal needed. The contractor will provide 12 crews at minimum, and must be in full force within five (5) days of written notice to proceed. A 12 crew minimum work force will be required throughout the contract unless a reduction is authorized in writing by the Director of Public Services. A crew must gather, load, haul and dispose a minimum of 250 cy of debris per work day. Following completion of debris removal from major thoroughfares, CONTRACTOR'S complete workforce will be assigned district debris removal from the City's six (6) districts. Two (2) crews will be assigned in each district at minimum. One crew in each district must utilize mechanical loading.

Regarding major thoroughfares: The City of Wilmington forwarded a Memorandum of Agreement to the State of North Carolina Department of Transportation (NCDOT), see **General Attachment 13**. Under this memorandum of agreement, Vegetative Debris Removal of most major thoroughfares will be the responsibility of NCDOT.



Phase II Debris Removal operations will also be conducted by the Public Services Department in conjunction with our normal curbside MSW and Vegetative Debris Services. Public Services Department, Division of Solid Waste will be responsible for white goods removal. The City retains the right to augment the Phase II – Debris contractor to assist in white good removal under a fair and equitable change order.

### ***Phase II – Dangerous Trees and Hanging Limbs***

Following initial evaluation of City of Wilmington Public Properties and rights-of-way responsibilities, a damage assessment will be made by the Parks Superintendent regarding areas and locations to dispatch the pre-selected Dangerous Trees and Hanging Limbs Contractor. This work typically occurs during the final stages of the Phase II debris operations. Under the contract requirements, the Phase II – Hangers and Dangerous Trees contractor is responsible turnkey for debris removal and disposal. Therefore no material should be left for the Phase II Curbside Debris Removal and Disposal Contractor.

## **C. Recovery Operations**

### **1. Estimating staff, procedures and assignments**

**Initial Evaluation:** Four Satellite Crews are staged prior to any anticipated landfall. Immediately following the storm or when winds die down to safe levels, a team from each satellite crew is to drive a route back to the City Emergency Operations Center (EOC) and report specific areas and estimate of volume requiring clearing. This 1<sup>st</sup> level procedure will then shed some knowledge of the need to request additional assistance from the pre-selected Phase I – Debris Contractor. Following the assessment if these routes indicate clearing operations can be completed by the Department of Public Services and other City of Wilmington recovery teams, the Phase I – Contractor will not be requested to perform.

#### **Phase II – Debris Estimating:**

Generally, following the disaster an evaluation is made collectively with the Public Services Director, Solid Waste Superintendent and Debris Project Management and Monitoring Consultant. Following this initial evaluation of the City and determining most heavily impacted locations, an estimate of volume is determined through correlation and similarities from previous disasters. We have determined that estimations by windshield evaluations only significantly underestimate volume. Much of the debris does not make it to the curbside until the 2<sup>nd</sup> weekend following the event. At this time a more relevant volume estimate may be made, however this may be too late for FEMA kickoff meetings and damage request estimates from New Hanover County. Therefore, historical reference and past experience has been our best determining factor for debris volume estimating.

## **2. Collection Method**

### **A. Curbside Collection**

Phase II – Debris Curbside collection will be primarily completed by the pre-selected Phase II Debris Contractor. See complete contract, [Contract Attachment 2](#). Additionally, the City will supplement with its normal solid waste division and other City departments for vegetative debris removal. Vegetative Debris removal and disposal for FHWA (Federal Highway Administration) primary and secondary routes will be the responsibility of NC-DOT, through Memorandum of Agreement, [see General Attachment 13](#).

The Phase II – Debris Removal and Disposal Contractor, by contracted documents; will be responsible for removal and delivery of C&D debris, this will include FHWA primary and secondary routes per MOA with NC DOT. CONTRACTOR will gather, load and haul C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the City to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, NC. Bidders should anticipate maximum haul round trip of 180 miles, the average round trip would be less than 160 miles. [An option, at the discretion of the City Manager and / or Public Services Director, will be to revise the contractors scope of work to bring material to the either of the 2 permitted TDMS locations for temporary staging, reduction and or reclamation options.](#)

The Phase II – Debris Removal and Disposal Contractor, gather, load, haul and dispose of Vegetative Debris (including containerized or bagged vegetative debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the City. The contractor has acknowledged that they will either employ the current commercial facilities listed below in the “Collection Centers”, or reserves the right to operate their own TDSR. [An option, at the discretion of the City Manager and / or Public Services Director, will be to revise the contractors scope of work to bring material to the either of the 2 permitted TDMS locations for temporary staging, reduction and or reclamation options](#)

Collection specifics will include debris monitoring and contractor oversight, provided by Johnson Environmental & Disaster Consulting Services (see [Contract Attachment 3](#)). The debris monitoring program will consist of measurement and documentation of measurement for all trucks utilized by the Phase II debris contractor. The trucks will be individually placarded and volume capacity clearly marked on the placard. The contractor is required to provide 12 crews at minimum to complete the scope of services. The minimum work force, 12 crews, must be in full force within five (5) days of written notice to proceed. A 12 crew minimum work force will be required throughout the contract unless a reduction is authorized in writing by the Director of Public Services or his designee. Each crew will have a monitor assigned to it, and the crew must gather, load, haul and dispose a minimum of 250 cy of debris per work day. Typically, a crew will require a mechanical loader (skid steer, front-end loader, grapple loader, etc.) and two to three trucks for transport. The assigned debris load site monitor will evaluate all loading operations of the crew, and will begin the volume ticket to be finalized with observed volume by the Disposal Site monitor. The load site monitor will also be responsible for daily evaluation of the roads where work is performed, grid by grid, and confirm with the Department of Public



Services what roads are complete and will then move as directed to the next grid. The CONTRACTOR'S complete workforce will be assigned district debris removal from the City's six (6) districts. Two (2) crews will be assigned in each district at minimum. One crew in each district must utilize mechanical loading. Trailers or trucks that are hand loaded will be reduced in compliance with FEMA Regional Guidance # R4-RR-PA-07-07-05-03, which states, "Use of Hand Loaded Trailers and Trucks will be reduced by 50% of the observed capacity at the debris disposal site or staging location. This guidance is enforced because of the low compaction rate achieved by hand loading."

### **B. Collection Centers**

The City of Wilmington has traditionally allowed citizens to utilize commercial vegetative disposal sites within the area during the recovery phase. Vegetative debris can be taken to any of the three facilities listed below by the property owner. Each of these facilities will bill the municipality for the disposal. Rates are annually determined and are attached in the contract section, see [Contract Attachment 4](#). The commercial facility is also typically utilized by the Phase II Debris Contractor. An additional facility, also fully permitted, has indicated a willingness to accept vegetative debris from the contractor, that being Wilmington Materials Hwy 421N 4 miles north of Battleship on right

Please see the facilities and address of each below:

**Diversified Biomass** 606 Sunnyvale Drive  
793-1460

If it is determined that C&D waste is to be collected by the Phase II contractor, final disposal of all C&D collected by the contractor will be at Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, NC. A price schedule is attached as [Contract Attachment 5](#). If property owners determine that they would like to remove C&D themselves, construction/demolition debris must be taken to the County Landfill located on Hwy 421N, approximately six miles north of the Battleship. The landfill is on the right. There is a charge of \$59.00 per ton for disposal. The City has advised New Hanover County that C&D taken to the County Landfill will not be reimbursed by the City and to please recover all disposal costs from the resident. Also, the New Hanover County Landfill does not accept vegetative debris.

### **3. Collecting Hazardous Waste and White Goods**

White goods will be collected by the City's Solid Waste Division. These white goods will be delivered to Southern Metals Recycling, Inc. under current agreement, [see Contract Attachment 6](#). Mr. Jeremy Alper, Manager, confirms that their facility has significant available capacity and he believes they would be capable of managing white good and metal recovery (scrap cars, boats, trailers and trucks, etc.) even after a significant event. Southern Metals Recycling does all

fluid and Freon recovery prior to sale to metal shredder. The metal shredder then processes the different metals for eventual sale to smelters, steel and iron companies for reuse.

De minimus quantities of household hazardous waste (HHW) are expected and will be removed with C&D waste by the Phase II debris contractor. All C&D waste and those that may contain de minimus quantities of HHW mixed wastes will be disposed at Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, NC. Household hazardous waste is exempt from hazardous waste rules. This determination to utilize a Subtitle D facility for all C&D wastes was to confirm proper disposal. During a recent audit, Waste Industries confirms ability to accept such waste and furthermore has permitted capacity to accept approximately 44 million cubic yards of debris.

#### **4. Monitoring Staff and Assignments**

Johnson Environmental & Disaster Consulting Services (JENV) is under contract to supply debris project management and debris monitoring services [see Contract Attachment 3](#). JENV staff will measure debris trucks, complete field observation at loading locations, estimate final volume at TDSR's or disposal facilities, prepare load tickets, complete street check-offs and grid assignment reports, prepare daily monitoring records, entering all loads into a master database and maintaining these records, prepare recommendations and evaluations of contractors work product at site locations, investigate troubles and citizen inquiries, and prepare reports with total volumes to compare contractor invoicing and/or used as the local governments agent in determining proper volume for contractor invoicing.



## **IV. Debris Management Sites**

### **A. Site Management**

All sites anticipated for use under the contracted arrangements are commercial and permitted facilities therefore they will be the responsible party for all operations below. The commercial sites have been requested to submit the information contained in Section IV, A and B where appropriate. Documentation for these sites will be found in the **Debris Management Site Attachments**.

At the time of preparation of this revision, the Department of Public Services did not receive the TDMS permits for Olsen and Optimist Debris Management Sites in time to prepare or budget for a Debris Disposal and TDMS Management Contract. However, in the event that either or both of the City of Wilmington owned TDMS sites are activated and the contractor is instructed to use these facilities, it is the City's intent at that time to revise the Phase II – Debris Removal & Disposal Contract to incorporate the necessary site management procedures recommended in this section. During the spring of 2012 it is the intent of the Department of Public Services to prepare a separate request for proposal to operate these sites.

**1. Site Manager**

**2. Monitoring Staff and Assignments**

**3. Safety Personnel**

**B. Establishment and Operations Planning**

**1. Permits**

All sites anticipated for use under the contracted arrangements are commercial and permitted facilities, permit information can be found in the **Debris Management Site Attachments**. The Phase II Debris Contractor, **Bamaco, Inc.** reserves the right to obtain and prepare a site for vegetative debris management and reduction. If Bamaco intends to utilize this option they will be the sole responsible party for obtaining any necessary permits.

*In the event that commercial facilities are not adequate to meet the debris management needs from the debris generating event, the City of Wilmington has identified and received conditional permits for two (two) TDMS locations (see Debris Management Site Attachment 4). In the event that these additional facilities are not adequate, the City Attorney's Office and the Department of Public Services in collaboration with the Phase II Debris Contractor(s) will apply for any necessary permits. Permitting authority will be through the State of North Carolina Department of Environment and Natural Resources (NCDENR). NCDENR provides "one stop permitting coordination" to local governments, through the state offices in Raleigh, NC; phone number (877) 623-6748. NCDENR also has a local regional office located at 127 Cardinal Drive Extension, Wilmington, NC 28405 and with main switchboard number of (910) 796-7215.*

*Listings of permits that may be needed include but are not limited to:*

- *Emergency Debris Management Site Selection and Evaluation Approval - NCDENR, Division of Waste Management – Solid Waste Section (910) 796-7215*
- *Air Quality Permit - NCDENR, Division of Air Quality (910) 796-7215*
- *Coastal land-use permits - NCDENR, Division of Coastal Management (910) 796-7215*
- *Fire department approvals – City of Wilmington Fire Chief (910) 341-7846*

**2. Locations**

**A. Baseline Data for each location**

**B. Ingress/egress for sites**

All sites anticipated for use under the contracted arrangements are commercial and permitted facilities. Therefore no baseline data is required as the City of Wilmington is not responsible for

operation of these facilities. Site location information and ingress/egress for sites is included in **Debris Management Site Attachments**.

*In the event that the commercial facilities are not adequate to meet the debris management needs from the debris generating event, the City of Wilmington has identified and received conditional permits for two (two) TDMS locations (see Debris Management Site Attachment 4). The recently permitted TDMS sites, Olsen TDMS and Optimist Park TDMS are cleared, have adequate ingress/egress to the facilities. Some additional onsite road preparation is anticipated, more with the Olsen facility. Baseline data will be collected at either site as necessary prior to operation. It is the City's opinion that if Vegetative Debris only is staged at either location, extensive baseline data chemical analysis is not required. The Optimist TDMS is already equipped with monitoring wells that are assumed downgradient of the staging area. Data from this may be sufficient for baseline ground water data.*

*The sites layouts will be directly related to the size of the event and the need to incorporate both Vegetative and C&D locations for staging. This will be further detailed with the RFP and contract for Debris Management Site contract to be prepared in the spring of 2012. In the event that these either or both sites are activated this season the*

*In the event that these additional facilities are not adequate, the City Attorney's Office and the Department of Public Services in collaboration with the Phase II Debris Contractor(s) will apply for any necessary permits. Permitting authority will be through the State of North Carolina Department of Environment and Natural Resources (NCDENR). NCDENR provides "one stop permitting coordination" to local governments, through the state offices in Raleigh, NC; phone number (877) 623-6748. NCDENR also has a local regional office located at 127 Cardinal Drive Extension, Wilmington, NC 28405 and with main switchboard number of (910) 796-7215.*

### **3. Site Layouts**

Site location information and ingress/egress for sites is included in **Debris Management Site Attachments**.

*The recently permitted TDMS sites, Olsen TDMS and Optimist Park TDMS are cleared, have adequate ingress/egress to the facilities. Minimal additional preparation is anticipated. The sites layouts will be directly related to the size of the event and the need to incorporate both Vegetative and C&D locations for staging. This will be further detailed with the RFP and contract for Debris Management Site contract to be prepared in the spring of 2012. In the event that these either or both sites are activated this season the following information is provided:*

The Olsen Park TDMS – located north of the City limits, is a joint City of Wilmington and New Hanover County Park. This location is the largest of the City's available properties and will serve as the primary location for TDMS operations. The site is well secured to the East by the boundary of I-40 and DOT buffer fencing, and additional security will be achieved by utilizing a planned access road from Corporate Drive prior to entering the public parking area. Additional



temporary security fencing and access gate may also be recommended at the proposed use areas southern boundary.

The actual parcel size (Parcel ID R03500-001-014-000) is 63.62 acres (see attached *Olsen Parcel Aerial*). The City will utilize the approximate 12.6 acre cleared northern subsection of this parcel (see DMS Attachment 4) providing sufficient buffer from improvements on the site, surface waters, flood zones and property boundaries. As stated previously the site will require some grading improvements, and a new road for ingress/egress prepared from Corporate Drive prior to entering the public parking area. This is necessary for safety and security by eliminating trucks entering the parking area and pedestrian traffic. The City would like the Olsen Park TDMS to accept C&D with reduction and recycling options, and accept Vegetative debris at this site and reduce at this location by grinding. The site is accessed from an industrial park; from Corporate Drive and will serve as the primary TDMS serving the City of Wilmington.

Optimist Park TDMS – is located on the west side of South Front Street located at the approximate midpoint between the Cape Fear Memorial Bridge to the North and the North Carolina State Port to the South. This location will serve as an optional TDMS for staging only. The City envisions this location to serve as a transfer location from smaller dump trucks to large tractor trailer trucks making long hauls to the Waste Industry Subtitle D facility in Sampson County where C&D is to be disposed. The site has 3 baseball fields and is completely cleared. Plans are to create a buffer and utilize the property frontage along Front Street for the truck traffic pattern, then looping from most southern ball field to an exit at the northern ball field. All staging and transfer operations would occur in the ball field areas. The complete parcel (to include City property on the East side of Front St. is approximately 11.3 acres, the intended use are is the parking area and ball fields, which yields an approximate 2.5 acre subsection of this parcel (see DMS Attachment 4).

#### 4. Site Preparation

All sites anticipated for use under the contracted arrangements are commercial and permitted facilities therefore they will be the responsible party for all operations below. Therefore Site Preparation will be the responsibility of the commercial entity as the City of Wilmington is not responsible for operation of these facilities. Documentation for these sites will be found in the *Debris Management Site Attachments*, as submitted by the facility.

*The recently permitted TDMS sites, Olsen TDMS and Optimist Park TDMS will be prepared for use at the time of need. For the 2011 Hurricane Season the current Debris Removal / Disposal Contractor will be requested to prepare the sites as discussed in Section 3. Site Layouts*

#### 5. Volume Reduction Methods

- A. Incineration
- B. Grinding and Chipping

All sites anticipated for use for vegetative debris management, as indicated by the contractor, will utilize grinding as their method for reduction, contract explains that the “contractor” is the owner of the debris following acceptance but confirmation can be made by the debris site monitor that material is reduced however all prices under contract include reduction and final disposal, no separate line item for payment is included for reduction.

*In the event that the commercial facilities are not adequate to meet the debris management needs from the debris generating event, the City of Wilmington has identified and received conditional permits for two (two) TDMS locations (see Debris Management Site Attachment 4).*

*The Olsen TDMS facility is permitted to manage C&D and Vegetative Debris. Volume reduction of C&D by compaction, grinding, etc. is an option. Vegetative Debris will be reduced by grinding, the City does not intend to permit either site for air curtain burning.*

*The Optimist Park TDMS facility is permitted to manage C&D and Vegetative Debris for staging only. We anticipate the contractor will utilize this site for Temporary storage to combine smaller trucks to large long haul trucks, especially for the C&D destined for the Waste Industries Landfill in Sampson County.*

## **6. Recycling**

The three commercial sites anticipated for use for vegetative debris reduction and final disposal utilize recycling techniques as a commercial entity. These include: pulp and paper raw material stock, industrial boiler fuel, cogeneration fuel source, decorative chip and mulch are also options. Documentation for these facilities recycling practices will be found in the **Debris Management Site Attachments**, as submitted by the facility.

White goods are also managed commercially and are sent to a shredder for metal separation and recovery.

## **7. Environmental Monitoring Program**

No specific environmental program has been developed by the City of Wilmington. All sites anticipated for use under the contracted arrangements are commercial and permitted facilities; therefore each commercial facility will be individually responsible for all environmental compliance and monitoring. Documentation received from the contracting facilities regarding environmental monitoring and planning will be found in the **Debris Management Site Attachments**.

The Phase II Debris Removal Disposal pre-selected contractor, Bamaco has expressed that their intentions will be to utilize the current commercial vegetative debris reduction/disposal sites, but reserves the right to develop their own site with disposal in accordance with State and Federal guidelines. Bamaco has submitted a TDSR plan that addresses Environmental Monitoring. See **Debris Management Site Attachments**.

*A specific Environmental Monitoring Program has not been developed for the recently permitted TDMS sites, Olsen TDMS and Optimist Park TDMS. It is the intention of the Department of Public Services to incorporate these concerns RFP and contract for Debris Management Site Management and Disposal Contract to be prepared in the spring of 2012. In the event that these either or both sites are activated this season the following information is provided:*

*In the event that commercial facilities are not adequate to meet the debris management needs from the debris generating event, and the City and Phase II Debris Contractor are required to open additional DMS facilities, the City will require the Phase II Contractor, operating the DMS to address environmental requirements. A significant portion of these requirements are expected to be part of the permitting requirements, see B, part I above for possible permits. Environmental considerations must consider the intended use of the DMS, is it for staging and storage, grinding, and or burning? Environmental parameters will include but not limit to: boundaries from on-site structures, residences, potable wells, and surface waters. During site selection we must evaluate wetlands, erosion control, site access and security, historic preservation, and endangered species. During operation of these DMS facilities the contractor will maintain adequate separation of C&D from vegetative/woody debris. Ground chips will be maintained in windrows to minimize self ignition and erosion problems. If burning operations are required, smoke and opacity will be managed within permit guidelines by the contractor. Erosion control by common sense practices and use with erosion control fence, etc. will be maintained.*

## **8. Site Closure**

The City of Wilmington in this planning document and planning limits does not intend to enter any lease agreement, or utilization of City owned property for debris management. All sites anticipated for use under the contracted arrangements are commercial and permitted facilities and any closure requirements will be directed by their permit and regulatory authority. Permit numbers and/or copies of permits for these facilities can be found in **Debris Management Site Attachments.**

*A specific Site Closure Plan has not been developed for the recently permitted TDMS sites, Olsen TDMS and Optimist Park TDMS. It is the intention of the Department of Public Services to incorporate these concerns RFP and contract for Debris Management Site Management and Disposal Contract to be prepared in the spring of 2012. In the event that these either or both sites are activated this season the following information is provided.*

*Photographs of each site prior to use will be collected as part of baseline data information. Contractor is to return all sites to pre-event state as best possible. To include but not limited to re-erecting ball field fences, and removal of additional security fences, towers, etc. Return facility to natural grade and remove any culverts, temporary road bed (if a nuisance for intended use of facilities), etc.*

## **V. Contracted Services**

### **A. Emergency Contracting/Procurement Procedures**

The City of Wilmington annually prepares contracts and completes procurement and solicitation and selects three (3) pre-event disaster debris related services. The contracts are: Phase I – Immediate Response - Debris Clearing; Phase II- C&D Debris Removal and Vegetative Debris Removal and Disposal; and – Phase II- Dangerous Tree and Hanging Limbs Removal and Disposal, and the contract term is 1 year, coinciding with the City’s fiscal year (July 1 through June 30). This procedure has served well and has eliminated the need to prepare emergency contracting following the disaster and allows the municipality to focus on response and recovery operations. A copy of procurement related documents including each public notice and bid tabulation are attached as [Contract Attachment 7](#).

At the time of preparation of this revision, the Department of Public Services did not receive the TDMS permits for Olsen and Optimist Debris Management Sites in time to prepare or budget for a Debris Disposal and TDMS Management Contract. However, in the event that either or both of the City of Wilmington owned TDMS sites are activated and the contractor is instructed to use these facilities, it is the City’s intent at that time to revise the Phase II – Debris Removal & Disposal Contract to incorporate the necessary site management procedures. During the spring of 2012 it is the intent of the Department of Public Services to prepare a separate request for proposal to operate these sites. Otherwise, procurement procedure appears below:

#### **Procurement Procedure:**

Beginning in February of each year the three debris contracts are developed under the budgets of the Division of Solid Waste of the Department of Public Services and the Division of Parks of the Department of Community Services. Draft documents are prepared, reviewed by staff to confirm the scope of service meets anticipated needs, and then the documents are reviewed by both the Purchasing Division and the City Attorney’s office to confirm the City’s best interests are being addressed. Following this final approval of the bidding instructions and contract documents, the Purchasing Division posts the public notice and complete bidding documents on the City’s website. The City of Wilmington has adopted this as the normal method of public notice for advertisement of goods or services, and has been approved by City Council. During this public notice period, typically 10 days from website posting to the “mandatory pre-bid conference”, previously interested contractors and industry leaders are notified of the bidding opportunity. The pre-bid conference is typically held in the conference room of the Purchasing Division and specific elements of the bidder’s instructions are discussed and contractors participate in this open forum conference. Sealed bids are due seven (7) to ten (10) days following the pre-bid conference and the bids are opened and tabulated at a location open to the public. Following the tabulations, an evaluation is completed to determine the lowest bidder for each contract. The selection process does not end at that point; the staff will recommend the “lowest responsible bidder”. These lowest bidders are then requested to provide due diligence documentation. Through research and validation of this documentation, staff will then make a determination of “responsible”. Due diligence documentation requested tests the contractor’s

previous experience with debris removal/disposal operations, financial strength, bonding experience, bonding limits, ability to acquire bonding, insurance limits and experience with insurer, equipment availability, and subcontractor relationships. Additionally, all contractors are evaluated through the Federal Excluded Parties List System to determine if the submitting contractor has been listed as non-participatory for any Federal Projects. If due diligence does not provide any reason for disqualification, the contractor will be recommended by staff to the City Council for approval.

## **B. Debris operations to be outsourced**

- Phase I – Immediate Response - Debris Clearing
- Phase II- C&D Debris Removal and Vegetative Debris Removal and Disposal
- Phase II- Dangerous Tree and Hanging Limbs Removal and Disposal
- Debris Monitoring Services
- Vegetative Debris Reduction and Disposal  
(for City Department of Public Services and private citizens)
- C&D Disposal
- White Goods Recycling and Disposal

## **C. General Contract Provisions**

- Debris Contracts are prepared annually
- Terms are 1 yr, coinciding with the City's fiscal year.
- Commercial Facilities permitted to accept vegetative debris for disposal are contacted annually during March or April, and requested to quote rates for acceptance of vegetative debris from the Citizens of Wilmington.
- C&D facilities are contacted to determine capacity, and availability to accept C&D debris following a disaster. If the facility confirms ability to accept waste they are requested to quote rates for debris disposal.

## **D. Qualification Requirements**

- Specific qualifications include but are not limited to: Phase II- C&D Debris Removal and Vegetative Debris Removal and Disposal are required to have previous experience completing debris removal operations as "Prime Contractor" for a single disaster equal to or greater than 100,000 cy.
- A fair and equitable rate for services is required and determined by evaluation of previous bidding results, current bids as received, and comparison of surrounding local government's rates for similar services.
- Additional qualifications include the due diligence evaluation criteria. Due diligence documentation tests the contractors previous experience with debris removal/disposal



operations, financial strength, bonding experience, bonding limits, ability to acquire bonding, insurance limits and experience with insurer, equipment availability, and subcontractor relationships. Additionally, all contractors are evaluated through the Federal Excluded Parties List System to determine if the submitting contractor has been listed as non-participatory for any Federal Projects.

## E. Solicitation of Contractors

Following the final approval of the bidding instructions and contract documents, by the City Attorney and the Purchasing Division, the public notices and complete bidding documents are posted on the City's website. The City of Wilmington has adopted this as the normal method of public notice for advertisement of goods or services, and has been approved by City Council. During this public notice period, minimum of 10 days from website posting to the "mandatory pre-bid conference", previously interested contractors and industry leaders are notified of the bidding opportunity. The pre-bid conference is typically held in the conference room of the Purchasing Division and specific elements of the bidder's instructions are discussed and contractors participate in this open forum conference. Sealed bids are due seven (7) to ten (10) days following the pre-bid conference and the bids are opened and tabulated at a location open to the public.

## VI. Private Property Demolition and Debris Removal

The Chief Code Enforcement Officer was interviewed and standard procedures were discussed regarding management of uninhabitable properties. Code Enforcement explains there is a procedure in place for demolition of "hazardous structures". This process generally takes about eight (8) months. Code Enforcement explains they have not developed a fast track program for disaster events. The Chief Code Enforcement Officer also explains that their authority does not allow them to do condemnation. This authority is reserved for **building inspections** which the single authority for this regulatory function rests with New Hanover County.

The City Code Enforcement Department has provided the relevant procedures through current City of Wilmington Code of Ordinances to complete demolition, **see General Attachment 11.**

The City Code Enforcement Department also has procedures in place to remove unlicensed and abandoned vehicles on private property. This process also takes a significant time, and this process is designed for nuisance abandoned vehicles. If an automobile has been abandoned on the public right-of-way and Code Enforcement receives citizen complaints, the complaint is directed to the City of Wilmington Police Department.

## **A. Condemnation criteria and procedures**

### **1. Legal documentation**

New Hanover County will be the responsible authority to complete this procedure. The City of Wilmington Code of Ordinances describes this procedure, please see **General Attachment 12**.

### **2. Demolition permitting**

The City of Wilmington Code of Ordinances describes this procedure, please see **General Attachment 12**.

## **B. Mobile home park procedures**

Wilmington has no special procedure for demolition of mobile home parks. Uninhabitable mobile home identification and demolition would be managed under current codes and ordinances.

## **C. Navigation hazard removal, procedures**

Wilmington has no responsibility for maintaining any navigational waterway within the municipality. To the best of the City's knowledge all navigational waterways within the municipal boundaries are maintained either federally, or by the state of North Carolina.

## **VII. Public Information Plan**

Public information generated during disasters and any time comes from the Communications Office, which is part of the Department of the City Manager. The Communications Office serves citizens and staff alike, with both internal and external communications. The primary responsibilities of the Communications Department are to:

- Continuously enhance a positive image of the City through effective, targeted communication efforts;
- Develop and implement a comprehensive, proactive communications program;
- Provide communications support to City departments; and
- Provide information to media, alert media to news events, and respond to media on citywide issues.
- The Communications Office also maintains & operates GTV8, the City of Wilmington's Government Access Channel.

### **A. Public Information Officer**

The offices of the Communications Division are located in historic City Hall, 102 North 3rd street, downtown Wilmington.

Communications Office Staff and contact information:

- Malissa Talbert, Communications Manager/PIO, 342-2736
- Rebecca Blue, Communications Technician, 341-0061
- Dylan Lee, GTV8 Station Manager, 341-4675
- Kazu Takeda, GTV8 Producer/Director, 547-3091
- Jennifer Isbell, Marketing Coordinator, 341-5860

## B. Pre-scripted information

Several documents have been prepared in the past for communications to citizens. See **General Attachment 12** for a sample document.

## C. Distribution plan

Communications Division tries to get the information to citizens about debris pickup in as many ways as possible. The distribution plan involves:

- a. notification on the front page of the City's website
- b. notification on the City's cable channel, GTV8
- c. notification of all area media via electronic press release
- d. notification of City council via fax
- e. notification of City staff via intranet
- f. notification in City newsletter
- g. each of the above methods provides the solid waste phone number, for people to call if they have further questions.

## Table of Attachments

### Yellow Tabbed

<u>General Attachment #</u>	<u>Title / Description</u>
1	Development Services - Emergency Operations Procedures
2	Public Services - Emergency Management Duties
3	Purchasing Division - Emergency Response Contracts
4	Communications Office- Crisis Communications (EPIC)
5	Sample Press Releases
6	Storm Reconstruction Services, Inc. - Health and Safety Plan
7	Samples of Public Services Dept. training and records of completion
8	Bamaco, Inc. - Health and Safety Plan
9	Public Services - NIMS Certification Record of Completion
10	Satellite Crew and Equipment Assignments Locations and Route Assignments
11	Pre Scripted Communications Release
12	Demolition of Private Property - minimum housing code of ordinance
13	Memorandum of Agreement with NCDOT

### Blue Tabbed

<u>Contract Attachment #</u>	<u>Title / Description</u>
1	Phase I Debris Clearing Contract (SRS)
2	Phase II – C&D Debris Removal and Vegetative Debris Removal / Disposal (Bamaco, Inc.)
3	Debris Monitoring Contract (Johnson Environmental & Disaster Consulting Services)
4	Quote for Vegetative Debris Disposal - American Property
5	Quote for C&D Debris Disposal - Waste Industries
6	White goods agreement - Southern Metals and Recycling
7	Procurement Related - Public Notices & Bid Tabulations
8	Dangerous Tree & Hanging Limb Contract (Bamaco, Inc.)

### Green Tabbed

<u>Debris Management Site Attachment #</u>	<u>Title / Description</u>
1	Vegetative Debris Management Site (Diversified Biomass / American Properties)
2	Vegetative Debris Management Site (Wilmington Materials)
3	C&D Debris Management Site (Waste Industries - Subtitle D Landfill, Sampson County, NC)
4	City of Wilmington owned TDMS facilities; Permits, Permit Application and site information

## General Attachments Table

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## **Development Services Department**

### **Emergency Operations Procedures**

#### **Summary of Responsibility**

##### **City Emergency Operations Center**

Pre-Storm: Christine Hughes - Planning  
During Storm: Bill McDow – Planning  
Post Storm:

Alternates: Maggie O'Conner – Planning  
Corey Taylor - Planning  
Arley Day – Engineering

No other Development Services Staff is assigned EOC or EPIC responsibilities

##### **Damage Assessment**

Lead: Dave Cowell – City Engineering  
Lead Back-Up: Carl Farmer – Division Engineering  
Bret Russell – Construction Manager  
Steve Harrell – Community Services-Code Enforcement

All Planning Division and Engineering Division Staff as well as Community Services Staff are assigned to damage assessment

##### **Signal Maintenance**

Lead: Don Bennett - City Traffic Engineer  
Lead Back-Up: Tom Platt – Traffic Engineering

All Traffic Engineering Staff are assigned to signal and sign maintenance

## Development Services Department

### EMERGENCY OPERATIONS PROCEDURES

#### Engineering, Traffic Engineering and Planning Damage Assessment Procedures and Preparations

##### Early in the season, prior to an event:

- **Department/Division Heads** – Make sure the employee contact information is correct. Update as necessary.
- **City Engineer** – Update damage assessment kits. Be sure they have pencils, clip boards, damage assessment forms (residential and business), updated zone maps.
- **City Engineer** – Coordinate damage assessment training. Get the state (or county) to assist in training at least every 2-3 years. Investigate coordinating with county and or other communities for the training.

##### Within 72 hours of a potential strike:

- **Department/Division Heads** – Get a computer print-out from ITS of the properties within the City.
- **Department/Division Heads** – Remind staff of duties and direct them to begin preparations at home early so that they can be available at city as needed.
- **Construction Inspectors** – Contact contractors for City and development projects and remind them that they are to safe-up construction sites in the event a hurricane does hit or impact Wilmington. Items that could become airborne are to be secured.
- **Division Heads** – Review procedures and process with staff.
- **Division Heads** – Ensure vehicles are ready for an event (fuel, serviced if due, operating properly, etc.)
- **Division Heads** – Order materials and supplies that maybe needed. Could include sheet plastic for covering office equipment, tape, rain suits, batteries for flashlights, pencils, etc.
- **Construction Manager** – Ensure that the small generator at the lab is operating and has reserve fuel.
- **Traffic Engineering:**
  - Determine timing plans to be used during and after storm
  - Coordinate record keeping procedures to ensure FEMA reporting requirements are met
  - Take pile of discarded signs to recycling center.
  - Dispose of private of signs confiscated by Code Enforcement.
  - Test generators.

**Within 36 hours of a potential strike:**

- **Construction Inspectors** – Visit construction sites to ensure contractors have implemented the measures to safe up the sites and minimize the potential for items to become airborne.
- **Department/Division Heads** – Ensure that staff has materials to secure offices and that vehicles are filled and parked in safe locations (to the extent possible).
- **City Engineer** – Verify that “damage assessment kits” are ready for use.
- **Department/Division Heads** – Verify that contact numbers are correct. If employees plan to stay some place other than home, make sure they furnish telephone numbers for alternate locations they can be reached.
- **Traffic Engineering:**
  - Load post disaster database for tracking signal system damages
  - Review this list with employees.
  - Secure remaining loose signs around the facility with construction netting and weights.
  - Stock trucks with hardware.
  - Charge radios and tools.
  - Check flashlights and batteries.
  - Safe up any work sites and/or uncompleted projects
  - Check all shop and building equipment such as computers, radios, pagers, phones.
  - Check all traffic surveillance cameras and remove or secure as needed

**Within 24 hours of potential strike:**

- **Department/Division Heads** – Ensure that offices have been secured.
- **Department/Division Heads** – Review policies/expectations with employees.
- **Construction Inspectors** – Visit construction sites to verify that sites are secure to the extent possible.
- **Department/Division Heads** – Verify that drivers have fueled all vehicles and parked them in appropriate locations and that the keys to vehicles are located in a safe and accessible location.
- **City Engineer/Division Heads** – Remind employees where to report to work and the alternate location(s) in the event the designated location has been significantly damaged or destroyed.
- **Traffic Engineering:**
  - Fill vehicles with fuel
  - Back up all computers
  - Turn off event reporting for all traffic zones
  - Check all Hurricane Evacuation timing plans, monitor for evacuation notices
  - Implement and adjust Evacuation plans (if necessary)
  - Shut down TCC

- **Traffic Engineering (Cont.):**

- Cover all computers with plastic sheeting
  - Fuel all vehicles and generators
  - Stock trucks with field equipment and hardware for use such as: anchors, guy wire, signals and tools
  - Back up computer files.
  - Cover computer equipment with plastic.
- **City Engineer** - Make sure that snacks and drinks are available for people doing damage assessment and that the City has made arrangements for meals. Get cash from Finance to obtain snacks.
  - **City Engineer** – Assemble the equipment needed to set up the damage assessment control center. Equipment to include: Damage Assessment kits, 2 grid maps, table, generator, UPS, computer, drop cords, power strip, fan(s), desk lamp(s), chairs, and portable radio.

**During the event:**

- Employees assigned to emergency operations centers and/or the media center comply with the policies and procedures for those teams.
- Department Head and other designated personnel meet as directed with City Manager or other designated management.
- Employees designated to assist in the damage assessment procedure (all Development Services and Community Services not assign other specific responsibilities related to emergency operations) are to get rest and be prepared to report to office once the worst part of the storm has passed.
- **Traffic Engineering**
  - Depending on storm intensity and time of day, Traffic Engineer to remain at TCC, remaining staff to weather storm at home or local shelter.
  - Monitor police radio for signal damages
  - Monitor radio station for information
  - If possible (cameras still in place) monitor system
- **Signals Maintenance**
  - Staffing: Depending on storm intensity and time of day, Electronic Technician Supervisor, 1- Senior Maintenance Worker and Technician on call weather the storm at Coleman complex or local shelter. All other technicians on standby as needed in case of major incident.
  - Respond to Road hazards from fallen signals and equipment during emergency operations as needed to keep ambulance routes cleared to hospitals
- **Signs** – Stay home or local shelter and wait out the storm. After the storm subsides, return to work as soon as possible.

**Post Event:**

- City Engineer and designated alternate(s) are to report to the office or designated area by prior to other employees to prepare damage assessment packages and vehicle keys for distribution to damage assessment teams.
- Employees designated to assist in damage assessment are to report to work as soon as the worst part of the storm has past and wind have reduced to 45 mph or less. However, if it is 3pm or later when this occurs, then employees are to report to work at 7 am the following morning.
- Employees are assigned to two man teams as they report to work and assigned to areas to survey for damage assessment. Once an area has been completed, the team returns to the office to submit the completed forms and is assigned a new area until all areas are completed.
- City Engineer and two others employees remain at the “base location” to manage the operation. Duties include: keeping records of the teams and areas they are assigned, manning the radios and phones to pass along information such as downed power lines, downed trees, areas with extensive damage, request from residents for emergency assistance, compile summary of forms as they come in, and update City Management on estimates of damage as appropriate.
- **ENSURE THAT ALL AREAS HAVE BEEN SURVEYED, THE FORMS COMPLETED, AND SUBMITTED TO THE COUNTY EMERGENCY OPERATIONS CENTER WITHIN 72 HOURS OF THE STORM PASSING.**
- Engineering – Provide technical support to the operating departments as needed and requested.
- **Traffic Engineering:**
  - Dial into all systems determine if system is communicating
  - Field calls from EOC regarding signal damages
  - Determine priority for bringing signals back on-line
  - Determine if major roads are blocked by debris, establish detours
  - Have meeting with field crew to remind them of field damage reporting and time recording procedures to assure compliance with FEMA requirements
- **Signals Maintenance**
  - Supervisors assess damages for making priority list
  - Safe up hazards
  - Coordinate with State and Local Authorities
  - Repair signal damages
- **Signs**
  - Ride the major City routes to check for sign damages. Repair STOP or YIELD signs immediately. Check the following streets first: Greenfield St., Medical Center Dr., Wellington Ave., S. 17<sup>th</sup> St. between Shipyard Blvd. and College Rd., St. Andrews Dr., George Anderson Dr., Independence Blvd. between Shipyard Blvd. and River Rd., 41<sup>st</sup> St./Holly Tree Rd., Beasley Rd., Masonboro Sound Rd., Greenville Loop



Rd./Greenville Ave., Airlie Rd., Rogersville Rd., Hooker Rd., Rose Ave., Clear Run Dr., College Acres Dr., Racine Dr., Oriole Dr., New Centre Dr. east of College Rd. and north of Market St., Randall Pkwy., Park Ave., Peachtree Ave., MacMillan Ave., Floral Pkwy., Wrightsville Ave. north of Dawson St., Dock St., Castle St., 13<sup>th</sup> St., 10<sup>th</sup> St., 5<sup>th</sup> Ave., 4<sup>th</sup> St., 2<sup>nd</sup> St., Front St. north of Queen St.

- Call in any damages that need immediate attention by other agencies. If it's another City division, you may call them directly on the radio. Call our secretary to have damages reported to other agencies. This includes NCDOT STOP signs.
- Repair/replace signs as called in with priority given to STOP and other regulatory signs.
- Check all "RED LIGHT PHOTO ENFORCED" signs.
- Uncover computers and loose signs.

The City Engineer shall be the lead person for coordinating the damage assessment. Alternates, priority order are:

- – Division Engineer
- – Construction Manager
- – Chief Code Enforcement Officer



## Hurricane Emergency Checklist

2010 Season

## 72 Hours Prior to the Event

- ❑ All regular operations cease
- ❑ Streets & Stormwater Divisions: Divide grids & inspect for problem areas
- ❑ Contact Fleet & make sure vehicles needed for storm response and clean up are serviced and ready to go

## Between 72 & 36 Hours Prior to the Event

### ALL DIVISIONS

- ❑ Complete or secure all construction or repair work sites
- ❑ Collection of donated radios to ensure there is enough during an event

### PARKS

- ❑ Cut back / remove back any trees that will become a problem during the storm
- ❑ Open one spillway at Greenfield (2nd one, if needed will be opened 36 hours out)

### STORMWATER

- ❑ Inspect all roadside outfalls and all catch street basins
- ❑ Open Randall Pond spillway

### BUILDINGS

- ❑ Generator checks started; must be complete by 36 hours prior (refer to list of generators & locations)

## 36 Hours Prior to the Event

### ALL DIVISIONS

- ❑ Fuel all vehicles and equipment
- ❑ Fill all fuel cans and fuel storage tanks
- ❑ Service all chainsaws
- ❑ Remove all unnecessary items from trucks
- ❑ Employees to check all personal protective equipment
- ❑ Be sure all communication equipment is working properly
- ❑ Secure building and yard areas; must secure all potentially airborne items
- ❑ Contact contractors to secure capital construction projects
- ❑ Make sure personnel have needed supplies
- ❑ Make sure all windows and doors are locked
- ❑ Move rolling stock to assigned areas
- ❑ Be sure all vehicles and equipment in a safe location
- ❑ PSA's should be released (explaining what citizens should not do during a storm – yard debris removal / storm debris removal, etc.)

## SOLID WASTE

### Solid Waste Superintendent: Bill Reed

- ❑ Begin checking all brick trash cans to ensure that the lids are secured by chains to the base and will not fly away
- ❑ Notify all carrion customers to see if they need an early pick up in anticipation of a prolonged power outage
- ❑ Notify customers when calling about bulky pickups that, due to anticipated weather conditions, the item may not be picked up as scheduled. If the item is not picked up, it will be the responsibility of the resident to secure the item.

## STORM WATER SERVICES

### Storm Water Manager: Dave Mayes

### Drainage Manager: Harvey London

- ❑ Inspect/clean structures city-wide, clean screens on Water Street
- ❑ Inspect/clean out fall culverts city-wide
- ❑ Inspect all known problem drainage area
- ❑ Inspect/clean all pond inlet and outlet structures
- ❑ Inspect tide gates and contact N.C. Ports about Greenfield Tide gates
- ❑ Check hospital drainage system – Orlando Arenas 342-3438 or Bert Singletary 343-2614 or Meri Battles 343-4566 or Judy Davis 343-2125

## PARKS

### Parks Superintendent: Nina Johnston

- ❑ Remove flags from City Hall, Riverfront, Parks and swinging signs
- ❑ Remove windscreen from tennis courts and ball fields
- ❑ Secure all trash cans and anything that will fly away
- ❑ Turn off fountains (Parks and Riverfront)
- ❑ Contact CFRW about securing paddle boats and canoes
- ❑ Empty all flatbed trucks and pickups
- ❑ Fuel up all trucks and equipment
- ❑ Contact State Port about Greenfield Lake spill way status
- ❑

## SMALL ENGINE MECHANIC SHOP/CARPENTER SHOP

- ❑ Top off all mixed cans of gas
- ❑ Make preparation at Legion Stadium for temporary shop operations
- ❑ Secure supplies as needed (oil, 2 cycle, bar oil, roll of clear plastic)
- ❑ Make extra chain for chain saws
- ❑ Move all small mowers and equipment from mechanics shop to high ground (usually employees room)
- ❑ Move all gas and diesel cans to temporary shop setup
- ❑ Hand equipment must be moved: shovels, rakes, pitch forks, brooms
- ❑ Move carpentry tools and equipment to Legion Stadium

## BUILDINGS

### **Buildings Manager: Donald McLamb**

- ❑ Check all roof drains
- ❑ Check ramp drain to basement of City Hall
- ❑ Have all generator pre-tests complete
- ❑ Check basement drains at 305 Chestnut Street – Municipal Center
- ❑ E-mail each building concerning HVAC Unit. When office closes, turn thermostat to OFF position
- ❑ Hookup 3 Phase 208/230-volt generator for 302 Willard Street
- ❑ Remove globes from the front of Police & Fire Headquarters

## 24 Hours Prior to the Event

### **ALL DIVISIONS**

- ❑ Once Operations Center EOC has been activated, the North, South, Middle and Solid Waste Gates should be opened and remain open throughout the hurricane event. If the event is one other than a hurricane, this rule may or may not be implemented (event specific)
- ❑ Verify phone numbers and addresses on all personnel
- ❑ Secure loose objects on the yard
- ❑ Unplug and wrap computers, electronic equipment and printers in plastic before leaving the office and close door
- ❑ Position equipment and vehicles at satellite locations (to include tools and accessories)
- ❑ Make sure all computers are shut down in all buildings
- ❑ Unplug all electrical equipment and devices
- ❑ Remove all perishable foods from refrigerators
- ❑ Final instructions to employees assigned to EOC
- ❑ Final instructions to all employees such as:
  - ❑ Monitoring radios for news updates
  - ❑ Where and whom to call if they are not called, etc.

(These instructions to be dependent on day and time of the emergency)

## SOLID WASTE

### **Solid Waste Superintendent: Bill Reed**

- ❑ Recommend to the Public Services Director that he put the preposition contractor for debris removal and disposal service on notice.
- ❑ Fax the City PIO to notify media that trash carts and recycling containers should be secured as part of residential hurricane preparation.



## **STORM WATER SERVICES**

**Storm Water Manager: Dave Mayes**

**Drainage Manager: Harvey London**

- ☐ Inspect/clean structures city-wide, clean screens on Water Street
- ☐ Inspect/clean out fall culverts city-wide
- ☐ Inspect all known problem drainage area
- ☐ Inspect/clean all pond inlet and outlet structures
- ☐ Inspect tide Greenfield & Love Grove gates
- ☐ Check hospital drainage system – Orlando Arenas 342-3438 or Bert Singletary 343-2614 or Meri Battles 343-4566 or Judy Davis 343-2125

## **PARKS**

**Parks Superintendent: Nina Johnston**

### **SMALL ENGINE MECHANIC SHOP**

- ☐ Move flatbeds, tree trucks, pickups loaders, etc., to staging areas
- ☐ Have all saws and safety equipment ready to go to start work as soon as storm passes
- ☐ Have 100 cones, 100 sand bags and 12 barricades on truck and ready to go

## **BUILDINGS**

- ☐ Final buildings inspection

## **12 Hours Prior to the Event**

### **SOLID WASTE**

**Solid Waste Superintendent: Bill Reed**

- ☐ Notify PIO that citizens should call the Solid Waste Office to schedule pick up of spoiled food due to extended power outage
- ☐ Notify PIO of proper hurricane debris preparation:
- ☐ Burning of debris is not authorized
- ☐ Debris must not block public roadways or driver's vision
- ☐ Do not mix vegetative debris (limbs, leaves, etc.) with household storm debris (appliances, fences, lumber, furniture, shingles, construction debris, etc.)
- ☐ Do not place debris near mailboxes, fire hydrants, telephone and utility equipment, sewer clean-outs, water meters, drainage ditches, or storm sewers
- ☐ Small debris such as leaves, pinecones, etc., should be placed in containers or bags
- ☐ Do not place hazardous materials or asbestos materials on the curbside for collection

- ❑ Listen for Public Service Announcements for further details on debris removal, including locations for vegetative disposal

## **STORM WATER SERVICES**

**Storm Water Manager: Dave Mayes**

**Drainage Manager: Harvey London**

**Continue:**

- ❑ Inspect/clean structures city-wide, clean screens on Water Street
- ❑ Inspect/clean out fall culverts city-wide
- ❑ Inspect all known problem drainage area
- ❑ Inspect/clean all pond inlet and outlet structures

## **BUILDINGS**

**Buildings Manager: Donald McLamb**

- ❑ Building personnel will do shut down of HVAC units at City Hall and 305 Chestnut Street
- ❑ Shut down elevators – close all vents and openings in the hoistway to prevent water from getting into the elevator shaft; shut it down with its keyed switch; turn elevator electric disconnect switches to OFF (Notify employees not to use elevators)
- ❑ Shut down water supply to Kenan Fountain

## **During Storm Event**

- ❑ Public Services Director will man Public Services EOC
- ❑ Parks Superintendent with small crew will occupy Public Services EOC
- ❑ As soon as crews arrive at their satellite area, they must call the EOC to notify of their arrival
- ❑

**Post Storm Activities Coordinated by the Public Services Director:  
Richard King**

## **ALL DIVISIONS**

- ❑ Employees return as soon as winds die down
- ❑ Employees assigned to satellite locations to start street assessment

## **SOLID WASTE**

**Solid Waste Superintendent: Bill Reed**

- ❑ Estimate amount of hurricane debris for removal
- ❑ Notify Barry Johnson to hire temporary employees for monitor positions

## STORM WATER SERVICES

**Storm Water Manager: Dave Mayes**

**Drainage Manager: Harvey London**

- ☐ Assess damage to storm water system
- ☐ Clear any flooding problem

## PARKS

**Parks Superintendent: Nina Johnston**

- ☐ Clearing debris from city streets
- ☐ Priority
- ☐ 1st – Major thoroughfares
- ☐ 2nd – Collector streets
- ☐ 3rd – Neighborhood streets
- ☐ Contact contractor for street clearing
- ☐ Contact contractor for dangerous tree removal and hanging limbs
- ☐ Cleaning city parks

## BUILDINGS

**Buildings Manager: Donald McLamb**

- ☐ Perform damage assessment
- ☐ Contact insurance company
- ☐ Inspect elevator machine rooms for water on the floor or control panel, contact Schlinder if any problems exist beyond normal cleanup

## Purchasing Division Emergency Response Contracts

Make contact with Public Buildings to verify the need for back-up generators (buildings: SE Command, Legion Stadium, MLK Center). **Note:** The City (located at Fleet Management) currently has one (1) mobile generator (125 kw) which can be placed at the most strategic, most needed location.

1. May of each year, contract for Catering/Food Service
  - City workers, Out of Town volunteers, Mutual Aid,
  - Possibly on site catered meal at MLK Center or other designated area if necessary
2. May of each year, bid Debris Removal (3 contracts)
  - 72 hour Emergency Response for removal of debris from major roadways in order to allow passage of emergency vehicles and other work crews
  - Vegetative and C&D Debris Removal and Disposal
  - Hanging Limbs from Trees
3. If requested, secure Cell Phones for employees not having phones. Note: Cell phones lines are subject to overuse and in past events these have been virtually useless because employees could not secure outside lines (Pre-event)  
  
800 MHZ Radios are more effective. If additional radios are needed New Hanover County Emergency Services secures these through Motorola for all local governments.
4. Secure agreements with local hotels for rooms if needed for out of town and Mutual Aid workers. (May of each year)

### Following Storm:

Key personnel report to work as soon after the event as possible and contact key departments to check on needs



## **Communications Office Crisis Communications – Hurricane Event**

### **Roles and Responsibilities**

- ☑ Provide up-to-date, accurate information to staff and public before, during and after storm
- ☑ Provide assistance as needed to City Manager, Deputy City Manager before, during and after storm
- ☑ Serve as primary information source to EPIC, local media
- ☑ Coordinate responses to media inquiries
- ☑ Coordinate internal information flow
- ☑ Utilize GTV, city web site, media to communicate to external audiences
- ☑ Utilize e-mail, supervisors to communicate to internal audiences
- ☑ Coordinate EPIC staffing and operation
- ☑ Coordinate with county PIO on EPIC issues, media inquiries as needed

### **Before storm**

- Coordinate with county on release of emergency preparedness information
- Generate press releases/air PSAs as needed (County primary info. source)
- Serve as city's primary spokesperson for media inquiries
- Coordinate communications staffing of GTV, EOC
- Assist with EPIC staffing
- Contact local media organizations to coordinate storm contact information
- Identify and begin coordination of internal information flow
- Provide assistance as needed to City Manager, Deputy City Manager

### **During storm**

- Serve as centralized source of city information in city's EOC
- Gather information and generate press releases as needed to send to EPIC for dissemination
- Contact media directly on larger issues; keep EPIC informed
- Coordinate with county PIO as needed on media inquiries
- Coordinate city responses to media inquiries
- Provide information and direction to city staff manning GTV and city web site
- Provide information to city staff as feasible
- Generate regular updates to City Council
- Monitor storm coverage in print and electronic media
- Coordinate communications staffing of GTV, EOC
- Assist with EPIC staffing
- Provide assistance as needed to City Manager, Deputy City Manager



**After storm**

- Serve as centralized source of city information in city's EOC
- Gather information and generate press releases as needed to send to EPIC for dissemination
- Coordinate with county PIO as needed on media inquiries
- Coordinate city responses to media inquiries
- Provide information and direction to city staff manning GTV and city web site
- Provide updates to city staff
- Continue regular updates to City Council
- Monitor storm coverage in print and electronic media
- Coordinate communications staffing of GTV, EOC
- Assist with EPIC staffing
- Provide assistance as needed to City Manager, Deputy City Manager

**Evaluation**

- Meet with county PIO to debrief EPIC operations, media coverage
- Debrief with local reporters
- Debrief with city department heads

**PRESS RELEASE**

**CITY OF WILMINGTON**

**SOLID WASTE MANAGEMENT DIVISION**

P.O. BOX 1810 Wilmington, NC 28402  
910-790-2376  
Fax 910-790-2391

FOR IMMEDIATE RELEASE

DATE: October 3, 2003

CONTACT: Bill Reed

**Debris Clean Up.**

Wilmington, NC. The City of Wilmington's Solid Waste Management Division has announced debris clean up information for their customers.

City crews have provided vegetative pick up since Hurricane Isabel to approximately 60% of city maintained streets. Since the storm, crews have collected 965 tons (as of 10/02/03) from city streets. Historically the City should have collected 358 tons over this same period.

If you live on a private street your vegetative debris will either be collected by a contracted crew or a city crew working weekends.

City crews will be working Saturday and Sunday the 4<sup>th</sup> and 5<sup>th</sup> of October in the following areas:

23<sup>rd</sup> St & Shirley Rd

S. College to S. Kerr around Randall Pkwy

Castle St to Wrightsville Ave in the Colwell Ave area

Renovah Cir

Private streets in and around the Intercoastal Waterway to S. College and Beasley Rd to Navaho Trail.

Large piles in and around the city that normal yard waste crews with the Solid Waste Division couldn't handle.

By October 10th approximately 90% of the city streets will have had a first pass for hurricane debris removal. To help speed up the process customers are asked to containerize any loose vegetative materials (pine straw, pine cones, etc.). The City of Wilmington anticipates 100% removal of storm debris by October 17, 2003. Starting October 20, 2003 city crews will return to a normal schedule. Trees taken down not as a result of this storm will not be picked up and will be the responsibility of the resident for collection and disposal. The city has asked for your patience as they recover from this most recent storm. Individual questions should be directed to 790-2376.

FOR IMMEDIATE RELEASE  
October 3, 2003

## City Isabelle clean up continues

The City of Wilmington's Solid Waste Management Division will continue Isabelle debris clean up efforts this weekend.

City crews have provided vegetative pick up since Hurricane Isabel to approximately 60% of city maintained streets. As of Thursday, crews had collected 965 tons of vegetative debris from city streets. Historically, the city has collected 358 tons over the same amount of time.

City crews will be working this weekend in the following areas:

- 23<sup>rd</sup> Street and Shirley Road
- South College to South Kerr around Randall Parkway
- Castle Street to Wrightsville Avenue in the Colwell Avenue area
- Renovah Circle
- Private streets in and around the Intercoastal Waterway to South College and Beasley Road to Navaho Trail.

By Oct. 10<sup>th</sup>, approximately 90 percent of city streets will have had a first pass for hurricane debris removal. Trees left for collection that are not storm debris will not be picked up and will be the responsibility of the resident for disposal. To help speed up the collection process, customers are asked to put loose vegetative storm debris (pine straw, pine cones, etc.) into bags or containers. The City expects to complete storm debris removal by Oct. 17.

Starting Oct. 20, city crews will return to a normal schedule. Anyone with questions should call 790-2376.

# # #

**Contact:** Bill Reed, superintendent of Solid Waste Management, at 790-2376.

32.02.10

**HEALTH AND SAFETY PLAN WITH TRAINING SCHEDULE AND ENVIRONMENTAL PROTECTION  
PROGRAM AS PERTAINING TO CURBSIDE DEBRIS REMOVAL OPERATIONS**

DRAFT



## Statement of Safety and Health Plan

This plan defines general applicability and responsibilities with respect to compliance with health and safety programs associated with the removal and reduction of debris generated from a natural or man-made disaster. Storm Reconstruction Services Inc. will implement the U.S. Army Corps of Engineer's Safety and Health Requirements Manual, EM 385-1-1 as its Safety Program guideline.

All personnel, contractors and subcontractors involved in this project shall be informed of the site emergency response procedures and any potential fire, explosion, health or safety hazards of the project. This plan must be reviewed and an agreement to comply with its requirements must be obtained by all personnel prior to entering the regulated work areas.

All visitors entering the regulated work areas will be required to comply with the provisions of this plan. In the event that a visitor does not adhere to the provisions of this plan, he/she will be requested to leave the regulated work area. No unauthorized persons will be allowed on the work site. All designated work sites will be clearly indicated with signs and traffic control as necessary.

### Responsibilities and Lines of Authorities

Storm Reconstruction Services Inc. is dedicated to the safety and well being of its employees and subcontractors. Of the utmost importance is the employee awareness of hazards related to disaster recovery and the prevention of accidents and injuries. For this reason Storm Reconstruction Services Inc. has implemented a safety and health program administered by a qualified management team. This team begins at the corporate level with the QC Manager/Safety Director and extends down to the project level to each Area Street Superintendent and Dump Site Foreman.

The QC Manager/Safety Director administers SRS' Safety Program at the corporate level. It is the responsibility of the QC Manager to implement regulations that meet or exceed standards set forth in the U.S. Army Corps of Engineers Manual EM 385-1-1. The QC Manager will coordinate closely with the Operations Managers and Site Operations Managers regarding all safety issues. A copy of the field log books from the Operations Managers and Site Operations Managers will be collected on a daily basis. All documentation will then be included in the Daily Report provided to the Government.

The Operations Managers will be responsible for the direction and supervision of the debris removal operations. He/she will enforce safety requirements for all Area Street Superintendents. This includes collecting documentation from the Superintendents and maintaining a field log book. It is the responsibility of the Operations Manager to ensure that all safety requirements are being met and that deficiencies are corrected. All deficiencies must be logged along with corrective measures taken.

The Site Operations Manager will be responsible for the supervision of the reduction or dump sites. He/she will enforce all safety requirements. This includes collecting documentation from the Dump Site Foreman and maintaining a field log book. It is the responsibility of the Site Operations Manager to ensure that all safety requirements are met and that deficiencies are corrected. All deficiencies must be logged along with corrective measures taken.

Maintaining safety standards for debris removal crews will be the responsibility of the individual Area Street Superintendents. Each Area Street Superintendent will also function as the Safety Supervisor for that area. Area Street Superintendents will perform daily equipment inspections, maintain proper levels of personal protective equipment for employees and perform weekly tool box meetings. Superintendents will document all meetings, inspections, problems, and corrective measures. They will report to their Operations Manager.

Maintaining safety standards for the debris reduction sites will be the responsibility of the individual Dump Site Foreman. Dump Site Foreman will perform daily inspections of equipment, maintain proper levels of personal protective equipment for employees, monitor fueling areas and perform weekly tool box meetings. Dump Site Foreman will document all meetings, inspections, problems and corrective measures. They will report to their Site Operations Manager.

All subcontractors will be required to abide by the policies included in Storm Reconstruction Services Inc. Safety Program. The Area Street Superintendents or Dump Site Foreman supervises them for their respective areas.

### **Instruction and Training**

All employees will receive a basic safety orientation from their supervisor. This orientation will consist of discussion of items similar to but not limited to the following:

1. Company Drug Free Workplace Policy
2. Equipment in good condition
3. Tools not broken or damaged
4. Clean work area
5. Personal protection devices
6. Proper ladder for job
7. General common sense safety

In addition to this initial orientation, Weekly Tool Box Safety meetings will be held with specific subjects to the type of work performed. These meetings shall be documented by the Area Street Superintendent or Dump Site Foreman and will be collected by the by the Operations Manager or Site Operations Manager. The Operations and Site Operations Manager will conduct spot inspections of crews as a measure of safety and preparedness.

### **Accident Reporting**

All lost time injuries are to be reported to the Area Street Superintendents or Site Operations Manager within the first 24 hours after the accident on an Injury Report Form. This form must give complete details as to how the accident occurred and remedial action to be taken to prevent reoccurrence. The Superintendent/Foreman along with the appropriate Operations Manager will investigate all accidents. In the event that an employee requires the services of a medical doctor, a release will be obtained from the doctor stating what degree of work (either none, light or normal), the injured employee is capable of performing upon return to the job site. A copy of this release must accompany the accident report. All accident reports and releases along with investigation finding will be maintained in the records of the QC Manager.

### **Medical Support**

Emergency numbers will be posted on the job bulletin board at each reduction site or dump. Emergency phone numbers will be provided after contract award and location determination. At least two employees on each crew will be qualified to administer first aid and CPR.

A minimum qualification for these employees is a current certificate from the American Red Cross or equivalent organization. A sixteen 16-unit first aid kit will be provided at each reduction site in the ratio of one kit for every 25 persons. A daily record of all first aid treatments shall be maintained and copies furnished to the Contracting Officer upon request.

### **Personal Protection and Equipment**

Personal protective devices shall be furnished as required and their use enforced. The minimum acceptable footwear shall be a steel-toed safety shoe that meets ANSI standards. Hard hats will be required from the start and shall be Class A or Class B meeting ANSI requirements. Clothing shall be weather appropriate with the minimum requirements being short sleeve shirts and long trousers. Job specific requirements for personal protection will be addressed in the Hazard Analysis Plan.

#### **Minimum PPE Requirements:**

Short Sleeve Shirts  
Long Trousers  
Steel Toed Shoes  
Hard Hats

#### **Job Specific PPE Equipment:**

Eye Protection  
Orange Safety Vest  
Gloves  
Hearing Protection  
Personal Flotation Devices  
Leather Chaps

### **Fire Prevention**

The possibility of fire exists when managing vegetative debris. If reduction methods include air curtain, there exists the potential for fire to spread from the pit to the vegetative debris stockpiled incinerators near the pit. To prevent this from occurring, safety zone of approximately 100 ft will be maintained around each pit. Combustible material will be prohibited from this safety zone while the pits are in operation except for a small feeder pile adjacent to the pit. In addition operators will continuously check for the accumulation of debris around the base of any tub grinders, chippers or burners that may ignite due to proximity to exhaust manifolds. Fire extinguishers of the proper type will be furnished in the specific area according to the risk exposure. All flammable liquids such as gasoline and diesel fuel shall be kept in approved safety cans that are in good condition. All personnel at the reduction sites will be instructed that their role is to extinguish small fires and to contact the fire department in the event of a large fire. In

the event that a fire or emergency does occur, equipment operators will sound their horns to notify everyone on site that there is an emergency and that all operations should cease until the Foreman can investigate the nature of the emergency and take appropriate actions.

### **Machinery and Mechanized Equipment**

A qualified employee must first inspect all machinery or mechanized equipment that is operated on a job. All crawler equipment operated on the job site shall be equipped with roll over protective structures, seat belts and meet OSHA standards. Each machine will be furnished with the appropriate type fire extinguisher. Fire protection will be provided as required.

**Flying Debris**

The potential for overhead-flying debris exists when tub grinders or chippers are used at the debris reduction sites. An adequate throw or buffer zone will be maintained around all tub grinders. All workers on the reduction sites will be required to wear hard hats and sufficient eye protection when working near grinders or chippers.

**Traffic Control**

All possible precautions will be taken to protect employees working near the flow of traffic. All crews loading debris from off the right of ways will employ a sufficient number of flagmen to control traffic. Work areas will be clearly marked and each individual involved in the direction of traffic will wear an orange safety vest as well as a hard hat. All possible precautions will be taken to maintain the flow of traffic while protecting the workers and public from debris that is being gathered and loaded.

**Noise**

Noise associated with the operation of heavy equipment and generated by air curtain incinerators and tub grinders is a primary physical hazard. Exposure to excessive levels for prolonged periods of time may result in hearing loss and threshold shifts in hearing sensitivity. Care will be taken to protect employee's hearing. Mufflers shall be used on all equipment and personal ear protection equipment will be available.

**Excavations**

Excavations in excess of four feet in depth must have slides sloped to the angle of repose for the type of soil encountered or must be shored. Excavated material must be stored at least four feet from edge of the excavation. Guardrails or barricades must be provided as required. All bracing and shoring will be inspected daily and after rain. Any excavation three or more feet in depth will have an access ladder, stairs or ramp available.

**Harmful Substances**

All harmful substances shall be stored according to required provisions. All containers of flammable liquids such as diesel fuel, oxygen and acetylene, etc. shall be secured in an upright position. Gauges and valves will be maintained in safe conditions and caps will be installed when cylinders are not in use.

**Noncompliance Policy**

While certain basic characteristics of the General Safety Program are to be followed throughout our operations, it is management's desire that job detail be handled in a manner suited to its problems, facilities and personnel. Full compliance with all appropriate provisions of the contract and its revisions will be required by all employees as stated in EM 385-1-1.

Any minor violation of safety requirements will be treated with a warning. At the time of the third warning for the same violation, the violator will be terminated from the project. Life threatening violations that could cause permanent or serious injury will be reason for termination. At no time will alcohol or drug abuse be tolerated. Use or evidence of alcohol or drug use while on the project will be sufficient reason for termination. Please see additional information in our drug, alcohol and firearm policy.

PPE Selection:

Revised from 4/2/00

- When PPE is necessary.
- What type PPE is necessary.
- How to properly don, doff, adjust, and wear PPE.
- The limitations of PPE.
- The proper care, maintenance, useful life, and disposal of PPE.

Assessment Conducted by: Talent K. Shaggs Date: 3/29/07



### Energy Control Procedure Cleaning Behind the Blade (Confined Space & Safely Secure)

Move the truck to the clean out area if there is one. Only the driver is to enter and perform this function.

The area behind the blade is normally considered a non-permitted confined space. If the truck is empty, attempt to clean the area without entering the truck body by using the side cleanout door, if available. It is critical to eliminate the safety risks by following these procedures before entering this space:

- Safely secure the truck
- Put the transmission in neutral gear.
- Park the truck on level ground and set the truck brakes.
- Control stored energy by lowering/raising the arms and extending the blade if necessary.
- Always shut off the engine.
- Place ignition key in your pocket.
- Verify the air and hydraulic pressure has been released.
- Activate the battery disconnect. (If you have one on the truck)
- Go to lockout station and obtain a lock and tag. Fill out tag. Inform everyone on the truck that you are going behind the blade and the truck will be locked out.
- Some locations will require a wheel cover or a warning tag be placed on the steering wheel.
- Place lockout tag on battery disconnect switch.

Safely enter the area behind the ejector panel using three points of contact and any ladders and hand holds provided. Use a shovel or similar tool for cleaning the material out from behind the blade. Be very careful, the floor of the truck will be wet and very slippery. After the job is complete, remove the lock and tag and inform others that the equipment/truck is released.

## Hazard Communication and How to Read a MSDS Sheet

27-Feb-07

7:99 am to 8:00 am

	Print Name	Department	Print Name
1	Jalanda Dowell	Public Services	Jennine Jesse SW
2	ROBERT W WAY JR	Solid Waste Division	Robert H. Smith SW
3	Ricardo Simpson		Proctor King
4	Isaiah Thomas		Adrian H. H.W
5	Isaiah Thomas		James Beatty J.B.
6	Robert McBurn		James Stroder J.S.
7	Pharis E. E. E.		Lawrence Smith
8	JAMES ROBERTSON		Willie FRANCIS - WF
9	Shelba Smith		HOWARD ATKINSON - H.A.
10	DEMONS HIGGINS	S.W.D	Robert Stringfield R.S.
11	Daniel Blue	SWD	Demetrius Walker
12	VINCENT CUNNINGHAM	SWD	Debra J. Chodwick C.C.
13	Gerrard Williams	SWD	Calvin Patton
14	Negoy Jones	SWD	Victor A. Dean
15	Daniel Perry	S.W.D.	Harold K. Crenshaw
16	Robert Everett	SWD	Harold K. Crenshaw
17	Eric Cook	SWD	Harold K. Crenshaw
18	Willie E. E.		Harold K. Crenshaw
19	Willie E. E.		Harold K. Crenshaw
20	Whitham Hall	J.B.S	Harold K. Crenshaw
21	Rubie J. E.	SWD	Harold K. Crenshaw
22	Michael H. H.	Solid waste	Harold K. Crenshaw
23	Tim Murray	SWD	Harold K. Crenshaw
24	Rod W. H. H.	SWM	Harold K. Crenshaw
25	Galloway M.	SWM	Harold K. Crenshaw
26	Alfred H. H.	SWM	Harold K. Crenshaw
27	Lois Owen	SWASTE	Harold K. Crenshaw
28	Kenneth W. H.	SWASTE	Harold K. Crenshaw
29	William E. E.	SWM	Harold K. Crenshaw
30	Reginald Smith	SWM	Harold K. Crenshaw

Date 2/27/07

## Lockout/Tagout Training

Dept.Division: Solid Waste

Instructor Robert K. Shogga, CSP

**Names of attendants**

- I. Introduction, Agenda and format
- II. Introduction of the Law, its purpose and definitions
- III. Levels of training
  - A. Affected Employee
  - B. Authorized
- IV. Affected Employee
  - A. Who is an affected employee
  - B. Requirements
- V. Authorized Employee
  - A. Who is an authorized employee
  - B. Requirements
- VI. Energy Sources
- VII. Energy Isolating Devices
- VIII. Lockout Procedures
  - A. Shutdown
  - B. Startup
- IX. Contractors

[illegible]

### Questions and Comments:

Harold K. Evans  
Matty D. Rogers  
Lemont Wray Jr  
Phyllis Clark  
Jeff Wells  
Daniel Blue  
James Beatty  
Kurt Wilson  
Roger Shindig  
James Drake  
Willie Francis  
GERALD WYNN  
Jesse Reed  
Vince Cunningham  
Burt C. Allen

## Fire Extinguisher Training

Public Services Department  
Solid Waste Division

Date 2/27/87 Instructor Robert Stagg, CSP

- I. Training Objectives
- II. Fire extinguishers and the law
- III. How to use a fire extinguisher
  - A. Use only in incipient stage
  - B. Call 911
  - C. Hold the extinguisher by handle but below the pin
  - D. Pull pin once at fire scene
  - E. Use a sweeping motion
  - F. Don't spray the flame.
- IV. How to inspect a fire extinguisher (For Inspectors ONLY)
- V. Comments:

### VI. Attendance:

Name

Richard Simpson  
Chris A. [unclear]

Anthony [unclear]  
Larry [unclear]  
Ginette Dugford  
William [unclear]

Jimmie [unclear]  
Margaret [unclear]  
Lette Powell

Isaiah Thomas  
Charles Higgins  
Francis Baldwin  
Kent Wilson

Demetrius Lammick  
James [unclear]  
John [unclear]

Shirley [unclear]  
Lerald [unclear]  
Theresa [unclear]

Preston [unclear]  
Garry [unclear]  
David [unclear]

Robert [unclear]  
Willie Francis  
James [unclear]

Tim [unclear]  
Brett [unclear]  
Brett [unclear]

Robert [unclear]  
Scott [unclear]  
Philip [unclear]

Health & Safety Plan with training schedule and  
Environmental Protection Program as pertaining to  
Dangerous Tree and Hanging Limbs removal and  
Disposal operations. (32.02.10)

*Disaster Response Operations*

BAMACO, Inc.  
6869 Hwy 100 West  
Bunnell, Florida 32110

# Health & Safety Plan

For  
Debris Removal Operations

Prepared by:

Mike Mitchell July, 1998  
Revised June, 2003



**A. PURPOSE**

The intention of this plan is to provide a ready reference guide for safety operations, staff orientation, and responsibilities of personnel during daily operations of **BAMACO, INC.**, hereafter referred to as **BAMACO, INC.**

**B. POLICY**

**BAMACO, INC.'s policy is to:**

1. Create within the individual, the genuine desire to accomplish assigned work safely.
2. Identify and correct unsafe and/or unhealthy actions or conditions.
3. Provide equipment, technology, and training to reduce safety and health deficiencies and hazards.
4. Emphasize the fact that safety is everyone's responsibility.
5. Maintain a drug free work place.

**C. Goals**

**BAMACO, INC.'s goals are to:**

1. Prevent personal injuries.
2. Prevent motor vehicle accidents.
3. Prevent damage to BAMACO, INC. and other property.
4. Prevent injury to the visiting public.
5. Maintain a healthy, safe, drug free work environment, during emergency operations.

**D. RESPONSIBILITIES:**

**1. Project Leader:**

- a. Reviews accident reports to determine the cause of accidents and a way they could have been prevented.
- b. Provide the opportunity for safety training to employees (CPR, first-aid, new office policies, etc.)

**2. Supervisors:**

Each supervisor is responsible for the safe conduct of the employees under his/her supervision.

*Supervisors will:*

- a. Plan work in the best interest of safety; and
- b. See that prescribed safety and health instructions are observed.
- c. Investigate, review, and report all accidents in a timely manner to the Project Leader.
- d. Provide training to employees and new employees to work safely.
- e. Enforce the use of prescribed safety equipment and protective clothing.

- f. Insure that equipment and vehicle checks are routinely done.
  - g. Make necessary changes within the safety plan based on onsite observation of activities.
- (The on-site job supervisor is the only person allowed to make safety changes.)

**3. Safety and Health Representatives:**

The Project Leader will appoint a Safety and Health Officer to help implement the safety program.

**Safety Officer duties are:**

- a. Convey any unsafe or unhealthy conditions to the Project Leader and staff.
- b. Obtain bulletins, training aids, posters, films, etc. for the promotion of good safety and health practices of BAMACO, INC.
- c. Assure proper handling, storage, and disposal of chemicals.
- d. Implement safety plans and updates those plans frequently.
- e. To randomly pick a person for a drug test. (A minimum of one drug test will be taken each month.) A copy of this test will be maintained in a file titled, "Drug Test for Drug Free Work Place Program" at the home office of BAMACO, INC.

**4. Safety Staff Meetings:**

A Safety Staff meeting will consist of all employees at each job site. The Safety Officer will chair the meetings unless he/she appoints another employee before the meeting time.

**The Safety Staff will:**

- a. Hold weekly staff meetings and a weekly tool box safety meeting which will be sufficient. A written report will be kept on file of all meetings.
- b. Detect ways in correcting various hazards that may exist in BAMACO, INC. operations.
- c. Review the Safety and Health Plan quarterly.
- d. Discuss company policies about safety, working conditions, etc.

**5. Employees:**

Employees are responsible for performing their duties in a way that will not endanger them or fellow employees, property, equipment, or the public. Every employee shall study and observe all safety rules. Every employee shall become safety minded and make necessary repairs or report and/or correct any unsafe or unhealthy condition observed. Safety is everyone's responsibility.

**E. GENERAL RULES FOR PERSONNEL DAILY OPERATIONS:**

**Protective Measures:** BAMACO, INC. prescribes mandatory protective measures for situations commonly encountered. The following have applicability to daily operations.

**1. Personal Protective Equipment:**

The Supervisor shall issue protective equipment as appropriate for work and demonstrate proper use of the equipment.

**a. Eye Protection:**

Employees shall use safety glasses with side shields at all times while on the construction site.

**b. Ear Protection:**

Employees shall use hearing protection based on monitoring or other action level criteria.

**c. Hand Protection:**

The use of proper protective gloves is mandatory when working with acids, caustics, chemicals, and stains. Other adequate protection for weather conditions, handling hot materials, and manual chores that can lacerate, burn or damage hands, and is provided to the employees.

**d. Head Protection:**

All personnel will be required to wear hard hats while at the construction site. All visitors will be required to wear hard hats.  
**NO exceptions!**

**e. Leg Protection:**

Any person operating a chain saw, cut off saw or any piece of equipment that performs Operations near legs will wear protective Gear such as chapps, Etc.

**f. Footwear:**

Any person on the construction site will be required to wear protective footwear.

**g. Body Protection:**

All employees will be required to wear proper clothing at all times depending on work and weather conditions. Shorts will not be allowed. Employees will not be allowed to remove shirts.

**h. Respiratory Protection:**

Employees shall use respirators or protective masks (after proper fittest training) when dust, gases, vapors, or pathogenic aerosols are likely to pose a hazard. (Respiratory protection shall not be used without submittal and approval of a written program.)

**2. Work Environment Exposures:**

Most employees are not exposed to unusual or highly significant biohazards. However, is jobs develop that may pose a serious hazard, supervisors and employees should notify the Project Leader and hold a safety staff meeting.

BAMACO, INC. has established an appropriate medical monitoring program. The program requires medical examination of employees at the expense of the company for the following:

- a. Blood tests and urinalysis for handling hazardous materials.
- b. Cholinesterase, liver function, and other baseline tests for those working with hazardous materials.

- c. Allergy tests where reactions suggest that work environment contacts could be a possible source (including bee stings, etc.)

### 3. Work Environment Control:

- a. The use and storage of potentially dangerous chemicals will be in a way that prevents the occurrence of injury or damage to people and property.
- b. All accidents resulting in personal injury or property damage must be reported immediately to the Supervisor and the Project Leader. If complications were to result later, these reports will protect the individual involved.
- c. Noticeable **Hazardous Materials** will be segregated from the debris piles by certified Personnel prior to debris removal. All segregated material removed by qualified personnel and will be hauled by personnel familiar with removal, handling, and hauling of hazardous materials. **All chemicals shall be properly stored so that undesirable reactions shall not occur if the container leaks.**
- d. All Material Safety Data Sheets (MSDS) are available and centrally located on each job site stationary office and at the home office.
- e. Areas for potential danger from explosion or fire, such as chemical storage areas, are clearly posted with "No Smoking" signs. Additionally, no smoking in any BAMACO, INC. office or meeting will be allowed. Should employees jobs require work in confined or closed areas, BAMACO, INC. will provide areas for smoking and non-smoking employees. Areas for non-smoking employees will be properly ventilated to remove secondary smoke.
- f. Containers for broken glass and non-burnable materials that do not contain hazardous chemicals or materials are conveniently located on each job. Employees shall seal and dispose of waste properly.

### 4. Work Environment Hazards:

- a. Chemical hazards and handling are off limits to personnel not properly trained.
- b. Contaminated material will be placed in their designated areas. Personal protective clothing (gloves, etc.) will be placed in a marked "hazardous material" disposal bag and placed in a properly labeled holding container until properly disposed of.
- c. Contaminated broken glass will be picked up with protective gloves, plastic scoop and hand broom, and placed in a proper container for disposal.
- d. A person trained in first-aid and CPR shall be on the job at all times.
- e. Bleeding will be controlled by regular first-aid procedures and applied by employees with first-aid training. First-aid safety supplies will be located with each crew.
- f. Each piece of equipment will be required to have a fire extinguishers.
- g. Burns will be controlled by proper first-aid procedures and applied by employees with first-aid training.
- h. For heat-caused burns, cool area, with cool, not cold, water, dry and apply dressing (not ointment).
- i. For chemical burns to eyes or skin, flush with water until an ambulance arrives.
- j. For electrical burns, check breathing after the area is determined safe.
- k. Do not move victim. Keep the victim from getting chilled, do not cool the burn with water.
- l. For major burns, call 911 for medical help. Each supervisor has a cellular phone.
- m. No loose clothing/hair/jewelry should be worn around moving machinery.



- n. Employees shall use hearing protection when operating loud machinery such as tub grinders, etc.
- o. Persons expected to use fire extinguishers shall be trained and must provide a fire watch in addition to obtaining a spark/flame permit for any spark producing operation.

#### 5. Procedures:

- a. Employees shall stay away from flames and heat, when handling combustible and flammable materials, such as alcohols, gasoline, diesel fuel, paints, and paint thinners, etc.

**Storage of these materials shall be in properly labeled flammable containers.**

- b. Use of safety devices provided for the operation of power tools is mandatory. Only fully trained personnel shall operate power tools.
- c. Supervisory personnel are responsible for periodic inspection of power tools, vehicles, and daily operations, equipment, fire extinguishers, on his/her assigned crews/jobs.
- d. The repair of power tools, electrical wiring, and equipment by qualified personnel or contractors must be approved by the Project Leader.
- e. Winter weather creates unsafe conditions on each job site. All personnel shall exercise due caution and make reasonable efforts to control the unsafe conditions.
- f. Employees working in areas of tub grinding operations will pay close attention to objects being thrown from tub grinders.
- g. All chain saws will be checked daily to assure that chain brakes are operating properly. **(Chain saws without chain brakes will not be allowed)**
- h. While the clean-up operation is underway, any hazardous materials discovered will be reported to his/her supervisor so that it can be handled by certified personnel, and properly disposed of.
- i. Absolutely no hazardous materials are to be handled or hauled by our road crews removing Debris. Only designated certified personnel can handle hazardous materials.

#### F. TRAFFIC CONTROL:

##### 1. Compliance:

- a. Traffic control will be governed by both Federal and State laws. The Department of Transportation (DOT) of each state has rules and regulations governing traffic control. BAMACO, INC. will enforce rules and regulations applicable to each state and under the requirements and regulations applicable to each state and under the requirements of the Uniform Manual of Traffic Control Devices.
- b. Flag persons shall operate under the requirements of the Uniform Manual of Traffic Control Devices.
- c. Should night time operations be required, adequate lighting must be provided. All signs being used to identify the work zone and work area must be reflector type. Machinery used for night operations must have DOT approved flashing beacons. Supervisory trucks must also be equipped with approved flashing beacons.

**2. Driver Requirements:**

- a. All personnel driving BAMACO, INC. vehicles must have a valid up-to-date driver's license. (CDL where applicable).
- b. Any employee operating a BAMACO, INC. vehicle under the influence of alcohol or drugs, or Failure to report an accident, will be suspended, until a proper investigation has been performed.
- c. Personnel using BAMACO, INC. vehicles must be familiar with procedures to follow in case of an Accident. Accident forms are in each vehicle and must be thoroughly completed if an employee is involved in an accident.

**3. Driver Habits:**

- a. Employees shall always show good judgment for all conditions of the roads, and courtesy and respect for other drivers.
- b. Federal, State, and Local laws and regulations must be observed by all drivers when operating vehicles. All drivers shall adhere to posted speed limits.
- c. All vehicle drivers must use caution when traveling in and out of dump sites and while loading and unloading.
- d. Employees are required by law to use seat belts when operating motorized vehicles on the roads. BAMACO, INC. also requires seat belts on all equipment.

**4. Vehicle Safety:**

- a. All BAMACO, INC. vehicles will be checked regularly for any defects in safe operation.
- b. Any employee who has knowledge of a safety defect will report this to a Supervisor.
- c. Windshields and other glass of the vehicle shall be kept clean and repairs shall be made, if necessary.
- d. All loose gear or equipment being transported behind the rear seat shall be secured so that it does not injure someone in case of shifting or a sudden stop.

**5. Vehicle Inspection:**

- a. All trucks, regardless of size, intending to work on any project for BAMACO, INC. will be required to pass a pre-work inspection.
- b. Vehicles not meeting safe operating conditions shall be removed from service, repaired or replaced, and re-inspected before being placed in service again.
- c. All trucks and combination vehicles operated between sunset and sunrise shall have the following lights:
  - 1. Two headlights, one on each side.
  - 2. At least one red taillight and one red or amber stop light on each side.
  - 3. Directional signal lights both front and back.
  - 4. Three emergency flares, reflective markers, or equivalent portable warning device.
- d. All trucks must have an approved back-up alarm, loud enough to alert someone during operations.
- e. Vehicles that carry materials which could impair visibility to traffic must be equipped with covers or tarps to prevent dust or objects from causing a road hazard.



- f. All trucks having extensions added to the sides to increase the trucks capacity, will be no higher than 2 feet above the steel sides of the truck. Extensions must be made of durable enough material to handle extremely rough operating conditions. If wood is used for the extension, it must be at least 2 inch x 6 inch material, but only if this application will withstand extremely rough operating conditions.
- g. All trucks must have a tailgate that will allow the truck to be loaded to its capacity and contain the capacity load until the truck has reached the dumping resignation.

#### **G. EQUIPMENT:**

- 1. SAFE CONDITION.** Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified by personnel (safety officer or a person appointed by the safety officer) and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on the machinery is to be used by equipment operators.
- 2. DEFICIENCIES.** Any piece of equipment determined to be unsafe by the Safety Officer of his appointee, will not be allowed to work until the deficiencies found are corrected and a re-inspection is performed.
- 3. TAGGING AND LOCKING.** The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing the repair work.
- 4. INSPECTION REPORTS.** The inspection reports will be kept on file in the home office of BAMACO, INC..
- 5. BACK-UP ALARMS.** Any piece of equipment working on a BAMACO, INC. job will be required to have a working back-up alarm, loud enough to be heard during operations.
- 6. EQUIPMENT REQUIRING ROLLOVER PROTECTIVE STRUCTURES (ROPS).**  
The requirement for ROPS applies to crawler and rubber-tired tractors, such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, and water tankers (including trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.
- 7. RIDING ON EQUIPMENT.**  
Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

**8. GETTING ON OR OFF EQUIPMENT.**

Getting on or off equipment while the equipment is in motion is prohibited.

9. **PERFORMANCE TEST.** Before initial on-site operation of POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOIST, a performance test must be performed and certified by trained personnel. Hoisting of personnel shall be done under an approved lift plan consistent with OSHA requirements.

**Hoisting of loads over personnel is prohibited.**

10. **BOOM STOPS.** Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to the limit of the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83 degrees or less, until completely stopping the boom at not over 87 degrees above horizontal.

**H. SAFETY AND HEALTH FOR VISITING PUBLIC:**

The safety and health of visitors shall be the business of BAMACO, INC.'s personnel. Employees will caution visitors as required, regarding dangers, and make every effort to always provide for their safety and protection.

1. Visitors not abiding by the rules will be asked to leave (or escorted off the premises).
2. Hazardous work will cease until the visitors are clear of immediate danger and/or area.
3. Tools, materials, and equipment must not be left where they will present a hazard to visitors or employees. Equipment should be put away when not in use.
4. Hearing protection shall be worn by employees and visitors if excessive noise from machinery is apparent.

**I. EMERGENCY INFORMATION:**

**1. Emergency Procedures:**

- a. To call for help, dial 911 and give the following information:

What has happened.

What kind of help is needed.

Where it happen.

Your name.

Remain on the line until the 911 response person hangs up.

- b. Arrange for someone to meet the emergency vehicle at a designated site and escort it to the scene of the **accident**.

2. **Poster Information:**

- a. Each site will have a poster with Emergency Information which includes employee safety rules and responsibilities.

3. **Emergency Phone Numbers:**

- a. The first requirement of the Project Leader will be to identify the Emergency Response phone numbers in the areas where the work is to be performed.
- b. This information will be given to the Supervisors, who have the responsibility of posting these numbers where they are accessible by everyone on his/her crew. (If work is to be performed on a stationary site, these numbers will be posted on a bulletin board, next to the hard hat signs that will be posted at every entrance to the stationary work site.)
- c. These Emergency Response numbers will be listed in the format shown below: (Always provide two (2) numbers for each listing when possible).

HOSPITAL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

HOSPITAL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

AMBULANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

AMBULANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

DOCTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

DOCTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

DOCTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

FIRE DEPARTMENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

FIRE DEPARTMENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

LAW ENFORCEMENT OFFICES: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

LAW ENFORCEMENT OFFICES: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

LAW ENFORCEMENT OFFICES: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

LAW ENFORCEMENT OFFICES: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

POISON CONTROL CENTER: \_\_\_\_\_  
PHONE: \_\_\_\_\_

POISON CONTROL CENTER: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**4. First Aid Emergency:**

- a. Various members of BAMACO, INC.'s staff have had First Aid training.
- b. All members of the staff are encouraged to take a course in first aid from the American Red Cross. In case of an emergency, individuals trained in administering first aid will be expected to help. If necessary, the Project Leader or assistant will arrange to see that the injured person receives proper medical attention from a local physician, or hospital.
- c. In case of extreme emergencies, call 911 and state the type of medical help needed. The attendant answering the 911 number will supply medical advice and ambulance service.
- d. All crews, regardless of location, will be required to have at a minimum of one card carrying first aid certified person, capable of administering first aid. This person must be with the crew at all times. (For crews working in wet conditions, cards may be placed on file at the Home Office to eliminate card destruction.)



**5. Procedures for Suspected Poisoning:**

Immediately call the Poison Control Center at:

MISSISSIPPI	1-601-354-7660
ALABAMA	1-205-345-0600
GEORGIA	1-912-633-1427
FLORIDA	1-800-282-3171
SOUTH CAROLINA	1-800-922-1117
NORTH CAROLINA	1-800-848-6946
VIRGINIA	1-800-552-6337
ARKANSAS	1-501-686-6161

Try to give as much information as possible. Stay on the line and follow there instructions.

**6. Implementation of Safety Measures:**

The following is a list of other forms of safety measures that BAMACO, INC. has either completed or is still acting upon to provide a safer working area.

- a. Medical Monitoring-A program to provide annual medical examinations for early detection of physical problems in employees with possible exposures to chemicals and/or noise levels.
- b. Chemical Disposal-Removal of all outdated, unused, or potentially hazardous materials to a chemical waste site.
- c. Weekly Equipment and Vehicle Inspections shall be done to insure employee safety.

**TRAINING**

All BAMACO, Inc personnel who participate in field activities or visit hazardous or potentially hazardous waste sites must be properly trained for the potential hazards. Employees must attend training as per their job requirements and must adjust their training when necessary to fit with additional requirements. In certain instances, course training to satisfy training requirements of 29 CFR 1910.120 (OSHA regulation of hazardous waste site activities) may be necessary. Managers and supervisors may need to receive additional health and safety training as required.

Additionally, personnel must have adequate qualifying experience before their participation in field activities. In general, training in Red Cross basic first aid and adult cardiopulmonary resuscitation (CPR) is recommended for all personnel working in the field and remote areas.

### TRAINING SCHEDULE

Before initiating work at potentially hazardous material sites, all site personnel will be required to attend an orientation session given by the designated site health and safety officer. This session will take place at the site **before the start of work and continue once every week** and will include, but not be limited to, the following topics:

- Site history
- Scope of field work
- Specific hazards (toxicological data, heat stress/exposure, other physical hazards)
- Hazard recognition
- Standard operation procedures, including no smoking and no hand-to-mouth contact within the work areas or before completing decontamination
- Decontamination (personnel and equipment)
- Emergency procedures.

At the conclusion of the briefing session, all attendees will sign the Health & Safety Meeting Form, which lists the safety topics presented.

### **THE FOLLOWING ACTS, RULES, AND REGULATIONS ARE MADE A PART OF BAMACO, INC.'S SAFETY AND HEALTH PLAN AND ARE INCORPORATED BY REFERENCE.**

The Health and Safety at Work Act 1974  
 The Management of Health and Safety at Work Regulations 1992  
 The Factories Act 1961  
 The Offices, Shops and Railway Premises Act 1963  
 The Control of Substances Hazardous to Health Regulation (COSHH) 1989  
 The Construction (general provisions) Regulations 1961  
 The Construction (working places) Regulations 1966  
 The Construction (health and welfare) Regulations 1966  
 The Construction (lifting operations) Regulations 1961  
 The Construction (head protection) Regulations 1989  
 Control of Asbestos at Work Regulations 1987  
 Construction (Design and Management) Regulations (CDM) 1994  
 Abrasive Wheel Regulations 1970  
 Highly Flammable Liquids and Liquid Petroleum Gases Regulations 1972  
 Protection of Eyes Regulations 1974  
 The Electricity at Work Regulations 1989  
 Reporting of Injuries, Diseases, and Dangerous Occurrences Reg. (RIDDOR) 1985  
 Ionizing Radiations Regulations 1985  
 Control of Lead at Work Regulations 1980  
 Safety Representatives and Safety Committee Regulations 1977  
 Asbestos (Licensing) Regulations 1983  
 Noise Regulations 1990  
 Manual Handling Operations Regulations 1992  
 Workplace (Health and Safety and Welfare) Regulations 1992  
 Provision of use of Work Equipment Regulations 1992



Health and Safety (Display Screen Equipment) Regulations 1992  
Personal Protective Equipment at Work Regulations 1992  
Health and Safety (First Aid) Regulations 1981  
Control of Pollution Act 1974  
Environmental Protection Act 1990  
Controlled Work Regulation 1991 and any other act, regulation, statute, or revision or amendment thereto.

The United States Army Corp of Engineers Safety Plan and all addendums has been adopted and made a part of this Safety Plan.

**In June of 2003 the following  
BAMACO, INC. Jobsite Safety  
Checklist is hereby made a  
part of an incorporated by  
reference BAMACO, INC.'s  
Disaster Response Safety Plan**

## *Jobsite Safety Checklist*

### For: **BAMACO**

The following three page checklist will be made a part of BAMACO's company safety plan. All employees, sub-contractors, regardless of tiers, are required to comply with this safety checklist. All jobs are required prior to work beginning to have onsite safety in compliance with this safety checklist. Any areas found to be inadequate must be corrected prior to any work beginning.

BAMACO Representative \_\_\_\_\_ Sub-Contractor Representative \_\_\_\_\_  
 Job Location: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Contractor Employees at Site: \_\_\_\_\_  
 General Contractor: \_\_\_\_\_ Total Employees: \_\_\_\_\_  
 Inspected By: \_\_\_\_\_ Column: A = Adequate B = Inadequate

<b>Program Administration (1926.20-35)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. OSHA Postings, Emergency Numbers			
2. Hazcom (MSDS, Labeling)			
3. Job Specific Safety Orientation			
4. Safety Meetings (Last Meeting Topic?)			
5. Job Site Injury Records			
6. Medical Services (First Aid Training)			
<b>Housekeeping/Sanitation (1926.20-35)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Work Areas Orderly (Nails Removed?)			
2. Passageways & Walkways Clear			
3. Lighting			
4. Waste Containers Provided & Used			
5. Sanitary Facilities? Clean?			
6. Adequate Eating & Drinking Areas			
<b>Fire Prevention (1926.24, 25, 97)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Hazards ID & Control (Fueing/Welding)			
2. Extinguishers Identified & Charged			
3. Correct Type for the Job			
4. "No Smoking" Posted & Enforced			
5. Hydrants Clear			
6. Flammable Liquids Storage			
<b>Electrical/Utility (1926.20, 21)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Electrical Dangers Posted			
2. GFCI & Overcurrent Protection			
3. Access To Breaker Boxes Clear			
4. Lockout Procedures Used			
5. Drop Cords Protected			
6. Utility Lines Located & Marked			
7. Overhead Lines Protection			

Please note that BAMACO will perform spot-safety-checks without notice. Any work found out of compliance will cease until unsafe work conditions are re-established.

## ***BAMACO Jobsite Safety Checklist***

<b>Hand &amp; Power Tools (1926.300,400)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Tools in Good Working Condition			
2. Damaged Tools Repaired/Replaced			
3. Proper Tool Used for Each Job			
4. Power Tools Grounded/Double Ins.			
5. Cords in Good Condition			
6. Mechanical Safeguards in Use			
7. Power Actuated Tools Safety/Cert.			
<b>Ladders (1926.1053)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Ladders Inspected/Good Condition			
2. Job Made Ladders Construction			
3. Ladders Proper for Job & Secured			
4. Siderails Extend 36" Above Landings			
5. Stepladders Fully Open When in Use			
6. Overhead Electrical Exposure			
<b>Scaffolding (1926.451)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Erection Properly Supervised			
2. Scaffolding Plumb & Square			
3. Connections Sound & Secure			
4. Footings & Mudills			
5. Scaffold Tied to Structure			
6. Guardrails, Midrails & Toeboards			
7. Worker Protection (Falling Objects)			
8. Scaffold Access			
9. Planks Properly Secured/Overlapped			
10. Planking Free From Debris, Ice, Snow			
11. Overhead Electrical Exposure			
<b>Excavation and Shoring (1926.650)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Work Area Properly Supervised			
2. Adjacent Structures Shored			
3. Excavation Barricaded			
4. Cave In Protection			
5. Spoils Setback at Least 2 ft.			
6. Ladders Provided as Needed			
7. Equipment Away from Edge			
8. PPE in Excavation			
<b>Heavy Equipment/Motor Vehicles (600)</b>	<b>A</b>	<b>B</b>	<b>Remarks</b>
1. Equipment Maintenance and Inspection			
2. Operating Manuals Available			
3. Operators Qualified			
4. Haul Roads Maintained			
5. Speed Limits Posted			
6. Seat Belts Operative & Used/ROF			
7. Horns, Bells, Lights, B/U Alarms			
8. Wheels Unlocked When Required			
9. Glass in Good Condition			
10. Weight Limits and Load Capacities			
11. Personnel Transported Safely			

Please note that BAMACO will perform spot-safety-checks without notice. Any work found out of compliance will cease until unsafe work conditions are re-established.



## ***BAMACO Jobsite Safety Checklist***

<b>Welding &amp; Cutting (1926.350)</b>	A	B	Remarks
1. Extinguishers Available/Firewatch			
2. Screens & Shields in Place/PPE			
3. Cylinders Secured/Stored Properly			
4. Electrical Grounded/Cables Sound			
<b>Materials Handling/Storage(1926.953)</b>	A	B	Remarks
1. Materials Properly Stired/Stacked			
2. Dust Protection			
3. Proper # of Employees for Operations			
4. Employees Lifting Loads Correctly			
<b>Barricades &amp; Fencing (1926.502)</b>	A	B	Remarks
1. Site Fenced			
2. Floor Openings Planked/Protected			
3. Roadways & Sidewalks Protected			
4. Proper Access/Traffic Control			
<b>Hoists, Cranes &amp; Derricks (1926.550)</b>	A	B	Remarks
1. Equipment Maintenance/Inspections			
2. Equipment Support/Outriggers			
3. Load Capacities Posted & Observed			
4. Signalmen Use as Appropriate			
5. Overhead Electrical Exposure			
<b>Roadway Construction (1926.600)</b>	A	B	Remarks
1. Laws and Ordinances Observed			
2. Flagmen Certified/Positioning			
3. Warning Signs and Markers			
4. Traffic Control/Detours			
5. Lighting/ Equipment Exposure/ Traffic			
<b>Demolition (1926.850)</b>	A	B	Remarks
1. All Operations Preplanned			
2. Public Protection Sidewalks/Boards			
3. Protection of Adjacent Structures			
4. Clear Areas for Chutes & Trucks			
<b>Personal Protective Equipment(.100)</b>	A	B	Remarks
1. Eyes/Face Protection/Goggles			
2. Hard Hats Mandatory			
3. Safety Shoes/Boots			
4. Fall Protection Equipment			
5. Respirators/Ventilation Required			
6. Noise Exposures			
<b>Unsafe Acts Observed</b>			
<b>Other Comments</b>			

Please note that BAMACO will perform spot-safety-checks without notice. Any work found out of compliance will cease until unsafe work conditions are re-established.

## Public Services

<u>Last Name</u>	<u>First Name</u>	<u>Cat</u>	<u>NIMS 700</u>	<u>NIMS ICS 100</u>	<u>NIMS ICS 200</u>	<u>NIMS ICS 800</u>	<u>NIMS 300</u>	<u>NIMS 400</u>
<b><u>Administration</u></b>								
KING	RICHARD	C	x	x	x	x	x	x
ISOM	CARLA	C	x	x	x	x	x	x
NUNNALLY	BETH	E	x					
<b><u>Buildings</u></b>								
DRURY	DENNIS	E	x	x				
HOBBS	DEBRA	E	x	x				
HOLOHAN	JOHN	E	x	x				
LIMPARIS	JONATHAN	E	x	x				
MCGUIRE	EDWARD	E	x	x				
MCLAMB	DONALD	M	x	x	x	x		
SAMUELS	OMAR	E	x	x				
STANMIRE	CHRISTOPHER	E	x	x				
WALKER	DAVID	E	x	x				
WILLIAMS	LENITA	E	x	x				
<b><u>Parks &amp; Landscape</u></b>								
ALDRIDGE	CHARLES	E	x	x				
ATAMANCHUK	STANLEY	E	x	x				
AVERY	RICHARD	E	x	x				
BOWEN	RALPH	E	x	x				
BRADY	SCOTT	E	x	x				
BROWN	ANTONIO	E	x	x				
BROWN	BRENDA	E	x	x				
BUSBY	CHRISTOPHER	E	x	x				
CARR	SAMMY	E	x	x				
CAPO	BRION	E	x	x				
COSTIN	RICKEY	E	x	x				
CRAWFORD	STEVEN	E						
EVERETT	JAMIE	E	x	x				
GARRABRANT	JOHN	E	x	x				

GREEN	KEVIN	E						
GREENE	CHARLIE	E	x	x				
HENRY	DANNETTE	E	x	x				
HENRY	GLADYS	E						
HEWETT JR	CHARLES	E						
HICKSON	LILY	E	x	x				
HOBBS	HUBERT	E	x	x				
IVEY	WILLIAM	E	x	x				
JACOBS	LORENZO	E	x	x				
JOHNSTON	NINA	C	x	x	x	x	x	x
LEE	SAMUEL	F	x	x	x			
MCGEE	JAMES	E	x	x				
MINCEY	JUDY	E	x	x				
MUHAMMAD	ABDUL-BAAITH	E	x	x				
O'REILLY	RYAN	F	x	x	x			
PERMENTER	SANDRA	E	x	x				
POPE	PHILIP	E	x	x				
REEDY	GEORGE	E		x				
RIGGAN JR	THOMAS	E						
RIVENBARK	JAMES	E	x	x				
ROBINSON	GRANDLE	E	x					
SIMPSON	LACY	E	x	x				
SMITH	ROBERT	E	x	x				
SPATES	LESHAWN	E	x	x				
SPICER	TEDRICK	E	x					
WALCOTT	KAMIL	E						
WATSON	DANNY	E	x	x				
WATTS	APRIL	E	x	x				
WHITAKER	JONATHAN	E	x	x				

**Solid Waste Admin**

BUNDICK	DAVID	F	x	x	x			
REED	WILLIAM	C	x	x	x	x	x	x
WILLIAMSON	JOY	E	x	x				
WILSON	EDWINA	E	x	x				
PORTER	RICHARD	F	X	X	X			
MCNEIL	ANNETTE	E						

**SW - Customer Refuse**



ABRAMS	BRETT	E	x	x
ALDERMAN	RAMON	E	x	x
BEATTY	JAMES	E	x	x
BETHEA	CALVIN	E	x	x
BLUE	DANIEL	E	x	x
BUCK	MICHAEL	E	x	x
CHADWICK	LARRY	E	x	x
COOK	ERIC	E	x	x
DELEON	RUBIN	E		x
DIXON	ROBERT	E		x
DRAKEFORD	GENELL	E	x	x
GAUSE	GREGORY	E	x	x
GREENE	ALBERT	E	x	x
HIGGINS	DENNIS	E	x	x
HILL	LAVELTON	E	x	x
HOLSTON	DWIGHT	E	x	x
LOMNICK	DEMETRIUS	E	x	x
MOSES	RICHARD	E	x	x
MURRAY	TIMOTHY	E	x	x
OWENS	LIONEL	E	x	x
PARKER	THOMAS	E	x	
PERRY	DANIEL	E	x	x
PIERCE	ANTHONY	E	x	x
READON	NATHANIEL	E		x
ROGERS	MARTY	E	x	
ROGERS	RAYMOND	E	x	x
SMITH	LAWRENCE	E		x
STRINGFIELD	ROGER	E	x	x
WARREN	RUDOLPH	E		
WEBBER	JEFFREY	E	x	x
WILLIAMS	TIMOTHY	E	x	x
WILSON	KENT	E	x	x
WRIGHT	DEALUS	E		x

**SW-Downtown & Special Services**

BROWN	ALBERT	E	x	x
CARR	GERALD	E	x	x
HAWES	WILLIE	E	x	x
MELO	RODRIGO	E	x	x

MILLER	TERRENCE	E	x	x
MORGAN	JARON	E	x	x
MUHAMMAD	ABDUL-BAAITH	E	x	
BROWN	OLIVER	E	x	
CUNNINGHAM	VINCENT	E	x	x

**SW - Yard Waste**

ATKINSON	HOWARD	E	x	x
BEAUMARIAGE	GERALD	E		
BRADLEY	EDWARD	E		x
CLEMENTS	DANIEL	E		
CRAWLEY	DARRYL	E	x	x
DOWELL	JOLANDA	E	x	x
EVERETT	ROBERT	E	x	x
FERRARA	CHARLES	E	x	x
FRANCIS	WILLIE	E	x	x
FREEMAN	JACK	F	x	x
GALLOWAY	MICHAEL	E	x	x
GOOCH	PAUL	E		
HUGHES	JAMES	E	x	x
LADSON	REGINALD	E	x	x
MCGOWAN	ROBERT	E	x	x
MORGAN	MICHAEL	E	x	x
ROMEO	ERASMO	E		x
SHAW	RONNIE	E	x	x
SHORTER	JAMES	E	x	x
SIMPSON	RICARDO	F	x	x
THOMAS	ISAIAH	E	x	x
WADE	WILLIAM	E	x	x
WAY JR	ROBERT	E	x	x
WHEELER	ANDREW	E	x	x
WILLIAMS	DONNELL	E	x	

**Stormwater**

ANDERSON	JAMES	E	x	x
ANDERSON	MARSHALL	E	x	x
BALOGUN	TOKUNBOH	E	x	x
BELL	DAVID	E	x	x
BERNARD	RICHARD	E	x	x

BROWN	JULIUS	E	x	x		
BRUCE	GEORGE	E	x	x		
BRYANT	DARRELL	E	x	x		
DANIEL	MARY	E	x	x		
DAVIS	ANTHONY	F	x	x	x	
DURANT	GARY	E	x	x		
EASON	MICHAEL	E	x	x	x	
FAISON	LARRY	E	x	x		
FALES	JAMES	F	x	x	x	
HORN	WANDA	E	x	x		
JAMES	RODNEY	E	x	x		
LEONARD	DAVID	E	x	x		
LONDON	HARVEY	M	x	x	x	x
MCDOWELL	ALVIN	E	x	x		
MOORE	LORIA	E	x			
MULLIKIN	RICHARD	E	x	x		
MUNROE	VINCENTE	E	x	x		
MYERS	IVORY	E	x	x		
NEWKIRK	ALFREDA	E	x	x		
PATRICK	GEORGE	E	x	x		
QATAZAP	KAHAN	E	x	x		
REYNOLDS	JAMES	E	x	x		
RICHARDSON	JAMES	E		x		
ROUSER	JABARI	E	x	x		
SCOTT	CARL	F	x	x	x	
SHARPE	LAVARR'	E	x	x		
SHERRILL	EUGENE	E	x	x		
SINGLETARY	RUFUS	E	x	x		
SPICER	TERRENCE	E	x	x		
SYKES	GARY	E	x	x		
THORPE	JEREMY	F	x	x	x	x
WALLACE	JIMMY	E	x	x		
WILLIAMS	CALRON	E	x	x		

**Stormwater Admin**

ADEI	BEN	E				
BUTLER	JENNIFER	E	x	x		
HAYES	MATT	F	x	x	x	

HIGGINS	PATRICIA	E	x	x		
MAYES	DAVID	C	x	x	x	x
QUINN	JAMES	E	x	x	x	
REAMES	MATTHEW	E	x	x		

**Stormwater Street Sweeping**

JOHNSON	LAWRENCE	E	x	x		
JOHNSON	WILLIAM	E	x	x		
MOSLEY III	ERNEST	E	x	x		
ROYAL III	JAMES	E	x	x		
WILLIAMS	GEORGE	E	x	x		

**Streets**

BORDEAUX	ANGEL	F	x	x	x	
BROWN	JOSEPH	F	x	x		
BROWN	RICHARD	E	x	x		
CARR	WILTON	F	x	x	x	
CARTER	JEREMIAH	M	x	x		
COOK	PETER	E	x	x		
COSTIN	DANNY	F	x	x		
DAVIS	TERRY	E	x	x		
DAVIS	WALTER	E		x		
DIGGINS	JOHN	E	x	x		
HARRIS	GEORGE	E	x	x		
HARRISON	JOHN	E	x	x		
KRAYNICK	CHAD	E	x	x		
LEADMAN	JAMES	E	x	x		
LEWIS	JONATHAN	E	x	x		
SPOHN	TIMOTHY	E	x	x		
STANKUS	MARTIN	E	x	x		
SWART	CHARLES	E	x	x		
THAMES	FREDERICK	E	x	x		
VANKUREN	CHRISTINE	E	x	x		
WATSON	JAMES	E	x	x		
WEAVER	HAROLD	E	x	x		
WITTKOFSKY	FRANK	E	x	x		

**Solid Waste - Recycling**

BROWN	YANNICK	E		x		
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CLARK	PHYLLIS	E	x	x
HARRELSON	DONALD	E	x	x
PRINCE	RENADO	E		x
SMITH	TERRENCE	E	x	x
SMITH	SHELDON	E	x	x
WILLIAMSON	GERARD	E	x	x

**Parks - Tree Management**

EADY	AARON	E	x	x
FOWLER	GEORGE	E	x	x
MIDGETTE	HARVEY	F	x	x
MILES JR	JACKIE	E	x	x
SMITH	ROBERT	E	x	x
WOODCOCK	JOHNNY	E	x	x
WRIGHT	HAROLD	E	x	x

## GRID ASSIGNMENTS

Staging Location	Employee	Phone #	Phone #	Equipment	Number
<b>#1 Coleman Complex</b>	<b>Parks Crew</b>				
	Aaron Eady			Tree Truck	3050
	Dale Smith			Tree Truck	3050
	Richard Avery			Loader	3041
	Hubert Hobbs			Flatbed	3079
	<b>Stormwater Crew</b>				
to be det. day before event				VacCon	
to be det. day before event				VacCon	
to be det. day before event				OD Crew	
to be det. day before event				OD Crew	
to be det. day before event				BackHoe	
to be det. day before event				Support Truck	
<b>#2 Legion Stadium</b>	<b>Parks Crew</b>				
	Harold Wright			Tree Truck	3007
	Jackie Miles			Tree Truck	
	Ralph Bowen			Loader	06377
	Lacy Simpson			FlatBed	
<b>#3 Op Center</b>	<b>Parks Crew</b>				
	Steve Woodcock			Tree Truck	6327
	George Fowler			Tree Truck	
to be det. day before event			(Stormwater)	Loader	
	James Rivenbark			Support Truck	
<b>Optional/Runner</b>	<b>Ricky Midgette</b>			<b>Tree Truck</b>	<b>339/366</b>

### Staging Crew Equipment Checklist

Chain saws

Chain Oil

Extra Chain

Chain Saw Wrench

Flashlight

Axe

First Aid Kit

Rope

Water

Hand Cleaner

All necessary PPE

Contact # for EOC

Radio/Cell Phone

District

Map

Disposable Cameras

2 cycle

Oil



	Primary Route Runners			
Route Assigned	Employee	Phone #		
to be det. day before event				
	Ryan O'Reilly	470-0126		
	Sam Lee	470-6646		
	Todd Davis	470-3793		
	Carl Scott	470-2372		
	Ed McGuire	470-3293		
	Joseph Brown	470-2384		
	Danny Costin	470-1952		
	Angel Bourdeaux	470-1673		

## **Pre-Storm:**

### **Pre-Storm Preparation**

As part of pre-storm preparation around your house don't forget to store or secure your roll-away trash cart and recycling box. These items could become projectiles and cause damage or injury.

## **Post-Storm:**

### **• Hurricane Debris Preparation**

Wilmington, NC. The City of Wilmington's Solid Waste Management Division has announced hurricane debris preparation recommendations for their customers.

1. Burning of debris is not authorized
2. Debris must not block public roadways or driver's vision.
3. Do not mix vegetative debris (limbs, leaves, etc) with household storm debris (appliances, fences, lumber, furniture, shingles, construction debris, etc).
4. Do not place debris near mailboxes, fire hydrants, telephone and utility equipment, sewer clean-outs, water meters, drainage ditches, or storm sewers.
5. Small debris such as leaves, pinecones, etc should be placed in containers or bags.
6. Do not place hazardous materials or asbestos materials on the curbside for collection.
7. Listen for Public Services Announcements for further details on debris removal including locations for vegetative disposal.

### **• More Tips for Citizens**

1. Bag small debris for quicker pickup
2. Set out storm debris only for curbside pickup – landscape debris such as tree trunks or tree stumps will not be picked up by City contract crews
3. Residents who have storm debris to pick up or have questions can contact Solid Waste Department at 341-7875

### **• How Citizens Can Help with Pickup**

1. Please don't use hurricane debris as license to cut down trees or additional tree/bush trimming for free clean up after the storm. Adding new vegetative waste to the storm debris greatly slows down the clean up process.

### **• Spoiled Food Pick Up**

Wilmington, NC. The City of Wilmington's Solid Waste Management Division has announced its service for spoiled food.

As a result of (x event), many City of Wilmington customers have food that needs to be properly disposed of. If you need a special collection for food in your refrigerator or freezer please call the Solid Waste Management Division at 341-7875.

- **Vegetative Debris**

Vegetative debris also may be taken to the following sites at no charge to citizens of New Hanover County through (date specific)

**Wilmington Materials** Hwy 421N 4 miles north of Battleship on right  
763-4569

Hours: M-F 7A.M. – 5P.M., Sat 7A.M. – Noon

**Diversified Biomass** 606 Sunnyvale Drive  
793-1460

Hours: M – F 8A.M. – 5 P.M., Sat. 8A.M. – 5 P.M.

**Blue Horizons** 2829 Kerr Avenue (near Blue Clay Road)  
343 – 9696

Hours: M – F 8A.M. – 5 P.M., Sat. 8A.M. – 5 P.M.

- Construction/demolition debris must be taken to the County Landfill located on Hwy 421N, approximately six miles north of the Battleship. The landfill is on the right. There is a charge of \$55.65 per ton for disposal.
- The New Hanover County Landfill does not accept vegetative debris.

**FEMA – Debris Pilot Program  
Private Property and Demolition Procedure  
City of Wilmington  
Code Enforcement Section**

The purpose of this report is to document the current procedures regarding enforcement of the Wilmington Code of Ordinance in a declaration of emergency and/or natural disaster.

Included in this document is the actual code references and content along with the standard operating procedures for the enforcement of minimum housing, abandoned structures, public nuisance and junk vehicle, health and safety vehicles. The sign ordinance is not included in this plan as the debris would be handled under public nuisance.

**City of Wilmington Code of Ordinances:**

Sec. 6-17. State of emergency.

(a) *Intent.* This section is intended to supplement and implement the provisions of G.S. section 14-288.1 et seq. and Chapter 166A, addressing local government emergency powers.

(b) *Definitions.* As used in this section, the following words shall mean:

Disaster: An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military or paramilitary cause.

*State of Disaster:* Declaration by proclamation of the governor or by resolution of the General Assembly pursuant to G.S. section 166A-6, activating emergency powers of the governor.

*State of emergency:* Declaration by proclamation of the mayor or by resolution of the council pursuant to the provisions of this section, subject to the definition of "disaster."

(c) *Declaration of emergency.*

(1) The mayor is authorized to declare a state of emergency by proclamation imposing any or all of the prohibitions authorized in subsection (d), as may be appropriate. The council may, by resolution, declare a state of emergency imposing any or all of the prohibitions authorized in subsection (d).

(2) In the absence or disability of the mayor, the mayor pro tem as designated by the council shall be authorized to proclaim a state of emergency, imposing any or all prohibitions authorized in subsection (d).

(3) In the absence or disability of both the mayor and the mayor pro tem, and a quorum of council members is available, the quorum shall meet and elect a mayor to fill the unexpired term in accordance with G.S. section 160A-63.

(4) If a number of vacancies is such that a quorum of council members is not available, succession shall proceed in accordance with G.S. section 160A-63.

(d) *Emergency powers.* During a state of emergency as determined by the mayor or mayor pro tem, or by resolution of the council, the following prohibitions or restrictions may be invoked:

(1) Limitations on the movement of people in public places.

(2) Limitations on the operation of offices, business establishments and other places to or from which people may travel or at which they may congregate.

(3) Limitation, restriction or prohibition of the possession, transportation, sale, purchase and consumption of intoxicating liquors.

(4) Limitation, restriction or prohibition of the possession, transportation, sale, purchase, storage and use of dangerous weapons, substances and gasoline.

(5) Regulation of the sale or use of scarce supplies which are essential for the public health or safety.

(6) Regulation of evacuation and evacuation shelters which may be reasonably necessary to maintain law and order and protect lives and property.

(7) Regulation of other activities or conditions, the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

(8) Reserved.

(e) *Effective time, amendment and rescission of state of emergency.*

(1) All prohibitions and restrictions imposed by proclamation or resolution pursuant to subsection (c) shall take effect immediately upon publication of the proclamation or resolution in the area affected. For the purpose of this section, publication may consist of reports of the substance of the prohibitions and restrictions in the mass communication media serving the affected area or other effective methods of disseminating the necessary information quickly. The requirements of G.S. section 1-597 shall not apply to such proclamations.

(2) The proclamation may be extended as to time and area, amended or rescinded by proclamation or resolution. Prohibitions and restrictions imposed by proclamation pursuant to this section shall expire five (5) days after their imposition unless sooner terminated by proclamation. Prohibitions and restrictions imposed by resolution shall expire at such time as is specified in the resolution.

(f) *Mutual aid agreements.* The mayor, with the concurrence of the council, may enter into mutual aid agreements for reciprocal civil preparedness aid and assistance. Such agreements shall be consistent with state and local emergency management programs and plans.

(Code 1962, § 16-57; Ord. of 9-7-96, § 1; Ord. No. O-2004-8, § 1, 2-3-04)

**Cross references:** Administration, Ch. 2.

County Code reference--State of emergency, § 12-30 et seq.

**State law references:** Riots and civil disorders, G.S. § 14-288.1 et seq.; emergency management, G.S. Ch. 166A; newspaper publication of legal notices, G.S. § 1-597; local emergency authorizations, G.S. § 166A-8; mutual aid agreements, G.S. § 166A-10.

### **Code Enforcement authority to enforce and ordinance and standard operations procedures.**

## **ARTICLE I.**

### **Sec. 16-1. Penalties and remedies.**

(a) A violation of Section 16-233(c) shall be a misdemeanor. A violation of any of the other provisions of this chapter shall not be a misdemeanor.

(b) A violation of any of the provisions of this chapter shall also subject the offender to a civil penalty of one hundred dollars (\$100.00). If a person fails to pay this civil penalty within ten (10) days after being cited for a violation, the city may seek to recover the penalty by filing a civil action in the nature of debt.

(c) The city may seek to enforce this chapter through any appropriate equitable action.

(d) Each day that a violation continues after the offender has been notified of the violation shall constitute a separate offense.

(e) The city may seek to enforce this chapter by using any one or any combination of the foregoing remedies.

(Code 1962, § 1-6; Ord. of 1-4-00, §§ 1, 2; Ord. No. O-2004-68, § 5, 8-3-04)

**Charter references:** Authority of city to prescribe penalties for breach of ordinances, § 1.4(47).

**State law references:** Enforcement of ordinances, G.S. § 160A-175.

### **Sec. 16-130. Emergency cutting or disconnection of wire.**

The electrical inspector with jurisdiction in the city may cut or disconnect any wire in cases of emergency, where necessary for safety to life and property.

(Code 1962, § 8-13)

**Sec. 16-131. Disconnection of or discontinuance of service to dangerous wiring or devices.**

The electrical inspector with jurisdiction in the city may disconnect or order the discontinuance of electrical service to any electric wiring, devices, appliances or equipment found to be dangerous to life or property because of defect or defective installation until such wiring, devices, appliances and equipment and their installations have been made safe and approved by such electrical inspector.

(Code 1962, § 8-14)

**Sec. 16-132. Failure to correct defects in wiring after notice.**

It shall be unlawful for any person to fail, neglect or refuse to correct any defects in the wiring of a building within a reasonable specified time after having been notified in writing by the electrical inspector with jurisdiction in the city.

(Code 1962, § 8-15)

**ARTICLE V. MINIMUM HOUSING CODE\***

**Sec. 16-229. Residential buildings unfit for human habitation.**

(a) The housing inspector shall determine that a residential building is unfit for human habitation if he finds that any of the following conditions exist in such a building:

- (1) Interior walls or vertical studs which seriously list, lean or buckle to such an extent as to render the building unsafe.
- (2) Supporting member or members which show thirty-three (33) percent or more damage or deterioration or nonsupporting enclosing or outside walls or covering which shows fifty (50) percent or more of damage or deterioration.
- (3) Floors or roofs which have improperly distributed loads, which are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Such damage by fire, wind or other causes as to render the building unsafe.
- (5) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety or welfare of the occupants or other people in the city.
- (6) Inadequate facilities for egress in case of fire or panic.
- (7) Defects significantly increasing the hazards of fire, accident or other calamities.
- (8) Lack of adequate ventilation, light, heating or sanitary facilities to such extent as to endanger the health, safety or general welfare of the occupants or other residents of the city.
- (9) Lack of proper electrical, heating or plumbing facilities required by this chapter which constitutes a health or a definite safety hazard.

(b) Irrespective of subsection (d), a residential dwelling unit shall be construed by the housing inspector to be unfit for human habitation, and he shall so find if such dwelling unit contains more than seven (7) separate types of violations of any of the minimum standards set forth in this article.

(Code 1962, § 6-79)

**The aforesaid deficiencies are defined in Section 16-266, 16-267, 16-268, 16-269, 16-270, 16-271, 16-272.**

**Standard Operating Procedures for Minimum Housing Enforcement:**

➤ **Initial Inspection**



- **Complaint and Notice of Hearing**
  - ✓ **Lis Pendens (Pending Action)**
- **Hearing Order**
  - ✓ **(Hearing Held 10-30 Days After Service)**
  - ✓ **Finding of Fact (Sec. 16-212. Findings and statement of purpose)**
    - **Establishing Compliance Date**
    - **Compliance Timeframe 30 – 180 days from Hearing**
    - **Compliance Inspection at Expiration of Order**
- **To Council for Repair or Demolition Order (Dilapidated) Grant Assistance or Lien**
- **Citations are issued \$100.00 per day (Deteriorated)**

**The enforcement of Abandoned Structures Ordinance; a non-residential structure:**  
**ARTICLE VI. ABANDONED STRUCTURES – No grant assistance authorized.**

**Sec. 16-292. Application of building codes.**

The North Carolina State Building Code, General Construction, Volume I; Plumbing, Volume II; and Heating, Air Conditioning, Refrigeration and Ventilation, Volume III; and the National Electrical Code shall govern all repairs, alterations and/or additions to any existing structure. Any identified violations under the State Building Code shall be certified by the building inspector to the hearing officer.

(Ord. of 2-22-83, § 1)

**Sec. 16-293. Hazardous structures.**

Every abandoned structure within the city shall be deemed in violation of this article whenever such structure constitutes a hazard to adjacent properties and to the health, safety or welfare of the city's citizens as a result of:

- (1) The attraction of insects, rodents or other health hazards.
- (2) Conditions conducive to creating a fire hazard.
- (3) Dangerous conditions constituting a probable threat to adjacent properties, life or limb.
- (4) Frequent use by persons, not residents, as living quarters in absence of sanitary facilities, whether authorized or in trespass.

(Ord. of 2-22-83, § 1)

**The conditions of enforcement are found in Section 16-297.**

**Procedures for process, service, and abatement are the same as the Minimum Housing stated above.**

**The position of Code Enforcement Officer is a sworn and/or affirmed public official, I have included the code of ordinance references for your information.**

**Sec. 16-227. Powers of public officers.**

The public officers shall have such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this article, including without limitation the following powers, in addition to others herein granted:

- (1) *Investigations.* To investigate dwelling and building conditions in the city in order to determine which dwellings therein are unfit for human habitation and which buildings are dangerous, being guided in such examination of dwellings and buildings by the requirements set forth in this article.

- (2) *Oaths, witnesses, etc.* To administer oaths and affirmations and to examine witnesses and receive evidence.
- (3) *Right of entry.* To enter upon and within premises and dwellings for the purpose of making examinations and investigations; provided, that such entries shall be made in such a manner as to cause the least possible inconvenience to the persons in possession.
- (4) *Delegation of functions, etc.* To delegate any of his functions and powers under this article to such officers and agents as he may designate.
- (Code 1962, § 6-59; Ord. of 10-4-94, § 1)

#### **Sec. 16-228. Duties of housing inspector; others.**

- (a) The housing inspector is hereby designated as the officer to enforce the provisions of this chapter and to exercise the duties and powers herein prescribed. It shall be the duty of the housing inspector:
- (1) To investigate the dwelling conditions and to inspect dwellings and dwelling units located in the city in order to determine which dwellings and dwelling units are unfit for human habitation and for the purpose of carrying out the objectives of this chapter with respect to such dwellings and dwelling units.
- (2) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated.
- (3) To keep a record of the results of inspections made under this chapter and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed.
- (4) To perform such other duties as may be herein prescribed.
- (b) The employees of the fire department and police department of the city shall make a report in writing to the housing inspector of each building or structure which they know or suspect may be in violation of this chapter. Any such report shall be delivered to the housing inspector within a reasonable time of the discovery of such building or structure by such employee of the fire and police department of the city.
- (c) The owner or occupant of every dwelling, dwelling unit or rooming unit, or the person in charge thereof, shall give the housing inspector free access to such dwelling, dwelling unit or rooming unit and its premises at all reasonable times for the purpose of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit, shall give the owner thereof, or his agent or employee, access to any part of such dwelling or dwelling unit or its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.
- (Code 1962, § 6-60; Ord. of 10-4-94, § 1)

#### **Sec. 16-233. Remedies.**

- (a) It shall be unlawful for the owner of any dwelling to fail, neglect or refuse to repair, alter or improve the same or to vacate, close, demolish and remove the same, upon order of the hearing officer duly made and served as provided in this article, within the time specified in such order.
- (b) When the hearing officer finds that a dwelling is unfit for human habitation or dangerous within the meaning of this article and has notified the owner to such effect, and the time limit set by the officer for the correction of defects or vacating same has expired, no person shall receive rentals, offer for rent or occupy such building unfit as a human habitation.
- (c) If any occupant fails to comply with an order to vacate a dwelling, the housing inspector may cause a civil action to be filed in the name of the city to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the

housing inspector produces a certified copy of an ordinance adopted by the governing body pursuant to section 16-232(d) authorizing the officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of such judgment may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the governing body has ordered the housing inspector to proceed to exercise his duties under section 16-232(a), (b) and (c) to vacate and close or remove and demolish the dwelling.

(d) That whenever a determination is made pursuant to section 16-231 that a dwelling must be vacated and closed or removed or demolished under the provisions of this section, notice of the order shall be given by first class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition by action of the housing inspector to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing.

The housing inspector or clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the housing inspector to wait forty-five (45) days before causing removal or demolition.

(Code 1962, § 6-64; Ord. of 10-4-94, § 1)

**The City of Wilmington's Code of Ordinance regarding the enforcement of public nuisance is found in Chapter 10 – Solid Waste.**

## **ARTICLE II. ABATEMENT OF PUBLIC NUISANCES**

### **Sec. 10-28. Public nuisances enumerated.**

(a) The existence of any of the following conditions on any vacant lot or other parcel of land within the corporate limits whether on public or private property is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance:

- (1) The uncontrolled growth of weeds or grass to a height of eight (8) inches or more within one hundred (100) feet of any principal structure or public right-of-way;
- (2) Any accumulation of animal or vegetable matter that is offensive by virtue of odors or vapors or which is inhabited by rats, mice, snakes, or vermin of any kind which is or may be dangerous or prejudicial to the public health;
- (3) Any accumulation of trash, garbage or other waste not in compliance with the provisions of this chapter;
- (4) Any accumulation of hazardous refuse or concentration of combustible items such as mattresses, boxes, paper, automobile tires, old clothes, or any other combustible materials or objects of a like nature.
- (5) Open wells;
- (6) Any accumulation of stagnant water causing or threatening to cause the inhabitation thereof by mosquitos;
- (7) The open storage of any item detrimental to the public health or safety including, but not limited to, any furniture, appliance, ice box, stove, glass, building material or building rubbish;

- (8) Any condition detrimental to the public health which violates the rules and regulations of the New Hanover County Health Department; and
- (9) The presence of any debris from the demolition of any structure on the property, including but not limited to, partially demolished walls, foundations, basements, building materials and rubbish, after the cessation of all active demolition activity on the property.
- (10) Unsecured and deteriorated windows, doors or other openings in dwellings or structures that (a) do not have water or other utility services, or (b) are used or have been used by persons, not residents, as living quarters in the absence of sanitary facilities, or (c) are used or have been used for criminal activity.
- (11) Graffiti, which is defined as any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any implement, to the extent that graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise deemed a public nuisance.
- (b) When any of the following conditions exist on a public right-of-way between the property line and the curb or edge of the roadway and threatens, limits, impairs or creates a hazard to the use of the right-of-way by vehicles or pedestrians, such a condition is declared to be dangerous and prejudicial to the public health or safety and to constitute a severe nuisance:
- (1) Any accumulation of animal or organic matter that is offensive by virtue of odors or which is inhabited by rats, mice, snakes or vermin which may be dangerous to the public health.
- (2) Any accumulation of trash, garbage or other waste not in compliance with the provisions of this chapter.
- (3) Any accumulation of hazardous refuse or concentration of combustible items such as mattresses, boxes, paper, housewares, tires, clothes, or furniture.
- (4) Any accumulation of appliances, glass, building materials, demolition materials or rubbish.
- (Ord. of 3-26-85, § 3; Ord. of 7-15-86, § 2; Ord. of 5-21-91, § 1; Ord. of 9-20-94, § 1; Ord. of 7-13-99, § 1; Ord. No. O-2006-113, § 1, 11-21-06)

#### **Standard Operating Procedures for Public Nuisance Enforcement:**

- **Initial Inspection**
- **First Class and Certified Mail Service of Violations**
  - ✓ **15 Day Compliance Deadline Notice**
- **Reinspection – Determine Compliance**
  - ✓ **Citations issued for Occupied Properties \$100.00 Per Day**
  - ✓ **Bid for abatement regarding Vacant Properties and injunction (Purchasing) – Grant Assistance or Lien**
- **Public Nuisance in the right-of-way has a 48 Hour Compliance Deadline Notice**

**The City of Wilmington enforcement of Junk and Health and Safety Vehicles is in Chapter 5 Motor Vehicles and Traffic**

#### **Article VII Abandoned, Junked and Health Vehicles**

*Health or safety hazard vehicle:* A vehicle that has, for a period of more than forty-eight (48) hours, been in a state of disrepair and is incapable of being moved under its own power and is found to be:

- (1) A breeding ground or harbor for mosquitos or other insects, snails, rats or vermin of any kind;
- (2) A point of heavy growth of weeds and grass over eight (8) inches in height;
- (3) A point of accumulation of stagnant water;
- (4) A point of concentration of gasoline, oil, or other flammable or explosive materials;

- (5) So located that there is danger of the vehicles falling or turning over;
- (6) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces of metal, glass or other rigid materials; or
- (7) In any other condition detrimental to the public health or safety, as determined by the authorizing city official.

*Junked motor vehicle:* A motor vehicle that does not display a current license plate when the motor vehicle is required by laws of this state to have such a license plate to operate on public roads, and that (1) is partially dismantled or wrecked, or (2) cannot be self-propelled or moved in the manner in which it was originally intended to move, or (3) is more than five (5) years old and appears to be worth less than one hundred dollars (\$100.00).

#### **Sec. 5-114. Removal of abandoned, junked or health or safety hazard motor vehicles; pre-towing notice requirements.**

Except as set forth in section 5-115 below, an abandoned, junked or health or safety hazard vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle. In the case of a health or safety hazard vehicle or a junked motor vehicle, if the names and mailing addresses of the registered owner or person entitled to the possession of the vehicle or the owner, lessee, or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class mail. The person who mails the notice(s) shall retain a written record to show the name(s) and address(es) to which mailed, and the date mailed. If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle a notice indicating that the vehicle will be removed by the city on a specified date no sooner than seven (7) days after the notice is affixed. The notice shall state that the vehicle will be removed by the city on a specified date, no sooner than seven (7) days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time.

With respect to abandoned vehicles on private property, junked and health or safety hazard motor vehicles to which notice is required to be given, if the registered owner or person entitled to possession does not remove the vehicle but chooses to appeal the determination that the vehicle is abandoned, a health or safety hazard vehicle or in the case of a junked motor vehicle that the aesthetic benefits of removing the vehicle outweigh the burdens, such appeal shall be made to the city manager in writing. The city manager shall fix a time for the hearing within thirty (30) days of the appeal and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided. (Ord. of 5-21-91, § 1)

#### **Standard Operating Procedures for Junk Vehicle and Health and Safety Vehicle Enforcement**

- **Initial Inspection, Apply 7 Day Notice Sticker, if accessible**
- **First Class Mail Notice with Seven Day Compliance**
- **Reinspection to determine compliance**
- **Citations issued for Occupied Properties at the rate of \$100.00 Per Day**
- **Vehicles towed at no charge to owner on vacant, injunction, and request of owner.**

**In conclusion, New Hanover County has the authority to condemn a property without legislation hearing. In addition, New Hanover County is the governing authority regarding hurricane, natural disaster debris removal.**



## MEMORANDUM OF AGREEMENT

between the

North Carolina Department of Transportation

and the

City of Wilmington

This Memorandum of Agreement (hereinafter, "Agreement") is made on the last date entered below between the North Carolina Department of Transportation (hereinafter, "NCDOT") and the City of Wilmington (hereinafter, "City") (collectively referred to hereinafter as "the Parties") for the emergency removal of debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes.

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan (hereinafter, "NCEOP"), NCDOT may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and

WHEREAS, City has requested that it be allowed the opportunity and responsibility to perform certain of those NCDOT functions as set forth in the NCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the Parties have conferred as to the best methods and practices to allow the City to assume these responsibilities;

NOW THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
  - A. "Secondary Roads" shall mean those roads maintained by NCDOT that are identified by a four-digit SR number.
  - B. The term "Eligible Storm Debris" shall be such debris as shall be eligible for reimbursement by the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management (hereinafter, "DEM") or the Federal Emergency Management Agency (hereinafter, "FEMA") during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.
  - C. "FHWA Routes" shall mean those routes for which FHWA does provide NCDOT with reimbursement, generally Interstate routes, US-designated routes, NC-designated routes, and certain secondary routes within the City eligible for FHWA reimbursement and listed on Attachment A.



- D. "Non-FHWA Routes" shall mean those routes for which FHWA does not provide reimbursement, generally rural secondary roads rights of way within the City and those urban secondary roads within the municipalities within the City. The non-FHWA routes are those routes within the City, which are not listed on Attachment A.
2. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that City be responsible for removal of debris from the right of way of State System Roads, NCDOT shall issue to City a written Notice to Proceed with debris removal.
  3. City shall remove and dispose of (1) Eligible Storm Debris on all non-FHWA routes and (2) Eligible Storm Debris except woody debris and sand on FHWA routes. In so doing, City shall comply with all FEMA and DEM requirements regarding storm removal and disposal including landfill quantity calculations and site disposal costs. Any debris contract between the City and any other party must be reviewed and approved by DEM and FEMA.
  4. City shall apply directly to DEM and/or FEMA for reimbursement in accordance with the rules, regulations and procedures of those agencies. Any reimbursement must be governed by the rules, regulations and procedures of those agencies, and NCDOT shall not be responsible for any portion of reimbursement to City.
  5. City is responsible for complying with all NCDOT rules and regulations including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices, and City shall hold NCDOT harmless in all matters arising from or related to this Agreement. Further, City shall be responsible for all damage or injury to persons or to private property occurring as a result of the debris removal activities pursuant to this Agreement, and City shall hold NCDOT harmless in all matters arising therefrom.
  6. City shall be responsible for repair of any damages to the state maintained right of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be made to the satisfaction of the Division Engineer of the Highway Division in which City is located, and the Division Engineer's judgment in this regard shall be final.
  7. City shall remove all Eligible Storm Debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which City is located, and the Division Engineer's judgment in this regard shall be final.
  8. All work pursuant to this Agreement shall be completed by a date mutually agreed to by DEM, FEMA, NCDOT and City.
  9. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. No notice of termination shall be effective for debris removal pursuant to any Notice to Proceed already issued by NCDOT.
  10. This Agreement may be amended at any time by mutual agreement of both parties as evidenced by a written Supplemental Memorandum of Agreement approved and signed by both parties.

11. To provide consistent and effective communication between the Parties, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this Agreement. The Principal Representative of the NCDOT shall be Chief Engineer Operations or his designee. The Principal Representative of the City shall be the City Manager or his designee.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the 30<sup>th</sup> day of September, 2010.

DEPARTMENT OF TRANSPORTATION

WITNESS: Ben Smith  
(Print Name)

BY: Terry R. Gibson

TERRY R. GIBSON, PE

STATE HIGHWAY ADMINISTRATOR

DATE: 9-30-10

CITY OF WILMINGTON

BY: Sterling B. Cheatham

Sterling B. Cheatham  
(Print Name)

City Manager

TITLE

DATE: 9.20.10

## ATTACHMENT A

List of FHWA routes for which NCDOT will be the responsible party in vegetative debris and sand debris cleanup operations following state declaration, for the City of Wilmington are included here within and are:

### FHWA Primary Routes

I-40, I-140

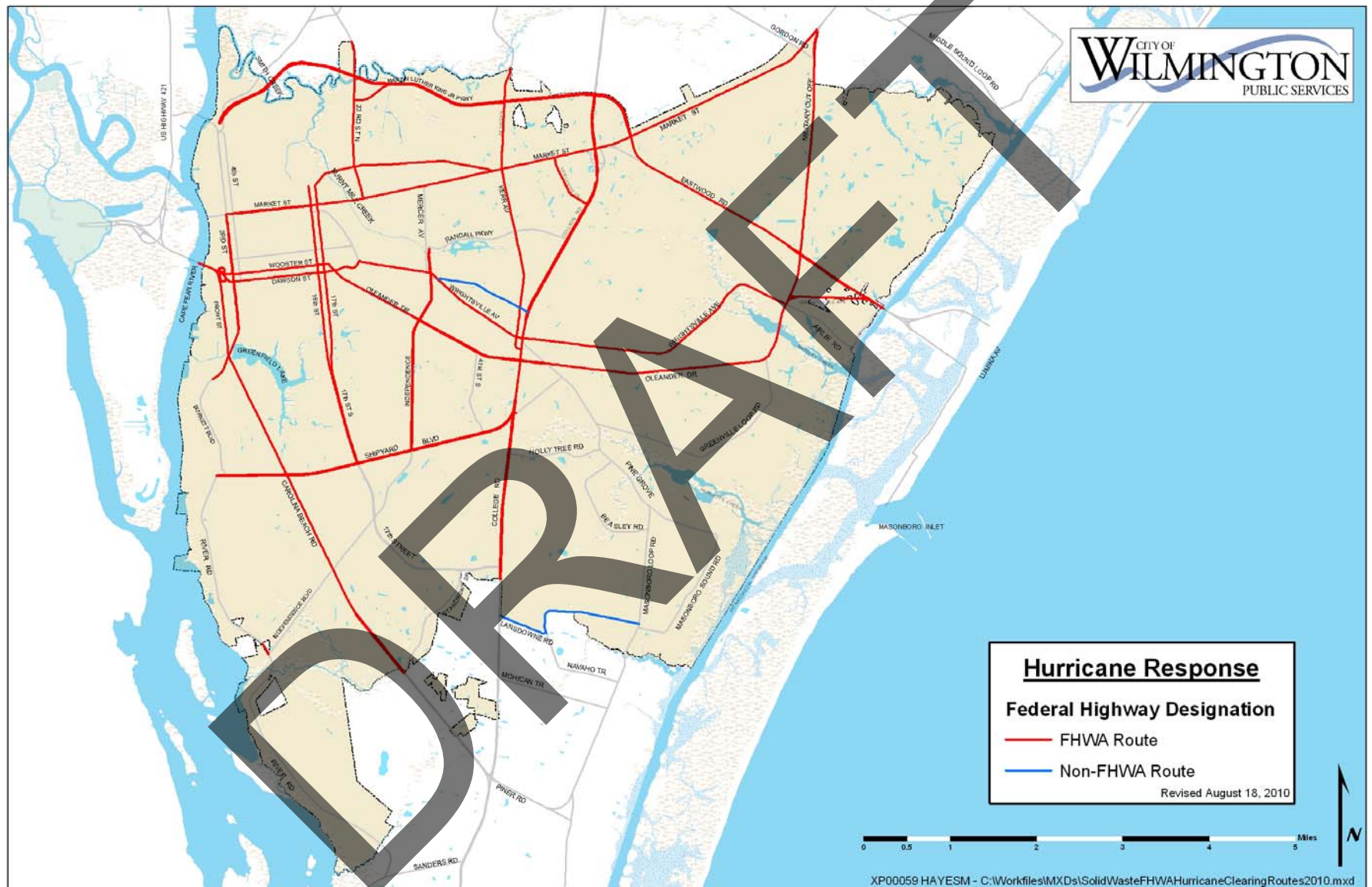
US 17, US 421, US 117, US 74, US 76,  
NC 132, NC 133

Martin Luther King Jr. Pkwy. (US 74)  
Third St. (US 74, US 17B, US 421)  
S. College Rd. (NC 132, US 117)  
Market St. (except 3<sup>rd</sup> St. to Water St.) (US 17B)  
Eastwood Rd. (US 74)  
Carolina Beach Rd. (US 421)  
Shipyard Blvd. (US 117)  
Dawson St. (US 76)  
Wooster St. (US 76)  
Oleander Dr. (US 76)  
Wrightsville Ave (US 76 (Military Cutoff to Wrightsville Beach))  
Wrightsville Ave (US 74 (from end of Eastwood Rd. to Causeway Dr.))

### FHWA Secondary Routes

SR 1218 S. 16th St (Grace St. to 17<sup>th</sup> St. merge)  
SR 1219 S. 17th St (Princess Pl. to Shipyard Blvd. (US 117)  
SR 1100 River Rd. (Independence Blvd. to Operations Dr.)  
SR 1140 Burnette Blvd., Front St., (Memorial Bridge to End of State System)  
SR 1175 N. & S. Kerr Ave.  
SR 1209 Independence Blvd (Randall Pkwy. to Shipyard Blvd. (US 117)  
SR 1272 New Centre Dr. (Market St. (US 17B) to College Rd. (NC 132)  
SR 1301 Princess Place Dr.  
SR 1302 N. 23<sup>rd</sup> St. (Market St. (US 17B) to Corp. Limit @ Waste Water Treatment Plant)  
SR 1409 Military Cutoff Rd. (Eastwood Rd. (US 74) to Market St. (US 17)  
SR 1411 Wrightsville Ave., Dawson St. Ext. (Dawson St. (US 76) to Military Cutoff (US 76)

**ATTACHMENT A - MAP**



General Attachment 13 NCDOT MOA  
 Secondary routes eligible for FWA Emergency Relief funds  
 Updated March 2010

Div.	Co. #	County	Route SR	Whole Road	From US 117/NC 133	To Urban Boundary
3	64	NEW HANOVER	1002	No		
3	64	NEW HANOVER	1100	Yes		
3	64	NEW HANOVER	1140	Yes		
3	64	NEW HANOVER	1175	No	NC 132	SR 1327
3	64	NEW HANOVER	1187	Yes		
3	64	NEW HANOVER	1209	Yes		
3	64	NEW HANOVER	1218	Yes		
3	64	NEW HANOVER	1219	Yes		
3	64	NEW HANOVER	1272	Yes		
3	64	NEW HANOVER	1301	Yes		
3	64	NEW HANOVER	1302	Yes		
3	64	NEW HANOVER	1318	No	SR 1302	SR 1336
3	64	NEW HANOVER	1322	No	US 117	NC 132
3	64	NEW HANOVER	1336	No	SR 1318	Urban Brdy
3	64	NEW HANOVER	1371	Yes		
3	64	NEW HANOVER	1399	Yes		
3	64	NEW HANOVER	1409	Yes		
3	64	NEW HANOVER	1411	Yes		
3	64	NEW HANOVER	1452	Yes		
3	64	NEW HANOVER	1492	Yes		
3	64	NEW HANOVER	1521	No	US 421	SR 1492
3	64	NEW HANOVER	1565	No	SR 1492	NC 132
3	64	NEW HANOVER	1573	Yes		
3	64	NEW HANOVER	1576	Yes		
3	64	NEW HANOVER	1627	Yes		
3	64	NEW HANOVER	2048	Yes		
		NEW	SR			



[\*]

3	64	NEW HANOVER	SR 1187	Yes		
3	64	NEW HANOVER	SR 1209	Yes		
3	64	NEW HANOVER	SR 1218	Yes		
3	64	NEW HANOVER	SR 1219	Yes		
3	64	NEW HANOVER	SR 1272	Yes		
3	64	NEW HANOVER	SR 1301	Yes		
3	64	NEW HANOVER	SR 1302	Yes		
3	64	NEW HANOVER	SR 1318	No	SR 1302	SR 1336
3	64	NEW HANOVER	SR 1322	No	US 117	NC 132
3	64	NEW HANOVER	SR 1336	No	SR 1318	Urban Brdy
3	64	NEW HANOVER	SR 1371	Yes		
3	64	NEW HANOVER	SR 1399	Yes		
3	64	NEW HANOVER	SR 1409	Yes		
3	64	NEW HANOVER	SR 1411	Yes		
3	64	NEW HANOVER	SR 1452	Yes		
3	64	NEW HANOVER	SR 1492	Yes		
3	64	NEW HANOVER	SR 1521	No	US 421	SR 1492
3	64	NEW HANOVER	SR 1565	No	SR 1492	NC 132
3	64	NEW HANOVER	SR 1573	Yes		
3	64	NEW HANOVER	SR 1576	Yes		
3	64	NEW HANOVER	SR 1627	Yes		
3	64	NEW HANOVER	SR 2048	Yes		
3	64	NEW HANOVER	SR 2181	Yes		
3	64	NEW HANOVER	SR 2251	Yes		
3	64	NEW HANOVER	SR 2782	Yes		
3	64	NEW HANOVER	SR 2816	Yes		
3	64	NEW HANOVER	SR 2817	Yes		





## General Attachment 13 - NCDOT MOA



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

October 5, 2010

City of Wilmington  
Solid Waste Management  
PO Box 1810  
Wilmington, NC 28402-1810

Dear Mr. Cheatham:

I have enclosed the Memorandum of Agreement that will not require future annual renewals. The basic premise of the MOA is the ability of the City to request release of certain secondary roads within the City for the purpose of vegetative debris removal, the result of a federally declared event. It does include a provision to opt out at any time except during a period of release.

Activation of this MOA is simple. Contact Allen Pope, Division Engineer for Division Three, at 910-251-5724. Based on the agreed upon secondary routes to be released, the City must fax a copy of the "Request Release of Secondary State Route Roads" to the division office. Fax number 910-251-5727. Mr. Pope will sign the request thereby activating the MOA and fax the copy back to the City. I have attached a copy of the "Request" form.

I have included an Attachment A and a large county map with color overlay which identifies all routes that are part of the Federal Highway System. These roads can not be released and are the responsibility of NCDOT to remove vegetative debris.

This is a very successful program that provides you an additional resource in developing your comprehensive debris management plans. I appreciate your participation in this program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Don Aschbrenner".

Don Aschbrenner  
Disaster Recovery Manager, NCDOT

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
STATE ROADWAY MAINTENANCE  
1567 MAIL SERVICES CENTER

TELEPHONE: 919-733-3725  
FAX: 919-733-1838

WEBSITE: [WWW.DOH.DOT.STATE.NC.US](http://WWW.DOH.DOT.STATE.NC.US)

LOCATION:  
4809 BERTL ROAD  
RALEIGH, NC

Date:

## Contract Attachments Table

### Blue Tabbed

<u>Contract Attachment #</u>	<u>Title / Description</u>
1	Phase I Debris Clearing Contract (SRS)
2	Phase II – C&D Debris Removal and Vegetative Debris Removal / Disposal (Bamaco, Inc.)
3	Debris Monitoring Contract (Johnson Environmental & Disaster Consulting Services)
4	Quote for Vegetative Debris Disposal - American Property
5	Quote for C&D Debris Disposal - Waste Industries
6	White goods agreement - Southern Metals and Recycling
7	Procurement Related - Public Notices & Bid Tabulations
8	Dangerous Tree & Hanging Limb Contract (Bamaco, Inc.)

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART II – SCOPE OF WORK**

**NOTICE**

Upon receiving this proposal by internet, email [lori.colon@wilmingtonnc.gov](mailto:lori.colon@wilmingtonnc.gov) to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

STATE OF NORTH CAROLINA

CONTRACT NO:

NEW HANOVER COUNTY

**S12-0411**

**CONTRACT FOR SERVICES**

THIS CONTRACT, made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a Municipal Corporation located in New Hanover County (hereinafter called "CITY"); and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, with its principal office in \_\_\_\_\_ (hereinafter called "CONTRACTOR").

**W I T N E S S E T H:**

1. **Purpose**

The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached documents consisting of, but not limited to: Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Scope of Work, Proposal and Affidavit, and Contract, which are incorporated as if fully set out, for the following:

**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART II – SCOPE OF WORK**

**1.00 DEFINITIONS**

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work may consist of Drawings, Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

**2.00 BIDDER REPRESENTATIVES**

- 2.01 Each Bidder by making his Bid represents that:
  - A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
  - B. Bidder has familiarized himself with local routes and critical facilities and conditions where the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
  - C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
  - D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.

**3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.01 Bidders shall promptly notify Mr. Daryle L. Parker, Purchasing Manager, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART II – SCOPE OF WORK**

- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach Mr. Daryle L. Parker, Purchasing Manager, at least four (4) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.
- 4.00 **BIDDING PROCEDURE**
- 4.01 Sealed Bids will be addressed to “IMMEDIATE RESPONSE – DEBRIS CLEARING CONTRACT”, Purchasing Division, 305 Chestnut Street -5<sup>th</sup> Floor, PO Box 1810, Wilmington, NC 28401. Deadline for submittal of bids will be 2:00 PM on Tuesday, April 26, 2011. At which time the bid opening and reading will take place in a conference room made available at the Purchasing Division’s Offices at 305 Chestnut Street -5<sup>th</sup> Floor, and be open to the public. A recommendation will be submitted to the City Council no later than the next scheduled meeting of the City Council, following which the selected bidder will be notified. Interested parties are recommended to attend the Pre-bid Conference scheduled for 2:00 PM on Tuesday, April 12, 2011, at the City of Wilmington Council Chambers, City Hall, 102 N. 3<sup>rd</sup> Street, Wilmington, NC 28401.
- 4.02 All bids shall be submitted *in duplicate* on a form identical to the form included with the Bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. *A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.*
- 4.03 The unit Price Bid Sum shall be expressed in figures.
- 4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and shall be considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid not later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. Faxed or E-mailed bids will not be accepted.



**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART II – SCOPE OF WORK**

- 4.07 Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his 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.

**5.00 CONSIDERATION OF BIDS**

- 5.01 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.

- 5.02 Acceptance of Bid (Award): It is the intent of the CITY to award two (2) Contracts; a primary contract to be awarded to the lowest overall responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The CITY shall have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in his judgment is in the CITY'S best interest.

- 5.03 The primary Contractor will be the CITY'S first call for this response phase of operation. The secondary contractor will be called if the primary contractor is not responsive or at the discretion of the CITY when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.

**6.00 INSURANCE REQUIREMENTS**

- 6.01 Insurance Requirements: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and after such insurance, provided by insurers of financial standing acceptable to the CITY, has been approved by the CITY. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by any Sub-contractor to the CONTRACTOR.

- 6.01.1 The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$1,000,000/1,000,000/1,000,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART II – SCOPE OF WORK**

coverage shall be provided by appropriate endorsement to this policy.

- 6.01.2 The CONTRACTOR shall take out and 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 \$3,000,000 per occurrence, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Endorsements #CG 20 33 07 04 and CG 21 37 07 04 naming City of Wilmington as an additional insured under this policy shall be included.
- 6.01.3 The CONTRACTOR shall take out and maintain OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE. The City of Wilmington shall be included as the named insured under this policy. Unless otherwise specified this coverage shall be written providing limits at least in the amount of \$3,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.
- 6.01.4 The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE/VEHICLE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles. Unless otherwise specified, this coverage shall be written providing limits at least in the amount of \$3,000,000, per occurrence, Combined Single Limits.
- 6.01.5 UMBRELLA LIABILITY INSURANCE providing as excess above the underlying COMMERCIAL GENERAL LIABILITY INSURANCE, AUTOMOBILE LIABILITY INSURANCE, EMPLOYERS LIABILITY INSURANCE AND OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE policies required by this contract. This coverage shall provide excess limits at least in the amount of \$5,000,000 per occurrence, combined single limits applicable to claims arising out of bodily injury and/or property damage. The parties named as additional insured under the primary underlying policies are to be included as additional insured under the Umbrella Liability Insurance Coverage.

**CITY OF WILMINGTON**  
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**PART II – SCOPE OF WORK**

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a 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.

**7.00 TIME/COMPLETION SCHEDULE**

7.01 This contract will be for any disaster deemed necessary for enactment of Phase I Debris Clearing by the City Manager, for clearing Vegetative and C&D debris from city property, roads and rights-of-way for the period beginning July 1, 2011 and ending June 30, 2012.

7.02 All dates in this schedule are predicated on a contract being awarded. **CONTRACTOR will begin work within 24 hours of written notice to proceed**, as set forth in Part I, Section 30.00, by fax and followed by regular mail from the Director of Public Services or his designee.

7.03 Completion will be at the discretion of the Director of Public Services or his designee, and there will be no guarantee as to the minimum hours or number of pieces of equipment actually utilized. **However, CONTRACTOR will not exceed 70 working hours following initiation of the contract with out a written change order that specifically identifies the continuance of work to a new defined point of termination.**

**8.00 CERTIFICATES**

8.01 Payment will be made within thirty (30) days after submission of weekly pay applications (invoices). **Payment will be based on actual hours worked at the awarded unit price, idle equipment and idle personnel time will not be evaluated nor paid. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Director of Public Services.**

**9.00 SAFETY**

9.01 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, to include traffic control.

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART II – SCOPE OF WORK**

**10.00 LOCATIONS FOR DISPOSAL**

- 10.01 Roadway debris clearing involves the opening of arterial roads and collector streets by moving debris to the shoulders of the road. **There is no attempt to physically remove or dispose of the debris.**

**11.00 PERFORMANCE REQUIREMENTS**

- 11.01 City of Wilmington'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, 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 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 the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the CITY.

**12.00 TERMINATION BY THE CITY FOR CAUSE:**

- 12.01.1 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;
- b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

- 12.01.2 When any of the above reasons exist, the CITY may without prejudice to any other rights or remedies of the CITY and after giving the CONTRACTOR written notice, terminate employment of the CONTRACTOR and may:

**CITY OF WILMINGTON**  
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**PART II – SCOPE OF WORK**

- a. accept assignment of subcontracts; and
  - b. finish the work by whatever reasonable method the CITY may deem expedient.
- 12.01.3 When the CITY terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.
- 12.01.4 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.
- 12.01.5 This agreement may be terminated without cause by either party with thirty (30) days written notice.
- 12.01.6 Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

**13.00 PERSONNEL**

- 13.01 It is mutually agreed that 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.

**14.00 CONFLICT OF INTEREST**

- 14.01 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 agreement.

**15.00 NON-WAIVER OF RIGHTS**

- 15.01 It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, 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 agreement.

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**PART II – SCOPE OF WORK**

**16.00 FINDINGS CONFIDENTIAL**

16.01 All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement 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 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 agreement of the CITY.

**17.00 ENTIRE AGREEMENT**

17.01 This agreement constitutes the entire understanding of the parties.

**18.00 BINDING EFFECT**

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

**19.00 CONTINUING OBLIGATION**

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

**20.00 REFERENCE**

20.01 Use of the masculine includes feminine and neuter, 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 agreement.

**21.00 INTERPRETATION**

21.01 All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. 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.

**22.00 PREAUDIT**



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**PART II – SCOPE OF WORK**

22.01 This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order No. \_\_\_\_\_ which is incorporated as if fully set out.

**23.00 MINORITY BUSINESS ENTERPRISE (MBE)**

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

23.01 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.

23.02 Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

23.03 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

23.04 Provide technical assistance as needed.

23.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture

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and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

**24.00 IMMUNITY NOT WAIVED**

24.01 This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

**25.00 SAVING CLAUSE**

25.01 If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**26.00 OTHER LAWS AND REGULATIONS**

26.01 CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the

**CITY OF WILMINGTON**  
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future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

**27.00 AMENDMENTS**

27.01 This agreement shall not be modified or otherwise amended except in writing signed by the parties.

**28.00 NON-DISCRIMINATION**

28.01 CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

**29.00 RECORDS RETENTION AND REVIEW**

29.01 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them make available to the City for a period of three (3) years following receipt of final payment for the services referenced herein.

**30.00 WRITTEN NOTICE TO PROCEED**

30.01 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.

**1.00 GENERAL**

1.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The

**CITY OF WILMINGTON**  
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**PART II – SCOPE OF WORK**

CONTRACTOR will be responsible for obtaining all necessary licenses to complete the scope of work. The City of Wilmington will obtain any Right of Entry required to complete the “Scope of Work”.

- 1.02 Performance: The quality, of workmanship concerning the clearing of Vegetative and C&D Debris must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

- 2.01 City of Wilmington will identify critical routes and facilities that are essential to emergency operations and resumption of critical services and prioritize routes and facilities to be cleared.
- 2.02 A daily meeting will be required between CONTRACTOR and the Public Services Director, or his designee. In this meeting a written report is required from the CONTRACTOR on the current status of clearing efforts, location of crews, identifying any problems, and the anticipated completion of clearance of the critical route(s)/facilities assigned. This meeting will be the basis for determining the next route(s) and/or facility(s) to be cleared with the ultimate the goal of completing clearing of all critical route(s) and/or facility(s) and terminating the Immediate Response Debris Clearing efforts.
- 2.03 CONTRACTOR will clear the identified critical route(s)/facilities by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris, only to clear key access routes.
- 2.04 Special crews equipped with chain saws may be required to cut up downed trees. This activity is hazardous, and common sense safety considerations are necessary to reduce the chance of injury and possible loss of life.
- 2.05 When electric lines are involved, work crews must coordinate with local utility companies to insure that power lines are de-energized for safety reasons.
- 2.06 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART II – SCOPE OF WORK**

**3.00 UNIT PRICE SCHEDULE**

The contract will be for payment on time of use price basis for clearing critical route(s)/facilities by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris, only to clear key access routes. Equipment rates will include qualified operator. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. Only hours of actual work will qualify for payment; no equipment maintenance time, no idle equipment time or idle personnel time will be evaluated or reimbursed. No minimum or maximum quantity of equipment or hours of operation is implied or inferred by this contract.

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART III – FORM OF PROPOSAL**

TO: Mr. Daryle L. Parker, Purchasing Manager  
 City of Wilmington  
 P.O. Box 1810  
 305 Chestnut Street -5<sup>th</sup> Floor  
 Wilmington, NC 28401

DATE: 22 APR 11

FROM: **STORM RECONSTRUCTION SERVICES, INC**  
 (Bidder/CONTRACTOR)

PHONE: (251) 445-5500

ADDRESS: 444 W. I-65 Service Rd. S.  
Mobile, AL 36653

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, **CITY OF WILMINGTON – IMMEDIATE RESPONSE – DEBRIS CLEARING** dated March 15, 2011 including the following addenda:

ADDENDUM # \_\_\_\_\_

DATED: \_\_\_\_\_

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents for the following unit price amounts.

Equipment with Operator(s)

<u># Units Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
20	Single Axle Dump Truck, 6-10 cy capacity, w/ Operator	45. <sup>00</sup>
20	Tandem Dump Truck, 12-18 cy capacity, w/ Operator	65. <sup>00</sup>
20	Tri-axle Dump Truck, 19-25 cy capacity, w/ Operator	75. <sup>00</sup>



**CITY OF WILMINGTON**  
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**PART III – FORM OF PROPOSAL**

<u># Units Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
20	Tractor Trailer Dump Truck, 26+ cy capacity, w/ Operator	\$135. <sup>00</sup>
12	Knuckleboom (wheeled), 10 ton lifting capacity, w/ Operator	\$140. <sup>00</sup>
20	Excavator (wheeled), Hydraulic, 1-2 cy bucket, w/ Operator	\$110. <sup>00</sup>
20	Excavator (wheeled), Hydraulic, 2-3 cy bucket, w/ Operator	\$119. <sup>00</sup>
20	Backhoe (wheeled, to include Skid Steers/Bobcats), with loader, 1cy bucket, w/ Operator	\$50. <sup>00</sup>
20	Backhoe (wheeled), with loader, 1.5cy bucket, w/ Operator	\$60. <sup>00</sup>
20	Front-end loader (wheeled), 1.5 – 3 cy bucket, w/ Operator	\$90. <sup>00</sup>
20	Front-end loader (wheeled), 3 - 4 cy bucket, w/ Operator	\$90. <sup>00</sup>
20	Chainsaw, not less than 16" bar, w/ Operator	\$30. <sup>00</sup>

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART III – FORM OF PROPOSAL**

# Units  
Available

100

Type Equipment/Description

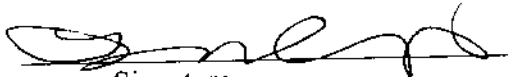
Laborer, with hand tools (i.e. shovels,  
axes, rakes, traffic control flags, etc.)

Hourly Rate/Unit

\$24.00

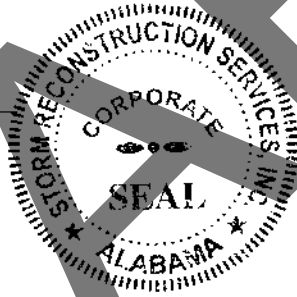
**STORM RECONSTRUCTION SERVICES, INC.**

Company Name

  
Signature

PRESIDENT  
Chairman  
Title

AL  
State of Incorporation



(Corporate Seal)

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE - DEBRIS CLEARING**


**PART IV - STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated March 15, 2011, have been read and understood.

The bidder hereby provides assurance that the Firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

**STORM RECONSTRUCTION SERVICES, INC.**  
Name of Firm

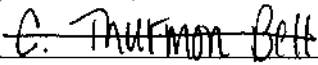
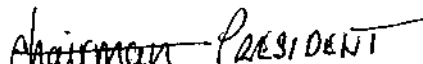
  
Signature

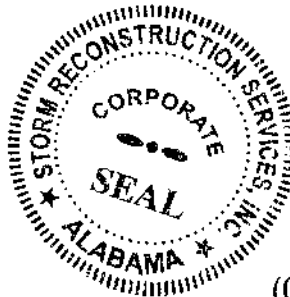
22 APR 11  
Date

1444 W. I-65 Service Rd. S.  
Mobile AL 36693  
Address of Firm

(251) 445-5500  
Telephone Number

AL  
State of Incorporation

Ron Crump  
  
Name of Firm Representative  
  
Chairman  
Title



(Corporate Seal)

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART IV – STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**AFFIDAVIT AND CERTIFICATE OF  
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION**

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART IV – STATEMENT OF ASSURANCES & COMPLIANCE**

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the 2nd day of April, 2011.

Name of Company **STORM RECONSTRUCTION SERVICES, INC**

BY: [Signature]  
(Owner, Partner, or Corporate President Vice President or Assistant Vice President only)

ATTEST:

[Signature]

(Secretary, Assistant Secretary,  
Cashier or Assistant Cashier only)



STATE OF Alabama

COUNTY OF Mobile

I, Anna H. Kelly, a Notary Public, certify that  
(Name)  
Jerry M. Silverstein personally came  
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is Sec/treasurer  
(Secretary, Assist. Sec.,

of **STORM RECONSTRUCTION SERVICES, INC.**, a  
Cashier, Assist. Cashier) (Name of Corporation)

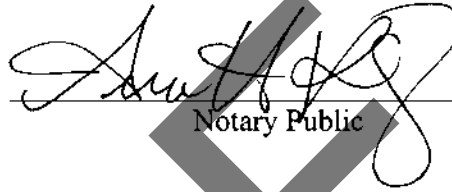
corporation, and that by authority duly given and as the act of the corporation, the

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART IV – STATEMENT OF ASSURANCES &  
COMPLIANCE**

foregoing Affidavit was signed in its name by its chairman,  
(President, Vice President, Assist. Vice President)  
sealed with its corporate seal, and attest by himself (or herself) as its  
Sec/treasurer  
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the 22nd day of  
April, 20 11.

  
Notary Public

My Commission Expires:

My Commission Expires 04/02/13

(SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)



**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART V – EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

BY: \_\_\_\_\_

Sterling Cheatham, City Manager

ATTEST:

\_\_\_\_\_  
Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Carolyn Johnson, City Attorney

CITY ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the 14 day of July, 20 11.

\_\_\_\_\_  
Debra Mack, Finance Officer

Purchase Orders will be created at time of need.

Name of Company: STORM RECONSTRUCTION SERVICES, INC

ATTEST:

\_\_\_\_\_  
Lynn S. Davis

\_\_\_\_\_  
Secretary, Assistant Secretary,  
Trust Officer

BY: \_\_\_\_\_

\_\_\_\_\_  
President, Vice President, Assistant  
Vice President



**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE - DEBRIS CLEARING**

**PART V - EXECUTION OF AGREEMENT**

STATE OF Alabama

COUNTY OF Mobile

I, Anna H. Kelly, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. Jerry M. Silverstein personally came before me this day and acknowledged that he (she) is the Sec/Treasurer of Storm Construction Services a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. C Thurman Bell, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Anna H. Kelly  
Notary Public

My commission expires: \_\_\_\_\_

My Commission Expires 04/02/13

(SEAL)

**CITY OF WILMINGTON**  
**IMMEDIATE RESPONSE – DEBRIS CLEARING**

**PART VI – ATTACHMENTS**

INSURANCE CERTIFICATES

(Staple Insurance Certificates as required  
under Part I, Section 6.00 to this sheet)

DRAFT

Client#: 8741

STORRECOSER

ACORD<sub>TM</sub>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Commercial Lines- 800-489-0105  
Palomar Insurance Corporation  
4525 Executive Park Drive, Ste 202  
Montgomery, AL 36116

CONTACT NAME: Ivy Crumpton  
PHONE (A/C, No, Ext): 334 270-0105 FAX (A/C, No): 334 323-0559  
E-MAIL ADDRESS: ivyc@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Specialty Insurance Compan	21199
INSURER B: American Guarantee and Liabilit	26247
INSURER C: Alabama Trucking Association	
INSURER D: Midwest Employers Casualty Co.	23612
INSURER E: Employers Mutual Casualty Compa	21415
INSURER F:	

INSURED  
Storm Reconstruction Services, Inc.  
1444 W. I-65 Service Rd., S.  
Mobile, AL 36693

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BINDER66332         3X85946	04/01/2011	04/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		BINDER66340	04/01/2011	04/01/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	00300WCATASTRC2011	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Workers Comp		PCLA126094	01/01/2011	01/01/2012	\$1,000,000 Per Accident \$1,000,000 Per Employee \$1,000,000 Policy Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as an Additional Insured as respects to General Liability and Auto Liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Wilmington  
Purchasing Division  
305 Chestnut St, 5th Floor  
Wilmington, NC 28401-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Todd Johnson*

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**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**NOTICE**

Upon receiving this proposal by internet, email [lori.colon@wilmingtonnc.gov](mailto:lori.colon@wilmingtonnc.gov) to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

STATE OF NORTH CAROLINA

CONTRACT NO:

NEW HANOVER COUNTY

**S12 -0411.2**

**CONTRACT FOR SERVICES**

THIS CONTRACT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a Municipal Corporation located in New Hanover County (hereinafter called "CITY"); and

\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, with its principal office in \_\_\_\_\_ (hereinafter called "CONTRACTOR").

**W I T N E S S E T H:**

1. **Purpose**

The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached documents consisting of, but not limited to: Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Scope of Work, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

**1.00 DEFINITIONS**

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 Phase II Debris Removal and Disposal is to include gathering, loading, hauling and disposal of Vegetative Debris from roads, rights-of-way and designated Public Property within the incorporated limits of the City. In addition, Phase II Debris Removal and Disposal is to include gathering, loading, hauling C&D Debris (Construction and Demolition) from roads, rights-of-way and designated Public Property within the incorporated limits of the City to the destination facility named in Part I, Section 10.01 of this document.

**2.00 BIDDER REPRESENTATIVES**

- 2.01 Each Bidder by making his Bid represents that:
  - A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
  - B. Bidder has visited the disposal sites, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
  - C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.



**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.

**3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.01 Bidders shall promptly notify Mr. Daryle L. Parker, Purchasing Manager, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.

3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach Mr. Daryle L. Parker, Purchasing Manager, at least four (4) calendar days prior to the date for receipt of bids.

3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.

**4.00 BIDDING PROCEDURE**

4.01 Sealed bids will be addressed to “***PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT***”, Purchasing Division, 305 Chestnut Street – 5<sup>th</sup> Floor, PO Box 1810, Wilmington, NC 28401. Deadline for submittal of bids will be 2:00 PM on Tuesday, April 26, 2011. At which time the bid opening and reading will take place in a conference room made available at the Purchasing Division’s Offices at 305 Chestnut Street – 5<sup>th</sup> Floor, and be open to the public. A recommendation will be submitted to the City Council no later than the next scheduled meeting of the City Council, following which the selected bidder will be notified.

4.02 All bids shall be submitted *in duplicate* on a form identical to the form included with the Bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. ***A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.***

4.03 The unit Price Bid Sum shall be expressed in figures.

4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

- 4.05 Failure to submit a Bid in the form requested 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 Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid no later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. Faxed or E-mailed bids will not be accepted.
- 4.07 Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his 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.
- 4.08 A mandatory pre-bid conference is scheduled for 2:00 PM on Tuesday, April 12, 2011, at the City of Wilmington Council Chambers, City Hall, 102 N. 3<sup>rd</sup> Street, Wilmington, NC 28401.
- 5.00 **CONSIDERATION OF BIDS**
- 5.01 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.
- 5.02 Acceptance of Bid (Award): It is the intent of the CITY to award two (2) Contracts; a primary contract to be awarded to the lowest overall responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The CITY shall have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in his judgment is in the CITY'S best interest.
- 5.03 The primary Contractor will be the CITY'S first call for this recovery phase of operation. The secondary contractor will be called if the primary contractor is not responsive or at the discretion of the CITY when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.
- 5.04 If there are no bidders that are clearly lowest on both scopes of work in the Form of Proposal, lowest overall and 2<sup>nd</sup> lowest overall will be determined by estimated total cost for debris removal utilizing USACE Category 3 estimated event scenario... for the City of Wilmington, this has been calculated as having C&D

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

generation of 624,000 cy, Vegetative Debris generation of 936,000 cy. However, this does not imply a minimum or maximum quantity for the award.

**6.00 INSURANCE REQUIREMENTS**

6.01 Insurance Requirements: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and after such insurance, provided by insurers of financial standing acceptable to the CITY, has been approved by the CITY. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by any Sub-contractor to the CONTRACTOR.

6.01.1 The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$1,000,000/1,000,000/1,000,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

6.01.2 The CONTRACTOR shall take out and 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 \$3,000,000 per occurrence, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Endorsements #CG 20 33 07 04 and CG 21 37 07 04 naming City of Wilmington as an additional insured under this policy shall be included.

6.01.3 The CONTRACTOR shall take out and maintain OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE. The City of Wilmington shall be included as the named insured under this policy. Unless

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

otherwise specified this coverage shall be written providing limits at least in the amount of \$3,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

6.01.4 The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE/VEHICLE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles. Unless otherwise specified, this coverage shall be written providing limits at least in the amount of \$3,000,000, per occurrence, Combined Single Limits.

6.01.5 UMBRELLA LIABILITY INSURANCE providing as excess above the underlying COMMERCIAL GENERAL LIABILITY INSURANCE, AUTOMOBILE LIABILITY INSURANCE, EMPLOYERS LIABILITY INSURANCE AND OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE policies required by this contract. This coverage shall provide excess limits at least in the amount of \$5,000,000 per occurrence, combined single limits applicable to claims arising out of bodily injury and/or property damage. The parties named as additional insured under the primary underlying policies are to be included as additional insured under the Umbrella Liability Insurance Coverage.

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a 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.

**7.00 TIME/COMPLETION SCHEDULE**

7.01 This contract will be valid for the period beginning July 1, 2011 and ending June 30, 2012. All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste. **CONTRACTOR will begin Phase II – C&D Debris Removal and Vegetative Debris Removal and Disposal within 24 hours of written notice to proceed**, as set forth in Part I, Section 31.00, by fax and followed by regular mail from the Director of Public Services or his designee.

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
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**PART I – INSTRUCTIONS TO BIDDERS**

7.02 The CONTRACTOR is to work a minimum of 6 days per week, 10 hours per day as practicable until the project is deemed complete as determined by the Director of Public Services or his designee.

**8.00 CERTIFICATES**

8.01 Payment will be made within thirty (30) days after submission of weekly pay applications (invoices). *Payment will be based on volume as determined by the City or it's designate. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Superintendent of Solid Waste.*

**9.00 SAFETY**

9.01 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 include traffic control.

**10.00 LOCATIONS FOR DISPOSAL**

10.01 Currently, New Hanover County advises that all C&D from a large magnitude disaster be taken to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. Bidders should anticipate maximum haul round trip of 180 miles, the average round trip would be less than 160 miles. Vegetative Debris disposal location is the responsibility of the removal and disposal contractor. However, a location must be made available for the monitoring contractor to view each load of Vegetative Debris destined for disposal.

**11.00 PERFORMANCE REQUIREMENTS**

**11.01 Performance and Payment Bond:**

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in an aggregate amount on One Million Dollars (\$1,000,000.00) throughout the contract execution period, when the Director of Public Services requests initiation of this Phase II Debris Removal/Disposal Contract, until such time as the scope of work contained in this contract is completed as determined by the Director of Public Services.

These bonds shall remain in effect at least one (1) year after the date when final

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
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**PART I – INSTRUCTIONS TO BIDDERS**

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 North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in NCGS 44A-33, without any variations therefrom.

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

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

**11.02 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 within a two-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In the event the City sends written notice of the same contract deficiency on two or more occasions, regardless if the contractor corrects such deficiencies, the City may without prejudice to other remedies, may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due 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 the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the City.

**12.00 TERMINATION BY THE CITY FOR CAUSE:**

**12.01.1 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;



**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
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**PART I – INSTRUCTIONS TO BIDDERS**

- b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;
  - c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 12.01.2 When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, two days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:
- a. accept assignment of subcontracts; and
  - b. finish the work by whatever reasonable method the City may deem expedient.
- 12.01.3 When the City terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.
- 12.01.4 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.
- 12.01.5 This agreement may be terminated without cause by either party with thirty (30) days written notice.
- 12.01.6 Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

**13.00 ESTIMATED QUANTITIES**

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

- 13.01 The CITY makes no guarantee as to the quantities the CONTRACTOR will actually remove or dispose.
- 13.02 The CITY provides solid waste services (household refuse and vegetative debris) to solid waste customers within the municipality and in the event of the activation of this CONTRACT will continue to provide these services and reserves the right to augment the solid waste management department with other departments of the CITY.
- 13.03 Through conversation and memorandum of agreement with North Carolina Department of Transportation (NCDOT), NCDOT will be the responsible party for the removal of vegetative and sand debris from Federal and State Highways, and Federal Aid Secondary Routes. A list of these routes will be made available to the contractor following formal agreement of responsibility with NCDOT.
- 13.04 Through conversation and memorandum of agreement with North Carolina Department of Transportation (NCDOT), the City of Wilmington will be the responsible party for the removal of construction and demolition debris (C&D) from Federal and State Highways, and Federal Aid Secondary Routes. A list of these routes will be made available to the contractor following formal agreement of responsibility with NCDOT.

**14.00 PERSONNEL**

It is mutually agreed that 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.

**15.00 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 agreement.

**16.00 NON-WAIVER OF RIGHTS**

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, 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 agreement.

**17.00 FINDINGS CONFIDENTIAL**

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement 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 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 agreement of the CITY.

**18.00 ENTIRE AGREEMENT**

This agreement constitutes the entire understanding of the parties.

**19.00 BINDING EFFECT**

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

**20.00 CONTINUING OBLIGATION**

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

**21.00 REFERENCE**

Use of the masculine includes feminine and neuter, 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 agreement.

**22.00 INTERPRETATION**

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. 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.

**23.00 PREAUDIT**

This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

No. \_\_\_\_\_ which is incorporated as if fully set out.

**24.00 MINORITY BUSINESS ENTERPRISE (MBE)**

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- 24.01 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- 24.02 Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- 24.03 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- 24.04 Provide technical assistance as needed.
- 24.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian

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subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

**25.00 IMMUNITY NOT WAIVED**

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

**26.00 SAVING CLAUSE**

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**27.00 OTHER LAWS AND REGULATIONS**

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued

**CITY OF WILMINGTON**

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**PART I – INSTRUCTIONS TO BIDDERS**

thereunder.

**28.00 AMENDMENTS**

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

**29.00 NON-DISCRIMINATION**

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

**30.00 RECORDS RETENTION AND REVIEW**

30.01 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them make available to the City for a period of three (3) years following receipt of final payment for the services referenced herein.

**31.00 WRITTEN NOTICE TO PROCEED**

31.01 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.

**32.00 QUALIFICATIONS OF CONTRACTOR**

32.01 CONTRACTOR will be required to provide proof of previous experience performing Debris Removal Services as the prime CONTRACTOR for a single contract equal to or greater than 100,000 cy of Debris.



**CITY OF WILMINGTON**

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**PART I – INSTRUCTIONS TO BIDDERS**

32.02 As part of proposal submission and due at deadline of submittal (see Part I, Instructions to Bidders, 4.01); CONTRACTOR(s) will provide additional documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

32.02.1 Most recent completed Annual Financial Report

32.02.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report

32.02.3 Surety Company Name, Contact Name and telephone #

32.02.4 Listing of Sureties Secured the past 5 years and amounts

32.02.5 Insurance Company Name, Contact Name and telephone #

32.02.6 Debris Removal Experience (one of which must be in excess of 100,000 cy as the Prime Contractor) the past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s

32.02.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s

32.02.8 List of Company Owned Equipment available to service the City of Wilmington Debris Removal / Disposal Contact

32.02.9 List of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the City of Wilmington Debris Removal / Disposal Contact with Contact Name and telephone #'s

32.02.10 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to curbside debris removal operations.

32.02.11 Method to be used in management and disposal of Vegetative Debris removed

32.02.12 If CONTRACTOR intends to operate Debris Management Sites (DMS) previously called Temporary Debris Management and Reduction Sites (TDRS) that are not commercial permitted facilities, CONTRACTOR is required to submit a Debris Management Site Plan to include a Site Health & Safety Plan with training schedule and Environmental Management and Monitoring Plan identifying baseline data for each location and

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
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**PART I – INSTRUCTIONS TO BIDDERS**

ingress/egress for sites. CONTRACTOR will be solely responsible for obtaining permit(s) and/or variance(s) from NC Department of Environment and Natural Resources, Solid Waste Division of the facility and provide documentation to the CITY prior to any use of the DMS facility.

DRAFT

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART II – SCOPE OF WORK**

**1.00 GENERAL**

- 1.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary permits and licenses to complete the scope of work. The City of Wilmington will obtain any Right of Entry required to complete the “Scope of Work”.
- 1.02 Performance: The quality of workmanship concerning the removal of C&D Debris and the removal and disposal of Vegetative Debris must reflect professional work and conduct.

**2.00 SCOPE OF WORK**

- Phase I of Debris Removal will be the immediate debris clearing from roads and major thoroughfares to reestablish Emergency Services and Vehicle Access. The City of Wilmington’s own work forces and separate contracts will be issued to complete Phase I of Debris Removal. Following the determination that Phase I Debris Removal has been completed or determined unnecessary, the **City of Wilmington** will enact Phase II of C&D Debris Removal and Vegetative Debris Removal and Disposal by written notice to proceed to the CONTRACTOR as set forth in Part I, Section 31.00, by fax and followed by regular mail from the Director of Public Services or his designate. This contract and associated scope of work in this request for proposal of services is exclusively for Phase II - C&D Debris Removal and Vegetative Debris removal and disposal.
- 2.01 CONTRACTOR will gather, load and haul C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the City to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, NC. Bidders should anticipate maximum haul round trip of 180 miles, the average round trip would be less than 160 miles.
- 2.02 CONTRACTOR will **gather, load, haul and dispose** of Vegetative Debris (including containerized or bagged vegetative debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the City.
- 2.03 The CONTRACTOR **will not enter** or remove debris from **private property**.
- 2.04 The CONTRACTOR will make all efforts not to mix vegetative with C&D debris. If a pile is determined significantly mixed, the CONTRACTOR will notify the debris monitor and skip said pile until a decision is made on its proper

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART II – SCOPE OF WORK**

management. *White goods will be left for disposal by the City's Solid Waste Department.*

- 2.05 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.
- 2.06 Contractor will provide 12 crews at minimum to complete the scope of services described in this section. The minimum work force, 12 crews, must be in full force within five (5) days of written notice to proceed, as set forth in Part I, Section 31.00. A 12 crew minimum work force will be required throughout the contract unless a reduction is authorized in writing by the Director of Public Services or his designate.
- 2.07 A crew must gather, load, haul and dispose a minimum of 250 cy of debris per work day.
- 2.08 Following completion of debris removal from major thoroughfares, CONTRACTOR'S complete workforce will be assigned district debris removal from the city's six (6) districts. Two (2) crews will be assigned in each district at minimum. One crew in each district must utilize mechanical loading.
- 2.09 Per FEMA Regional Guidance # R4-RR-PA-07-07-05-03, Use of Hand Loaded Trailers and Trucks will be reduced by 50% of the observed capacity at the debris disposal site or staging location. This guidance is enforced because of the low compaction rate achieved by hand loading.

**3.00 UNIT PRICE SCHEDULE**

The contract will be for payment on a unit price basis and firm throughout the contract period. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. No minimum or maximum quantity is implied or inferred by this contract.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, NC. Bidders should anticipate maximum haul round trip of 180 miles, the average round trip would be less than 160 miles.

Unit of Measurement: Cubic Yard

**CITY OF WILMINGTON**

**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE  
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**PART II – SCOPE OF WORK**

Unit price No. 2

Gather, load, haul and dispose of vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits.

Unit of Measurement: Cubic Yard

DRAFT

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART III - FORM OF PROPOSAL**

TO: Mr. Daryle L. Parker, Purchasing Manager  
City of Wilmington  
P.O. Box 1810  
305 Chestnut Street - 5<sup>th</sup> Floor  
Wilmington, NC 28401

DATE: 4/25/2011 FROM: BAMACO, Inc.  
(Bidder/Contractor)  
PHONE: 386-586-1281 ADDRESS: 6869 West HWY 100  
Bunnell, FL 32110

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF WILMINGTON - PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT*** dated March 22, 2011 including the following addenda:

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits of the City of Wilmington to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, NC. Bidders should anticipate maximum haul round trip of 180 miles, the average round trip would be less than 160 miles.

1) Unit Price No. 1 \$ 8.41 /cubic yard



**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART III - FORM OF PROPOSAL**

Unit price No. 2

Gather, load, haul and dispose of vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits of the City of Wilmington.

2) Unit Price No. 2 \$ 7.41 cubic yard

BAMACO, Inc.  
Company Name

[Signature]  
Signature

President  
Title

FLORIDA  
State of Incorporation

(Corporate Seal)

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART IV - STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated March 22, 2011, have been read and understood.

The bidder hereby provides assurance that the Firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted; and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

BAMACO, Inc. Robert M. Mitchell  
Name of Firm Name of Firm Representative  
[Signature] [Signature]  
Signature Title  
4/25/2011  
Date  
6869 West HWY 100  
Bunnell, FL 32110  
Address of Firm  
386-586-1281  
Telephone Number  
FLORIDA  
State of Incorporation

(Corporate Seal)

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART IV – STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

STATE OF FLORIDA

COUNTY OF FLAGLER

**AFFIDAVIT AND CERTIFICATE OF  
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION**

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART IV - STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

5. Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 4. of this certification; and

6. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and

7. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

8. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the 25th day of April, 20 11.

COMPANY NAME BAMACO, Inc.

BY: [Signature]

(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST:

[Signature]  
(Secretary, Assistant Secretary,  
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

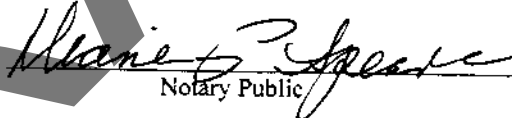
**PART IV - STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

STATE OF FLORIDA

COUNTY OF FLAGLER

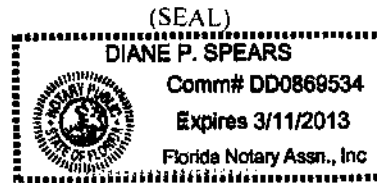
I, \_\_\_\_\_, a Notary Public, certify that  
(Name)  
Debbie Lewis personally came  
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)  
before me this day and acknowledged that he (she) is Treasurer  
(Secretary, Assist. Sec.,  
Cashier, Assist. Cashier) of BAMACO, Inc., a  
(Name of Corporation)  
corporation, and that by authority duly given and as the act of the corporation, the  
foregoing Affidavit was signed in its name by its President  
(President, Vice President, Assist. Vice President)  
sealed with its corporate seal, and attest by himself (or herself) as its  
Treasurer  
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the 24th day of  
April, 20 11.

  
Notary Public

My Commission Expires:

3-11-2013



(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

BY: \_\_\_\_\_

Sterling Cheatham, City Manager

ATTEST: \_\_\_\_\_

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

Carolyn Johnson, City Attorney

**CITY ACCOUNTANT'S CERTIFICATION**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the 14 day of July, 20 11.

Debra Mack, Finance Officer

Purchase Orders will be created at time of need.

Name of Company: Bamaco, Inc.

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

President, Vice President, Assistant  
Vice President

Eva Richardson  
Secretary, Assistant Secretary,  
Trust Officer

(CORPORATE SEAL)



**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

STATE OF FLORIDA

COUNTY OF FLAGLER

I, Diane Spears, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. Eva Richardson personally came before me this day and acknowledged that he (she) is the Asst. Secretary of Bamaco, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. Robert M. Mitchell, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the 17th day of June, 2011.

Diane P. Spears  
Notary Public

My commission expires: 3-11-2013

(SEAL)



**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

PERFORMANCE BOND

CITY OF WILMINGTON, NORTH CAROLINA

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

BOND DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the CITY OF WILMINGTON, NORTH CAROLINA, hereinafter called the CITY, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the CITY, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the CITY, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void, otherwise to remain in full force and virtue.

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

\_\_\_\_\_  
Secretary

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

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

SURETY: \_\_\_\_\_

WITNESS:

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

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

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

PAYMENT BOND

CITY OF WILMINGTON, NORTH CAROLINA

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

BOND DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the CITY OF WILMINGTON, NORTH CAROLINA, hereinafter called the CITY, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the CITY, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

\_\_\_\_\_  
Secretary

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

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

SURETY: \_\_\_\_\_

WITNESS:

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

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

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

(TO BE EXECUTED ON BEHALF OF SURETY AGENT)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, Notary Public of the State of \_\_\_\_\_, in and for the County of \_\_\_\_\_, duly commissioned and qualified came \_\_\_\_\_, to me personally known, and to me personally known to be the individual who executed the foregoing Payment Bond and Performance Bond: Pages 28, 29, 30, and 31, and he acknowledges the execution of the same, and being by me duly sworn deposes and says that he has Power-of-Attorney from \_\_\_\_\_, with their principal offices at \_\_\_\_\_, to execute the preceding instruments in the amount specified in the Payment Bond and Performance Bond on their behalf, that his signature was duly affixed and he subscribed to the said Payment Bond and Performance Bond by authority and direction of said corporation.

IN WITNESS, I have hereunto set my hand and affixed my official seal at the City of \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
(SEAL)



**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART VII – ATTACHMENTS**

POWER OF ATTORNEY

DOCUMENTS

(Attached hereto original or validated documents which give to individual who signed Contract Bond Power of Attorney for Surety)

DRAFT

**CITY OF WILMINGTON**  
**PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE**  
**DEBRIS REMOVAL AND DISPOSAL CONTRACT**

**PART VII – ATTACHMENTS**

INSURANCE CERTIFICATES

(Staple Insurance Certificates as required under Part I, Section 6.01 – 6.05 to this sheet)

DRAFT



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)  
03/15/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Matthew Bosang		<b>386-252-9601</b>  <b>386-239-6729</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext.):</b> <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> <b>BAMAC-1</b>														
<b>INSURED</b> <b>BAMACO, INC</b> <b>6869 WEST HIGHWAY 100</b> <b>BUNNELL, FL 32110</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A: Starr Indemnity &amp; Liability Co</b></td> <td><b>38318</b></td> </tr> <tr> <td><b>INSURER B: Landmark American Insurance Co</b></td> <td><b>33138</b></td> </tr> <tr> <td><b>INSURER C: Commerce &amp; Industry Ins Co</b></td> <td><b>19410</b></td> </tr> <tr> <td><b>INSURER D: Lloyd's of London</b></td> <td></td> </tr> <tr> <td><b>INSURER E: Auto Owners Insurance Co.</b></td> <td><b>18988</b></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A: Starr Indemnity &amp; Liability Co</b>	<b>38318</b>	<b>INSURER B: Landmark American Insurance Co</b>	<b>33138</b>	<b>INSURER C: Commerce &amp; Industry Ins Co</b>	<b>19410</b>	<b>INSURER D: Lloyd's of London</b>		<b>INSURER E: Auto Owners Insurance Co.</b>	<b>18988</b>	<b>INSURER F:</b>	
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## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	SIPG-GL00034-00	12/01/10	12/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4696258801	09/22/10	09/22/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NONE		LHA054963	12/15/10	12/01/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC009798267	09/09/10	09/09/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION LIAB		PGIARK0042700	06/11/10	06/11/11	LIMIT \$1MM/\$2MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 POLLUTION LIABILITY POLICY INCLUDES \$1,000,000 ASBESTOS ABATEMENT LIABILITY.

CITY OF CORAL SPRINGS IS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF WILMINGTON  
 PURCHASING DIVISION  
 320 CHESTNUT ST POB 1810  
 WILMINGTON NC 28401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Finance**

Purchasing Division  
305 Chestnut Street, 5<sup>th</sup> Floor  
Post Office Box 1810  
Wilmington, NC 28402-1810

910 341-7830  
910 341-7842 fax  
wilmingtonnc.gov  
Dial 711 TTY/Voice



September 23, 2010

Mr. Barry Johnson  
Johnson Environmental & Disaster Consulting Services  
429 Camway Dr.  
Wilmington, NC 28403

**RE: Contract for Debris Project Management and Debris Monitoring Services**  
**Contract Number: S6-0810**

Dear Mr. Johnson,

Enclosed is an executed contract for the referenced project.

This contract, having been completely executed, is your authority to begin work in accordance with the agreement.

We appreciate your cooperation in executing this contract.

Sincerely,

A handwritten signature in black ink, reading "Daryle Parker".

Daryle L. Parker, Purchasing Manager  
Purchasing Division

DLP/rhw

Enclosure

Cc: Bill Reed, Public Services – Solid Waster Superintendent



# JOHNSON ENVIRONMENTAL & DISASTER CONSULTING SERVICES

429 CAMWAY DR. • WILMINGTON, NC 28403

PH (910) 791-9361 • FAX (910) 796-9918

E-MAIL: mail@johnsonenv.com



Jul 1, 2010

VIA E-MAIL: bill.reed@wilmingtonnc.gov, Hardcopy follows via US Mail

Mr. Bill Reed, Solid Waste Superintendent  
City of Wilmington  
PO Box 1810  
Wilmington, NC 28402

**RE: CONTRACT FOR DEBRIS PROJECT MANAGEMENT AND  
DEBRIS MONITORING SERVICES**

**Dear Mr. Reed:**

Following our recent conversation and your request for proposal of continued services to assist the *City of Wilmington* with disaster debris monitoring, I submit this document for consideration.

Johnson Environmental & Disaster Consulting Services will provide disaster debris monitoring services to the *City of Wilmington*. Assistance will include any or all parts of Disaster Debris Monitoring, i.e. measuring debris trucks, monitor contractor loading operations, preparing daily monitoring records, entering all loads into a master database and maintaining these records, preparing recommendations and evaluations of contractors work product at site locations, and preparing reports with total volumes to compare contractor invoicing and/or used as the local governments agent in determining proper volume for contractor invoicing.

The following will be completed by Johnson Environmental & Disaster Consulting Services on a time and materials basis at the rates below plus expenses for the period beginning July 1, 2010 and ending June 30, 2012. These rates are adjusted annually utilizing the most recent Federal SSA - COLA annual increase (5.8%), also if necessary a reasonable escalation may be requested and mutually agreed to based on unforeseen mechanisms.

<u>POSITIONS</u>	<u>HOURLY RATES (ending 6-30-11)</u>	<u>HOURLY RATES (ending 6-30-12)</u>
Project Manager	<u>\$90.00</u>	<u>\$95.00</u>
Operations Manager	<u>\$90.00</u>	<u>\$95.00</u>

1 of 4

**CONTRACT FOR DEBRIS PROJECT MANAGEMENT AND  
DEBRIS MONITORING SERVICES**

page 2

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATES (ending 6-30-11)</u></b>	<b><u>HOURLY RATES (ending 6-30-12)</u></b>
GIS Analyst	<u>\$63.00</u>	<u>\$67.00</u>
Environmental Specialist	<u>\$63.00</u>	<u>\$67.00</u>
Field Supervisor	<u>\$58.00</u>	<u>\$61.00</u>
Scheduler/Expeditor	<u>\$58.00</u>	<u>\$61.00</u>
Load Ticket Data Entry Clerks (QA/QC)	<u>\$37.00</u>	<u>\$39.00</u>
Billing/Invoice Analysts	<u>\$37.00</u>	<u>\$39.00</u>
Administrative Assistants	<u>\$37.00</u>	<u>\$39.00</u>
Debris Site/Tower Monitors	<u>\$31.75</u>	<u>\$33.60</u>
Field Monitors (Crew Monitors)	<u>\$31.75</u>	<u>\$33.60</u>

All positions described above may not be necessary for providing Debris Monitoring Services needed under your current debris contract, however rates have been provided if the need arises for a specific job description. Expenses include but are not limited to: travel, printing, materials, tower construction, rented equipment (lift trucks, portable toilets, etc.) long distance charges, and other associated costs that are specific to this contract. If the proposal is accepted, Johnson Environmental & Disaster Consulting Services will allocate services at a mutually agreed upon time to this project. A project status report will be provided with an invoice on a biweekly basis, with payment due within 30 days of receipt, with late fees assessed at the rate of 1.5% per month on uncollected balance.



**CONTRACT FOR DEBRIS PROJECT MANAGEMENT AND  
DEBRIS MONITORING SERVICES**

page 3

Please feel free to contact me to discuss this proposal at (910) 791-9361, and I look forward to providing continued services to the *City of Wilmington*..

Sincerely,

*Barry L. Johnson*

Barry L. Johnson, Principal

Enclosures:

Acceptance of Proposal and Conditions:

*[Signature]*  
\_\_\_\_\_  
Signature

*10/2/10*  
\_\_\_\_\_  
Date

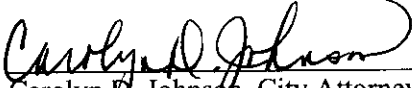
*Deputy*

City Manager

\_\_\_\_\_  
Title

Please fax proposal acceptance to (910) 796-9918

APPROVED AS TO FORM:

  
Carolyn D. Johnson, City Attorney

CITY ACCOUNTANT'S CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government

Budget and Fiscal Control Act this the 12 day of Aug, 2010

  
Debra H. Mack, Finance Director

Project No. Created at time of Event  
Account No. Created at time of Event  
Amount: \$



- Land Clearing
- Grinding
- Soil Screening
- Vegetative Drop-Off
- Mulch & Topsoil

April 12, 2011

City of Wilmington  
New Hanover County  
NC Department of Transportation  
C/O Barry Johnson, Johnson Environmental

To: Barry Johnson

Please accept this letter as our official bid for vegetative debris services that may be needed. We hereby submit a bid of \$5.50 per cubic yard for accepting vegetative debris from of the City of Wilmington, New Hanover County and NC Department of Transportation.

Let me know if you have any questions or if we can be of service to you.

Sincerely,

Rebekah Davis  
American Property Experts

**Waste Industries Landfill Division****AGREEMENT FOR DISPOSAL**

Form Revised 1/10 - sw

<b>Date of Quote:</b> 4/13/11		<b>Quote Submitted by:</b> Veronica Lee, Landfill Division Sales (919-422-9057 Mobile)	
<b>Check applicable Landfill, the "Facility"</b>	<input checked="" type="checkbox"/> Sampson County Disposal (910-525-4132)	<input type="checkbox"/> Red Rock Disposal (919-557-9583)	
	<input type="checkbox"/> Waste Services of Decatur (731-549-3567)	<input type="checkbox"/> Safeguard Landfill (770-969-0084)	
	<input type="checkbox"/> ETC of Georgia - Grady Road Landfill (770-748-8276)	<input type="checkbox"/> Curry Lake - Laurens County Landfill, LLC (864-876-4067)	

**CUSTOMER INFORMATION**

Company Name: <b>Johnson Environmental Company</b>		Contact Name: <b>Barry Johnson</b>	
Address: <b>429 Camway Drive</b>		City: <b>Wilmington</b>	
State: <b>NC</b>	Zip Code: <b>28402</b>	Phone No: <b>910-791-9361</b>	
E-Mail Address: <b>mail@johnsonenv.com</b>		Fax No: <b>910-796-9918</b>	

**WASTE STREAM INFORMATION**

<input checked="" type="checkbox"/> Construction & Demolition (C&D)			<input checked="" type="checkbox"/> Municipal Solid Waste (MSW)	<input type="checkbox"/> Special Waste	<input checked="" type="checkbox"/> Asbestos
Site Origin of Waste: <b>Wilmington NC</b> <b>New Hanover County, NC</b> <b>Pender County, NC</b> <b>Village of Bald Head Island, NC</b> <b>North Carolina</b> (State)		County Origin: <b>New Hanover, Brunswick, Pender</b>		Estimated Quantity of Waste: <b>TBD/Debris from Emergency Response Damage</b>	
If Special Waste Identify Type: <b>See Below</b>		Generator of Special Waste: <b>TBD</b>			

**QUOTE FOR DISPOSAL & TRANSPORTATION**

<b>Permanent Waste Stream</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Event Waste Stream</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Volume Based Rate</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Agreement Terms:</b> <input checked="" type="checkbox"/> 1 yr; <input type="checkbox"/> 2 yr; <input type="checkbox"/> 3 yr; <input type="checkbox"/> 4 yr; <input type="checkbox"/> 5 yr		<b>Agreement Terms:</b> <b>Completion of event job/volume estimated.</b>		<b>Volume of Waste</b>	<input type="checkbox"/> tons/ <input type="checkbox"/> Mo <input type="checkbox"/> Yr
<b>Renewable Terms:</b> <input type="checkbox"/> 1 x <input type="checkbox"/> 2 x <input type="checkbox"/> None					

<b>Landfill Rate: Waste Streams for Phase 2 Debris Removal:</b>		<b>Time Line for Disposal: Debris will be the result of Emergency Response after Catastrophic Event</b>	
<b>MSW</b>	<b>\$43.00 per ton</b>		
<b>C&amp;D</b>	<b>\$37.00 per ton</b>		
<b>Green Waste</b>	<b>\$37.00 per ton</b>		
<b>Asbestos:</b>			
<b>Non-Friable</b>	<b>\$40.00 per ton w/\$300 minimum fee/load</b>		
<b>Friable</b>	<b>\$55.00 per ton w/\$500 minimum fee/load</b>		
<b>Transportation Quoted:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Provider:</b>	<b>Phone:</b>	<b>Mobile:</b>
<b>Contact for Transportation:</b>		<b>Transportation Rate:</b>	

**Comments:** Price is for a one year term: April 15, 2011 - April 15, 2012**Terms and Conditions:**

Customer promises to pay bills NET 25 Days from date of invoice. Weekly statements will be sent for permanent accounts and event accounts. In the event payment is not made within 60 days of the date of invoice, the Facility may assess a finance charge in the amount of 1.5% per month on the overdue balance. In the event Customer's account is referred to a collection agency, Customer will pay all costs of collection. If legal action is required, Customer will pay reasonable attorney's fees resulting from such action. Annual CPI increases will be applied to Permanent Accounts effective January 1<sup>st</sup> of each year this Quote for Disposal is in effect.

Permanent and Event Accounts are subject to all applicable environmental fees and surcharges. The Facility will provide a breakdown of any such charges upon request from Customer. The Facility shall have the right to increase the Base Rate at any time to enable it to pass through the cost of any increase in its operating expenses, capital costs or taxes caused by a change in any applicable laws, rules or regulations; provided however that any such pass through shall be apportioned equally among all tons of acceptable solid waste delivered to the Landfill by Customer and all other customers of the Landfill. Any such increase may be referred to as change in law increase. The Facility will provide a breakdown of any such charges upon request from Customer.

*All volume based rates are quoted 25- day terms from net of invoice and are subject to a \$5 (five dollar) per ton surcharge, if receipt of payment extends over 45 days net of invoice.*

### Contract Attachment 5 - Waste Industries (2011)

The parties agree that North Carolina law will apply to the terms and conditions of this Agreement for Disposal.

Pricing is effective for sixty (60) days from date of quote and will be held firm unless it is determined special handling is required that was not considered in the initial quote.

By accepting this quote/Agreement from Disposal, it is understood by both parties that you agree to these conditions.

Note: All special waste requires approval by the Facility prior to disposal, and all special waste requires the use of preprinted manifest that will be supplied upon approval of the waste stream.

<b>Signature of Acceptance, Customer &amp; Title</b>	Signature:	Date:
<b>Signature of Acceptance, Facility – Sales Coordinator</b>	Signature:	Date:
<b>Signature of Acceptance, Facility – Landfill Manager</b>	Signature:	Date:

DRAFT

09/01/07 00:12 FAX

02

## **SOUTHERN METALS RECYCLING, INC.**

*Scrap Iron - Metals*

DEALERS - EXPORTERS - BROKERS

P.O. BOX 2139  
WILMINGTON, NC 28402

Yard #1 Front & Wright Street  
Phone: (910) 762-9619  
Fax: (910) 762-9620

Yard #2 Highway 421 North  
Phone: (910) 762-2646  
Fax: (910) 762-2153

August 31, 2007

City of Wilmington - Solid Waste Division  
% Johnson Environmental & Disaster Consulting Services  
Attn.: Barry Johnson

Dear Mr. Johnson:

Southern Metals Recycling was founded in New York City in 1923, moved to our current location at the corner of Front and Wright Streets in 1952, and opened our yard on Highway 421 in 1972. Southern is proud to have been servicing the recycling needs of Southeastern North Carolina for the past 55 years through four generations of family management.

Our 13 acre yard on Highway 421 provides more than sufficient capacity to process 100% of the white goods produced by the City of Wilmington (as well as New Hanover and Pender Counties, which we also service). In the event of a natural disaster, we have several unused acres at our Front and Wright Street location, which could be used on a temporary basis.

All white goods received undergo fluid recovery and CFC evacuation by our trained and licensed technicians in an environmentally proper manner. White goods are then sent to a shredder for metal separation and recovery.

Southern Metals Recycling has always honored its commitments and will provide the necessary manpower and equipment to service the needs of its clients and complete its contracts in the event of an unforeseen event or natural disaster. We look forward to servicing the recycling needs of Southeastern North Carolina for many years to come.

Please do not hesitate to contact me at 762-2646 if you have any questions, or if I may be of further service in this matter.

MEMBER



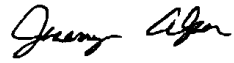
**Institute of Scrap  
Recycling  
Industries, Inc.**



09/01/07 00:12 FAX

03

Sincerely yours;  
Southern Metals Recycling, Inc.



Jeremy Alper

DRAFT

***Public Notice – The City of Wilmington***

The City of Wilmington is currently accepting bids for the immediate clearing of critical route(s)/facilities for the tropical, winter and nor' eastern storm seasons through June 30, 2012. Bidders' instructions and proposal forms may be obtained from the City of Wilmington, Purchasing Division, 305 Chestnut Street – 5th Floor, PO Box 1810, Wilmington, NC 28401, or by contacting Mr. Daryle Parker, Purchasing Manager, at (910) 341-7830. Documents may also be downloaded from the City of Wilmington's website at <http://www.wilmingtonnc.gov>.

Deadline for submittal of bids will be 2:00 PM on Tuesday, April 26, 2011. The bid opening and reading, which is open to the public, will take place in a conference room made available at the Purchasing Division's Offices at 305 Chestnut Street, 5th Floor.

A pre-bid conference is scheduled for 2:00 PM on Tuesday, April 12, 2011, at the City of Wilmington Council Chambers, City Hall, 102 N. 3rd Street, Wilmington, NC 28401.

***The City of Wilmington reserves the right to reject any or all project proposals.***

Daryle L. Parker  
Purchasing Manager

***Public Notice – The City of Wilmington***

The City of Wilmington is currently accepting bids for the removal and disposal of Vegetative Debris and removal of C&D (Construction and Demolition) Debris for the tropical, winter and nor' eastern storm seasons through June 30, 2012. Bidders' instructions and proposal forms may be obtained from the Purchasing Division, 305 Chestnut Street – 5th Floor, PO Box 1810, Wilmington, NC 28401, or by contacting Mr. Daryle Parker, Purchasing Manager, at (910) 341-7830. Documents may also be downloaded from the City of Wilmington's website at <http://www.wilmingtonnc.gov>.

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***The City of Wilmington reserves the right to reject any or all project proposals.***

Daryle L. Parker  
Purchasing Manager

***Public Notice – The City of Wilmington***

The City of Wilmington is currently accepting bids for the removal and disposal of Dangerous Trees and Hanging Limbs for the tropical, winter and nor' eastern storm seasons through June 30, 2012. Bidder's instructions and proposal forms may be obtained from the City of Wilmington, Purchasing Division, 305 Chestnut Street – 5th Floor, PO Box 1810, Wilmington, NC 28401, or by contacting Mr. Daryle Parker, Purchasing Manager, at (910) 341-7830. Documents may also be downloaded from the City of Wilmington's website at <http://www.wilmingtonnc.gov>.

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Daryle L. Parker  
Purchasing Manager

Contract Attachment 7 - Procurement and Bid Tabs (2011)

***City of Wilmington - Proposal Reading and Tabulation  
Phase I - Debris Clearing***

**DATE: 4/22/11**  
**TIME: 2:00PM**

	Company Submitting Bid															
Equipment	TFR Enterprises		* Crowder-Gulf		Ceres Environmental		Hensley R. Lee		Phillips & Jordan		Bamaco		SRS		Young's General Cont.	
	# units	rate \$	# units	rate \$	# units	rate \$	# units	rate \$	# units	rate \$	# units	rate \$	# units	rate \$	# units	rate \$
6-10cy Dump Truck/ hourly rate	20	\$90.00	as needed	\$45.00	8	\$90.00	as needed	\$75.00	5	\$90.00	18	\$45.00	20	\$45.00	as needed	\$65.00
12-18cy Dump Truck/ hourly rate	20	\$100.00	as needed	\$63.00	36	\$105.00	as needed	\$85.00	2	\$175.00	67	\$67.00	20	\$65.00	as needed	\$85.00
19-25cy Dump Truck/ hourly rate	40	\$110.00	as needed	\$67.00	12	\$112.00	as needed	\$95.00	2	\$130.00	108	\$77.00	20	\$75.00	as needed	\$90.00
26+cy Dump Truck/ hourly rate	20	\$140.00	as needed	\$72.00	8	\$135.00	as needed	\$125.00	5	\$90.00	57	\$88.00	20	\$135.00	as needed	\$95.00
Knuckelboom	30	\$175.00	as needed	\$120.00	12	\$165.00	as needed	\$175.00	2	\$175.00	27	\$100.00	12	\$140.00	as needed	\$130.00
Excavator (1-2cy bucket)	10	\$210.00	as needed	\$100.00	3	\$185.00	as needed	\$175.00	2	\$130.00	9	\$100.00	20	\$110.00	as needed	\$125.00
Excavator (2-3cy bucket)	10	\$210.00	as needed	\$120.00	3	\$195.00	as needed	\$200.00	2	\$140.00	12	\$150.00	20	\$119.00	as needed	\$180.00
Backhoe/loader (includes skid steers) (1cy bucket)	20	\$105.00	as needed	\$65.00	5	\$75.10	as needed	\$125.00	2	\$125.00	43	\$58.00	20	\$50.00	as needed	\$85.00
Backhoe/loader (1.5cy bucket)	20	\$115.00	as needed	\$68.00	6	\$80.00	as needed	\$145.00	2	\$125.00	24	\$63.00	20	\$60.00	as needed	\$90.00
Front-end Loader (1.5-3cy bucket)	10	\$185.00	as needed	\$120.00	10	\$95.00	as needed	\$175.00	2	\$110.00	21	\$150.00	20	\$90.00	as needed	\$140.00
Front-end Loader (3-4cy bucket)	10	\$195.00	as needed	\$110.00	12	\$120.00	as needed	\$225.00	2	\$120.00	9	\$165.00	20	\$90.00	as needed	\$175.00
Chainsaw w/ operator (min 16"bar)	30	\$48.00	as needed	\$32.00	40	\$45.00	as needed	\$47.50	10	\$48.00	67	\$35.00	20	\$30.00	as needed	\$35.00
Laborer w/ Hand Tools	30	\$32.00	as needed	\$28.00	55	\$28.00	as needed	\$30.00	10	\$36.00	107	\$38.00	100	\$24.00	as needed	\$30.00
All Units Cost / hour		\$1,715.00				\$1,430.10		\$1,677.50		\$1,494.00		\$1,136.00		\$1,033.00		\$1,325.00
Legend		1st place				2nd place				3rd Place						

**City of Wilmington - Proposal Reading and Tabulation  
Phase I - Debris Clearing**

**DATE: 4/22/11  
TIME: 2:00PM**

	1st place	2nd place	3rd Place
Company submitting proposal	1st Place Bids	2nd Place Bids	3rd Place Bids
TFR Enterprises	0	0	0
* Crowder-Gulf	requested w/drawl if not rewarded Phase II Contract		
Ceres Environmental	0	3	3
Hensley R. Lee	0	0	3
Phillips & Jordan	0	3	1
Bamaco	5	4	3
SRS	11	0	1
Young's General Cont.	0	4	4



**City of Wilmington - Evaluation of Proposals**  
**Phase II - Vegetative Removal and Disposal, and C and D Removal**

**DATE: 4/26/11**  
**TIME: 2:00PM**

Company submitting proposal	<b>Phase II - Veg &amp; C&amp;D Debris Proposal</b>		<b>USACE Estimates for Evaluation Only</b>		
	1) C&D Debris Removal (Roads, rights-of-way, and Public Property)	2) Vegetative Debris Removal and Disposal (Roads, rights-of-way, and Public Property)	C&D Total Cost Estimate (Using USACE Model for Cat 3)	Vegetative Total Cost Estimate (Using USACE Model for Cat 3)	Total Cost Estimate (Using USACE Model for Cat 3)
Bamaco, Inc.	\$8.41	\$7.41	\$5,247,840.00	\$6,935,760.00	\$12,183,600.00
Ceres Environmental	\$18.99	\$14.49	\$11,849,760.00	\$13,562,640.00	\$25,412,400.00
Crowder-Gulf	\$12.00	\$9.00	\$7,488,000.00	\$8,424,000.00	\$15,912,000.00
D&J Enterprises, Inc.	\$8.54	\$11.24	\$5,328,960.00	\$10,520,640.00	\$15,849,600.00
Phillips & Jordan	\$14.50	\$8.75	\$9,048,000.00	\$8,190,000.00	\$17,238,000.00
TFR Enterprises, Inc.	\$9.20	\$9.20	\$5,740,800.00	\$8,611,200.00	\$14,352,000.00
Unified Recovery Group, LLC	\$8.25	\$7.52	\$5,148,000.00	\$7,038,720.00	\$12,186,720.00
HR Lee Contracting, Inc.	\$10.25	\$12.60	\$6,396,000.00	\$11,793,600.00	\$18,189,600.00
Young's General Cont.	\$26.00	\$9.75	\$16,224,000.00	\$9,126,000.00	\$25,350,000.00
Disaster Recovery Group & Tree Service (DRGTS)	\$13.95	\$9.60	\$8,704,800.00	\$8,985,600.00	\$17,690,400.00
Storm Reconstrucion Svcs. (SRS)	\$9.35	\$9.20	\$5,834,400.00	\$8,611,200.00	\$14,445,600.00

1st place bidder -  
 2nd place bidder -

	Cat 3 - Model	<u>C&amp;D - CY</u>	<u>Veg - CY</u>
	Generation Constants	624000	936000

Contract Attachment 7 - Procurement and Bid Tabs (2011)

City of Wilmington- Proposal Reading and Tabulation  
Phase II - Dangerous Trees and Hanging Limbs (Removal and Disposal)

DATE: 4/26/11  
TIME: 2:00PM

Company submitting proposal	Phase II - Dangerous Trees and Hanging Limbs										
	1) Cut and Dispose of Hanging Limbs (\$/tree)	2) Cut and dispose of Dangerous Trees				3) Grind, dispose and backfill Stumps				4) Remove, dispose and backfill rootballs	
		A) <6" tree (\$/tree)	B) 6" - 18" tree (\$/tree)	C) 19" - 36" tree (\$/tree)	D) >36" tree (\$/tree)	A) <6" tree (\$/tree)	B) 6" - 18" tree (\$/tree)	C) 19" - 36" tree (\$/tree)	D) >36" tree (\$/tree)	A) <24" tree (\$/tree)	B) >24" tree (\$/tree)
Bamaco, Inc.	\$ 45.00	\$ 63.00	\$ 106.00	\$ 218.00	\$ 341.00	\$ 30.00	\$ 38.00	\$ 48.00	\$ 68.00	\$ 78.00	\$ 138.00
Ceres Environmental	\$ 119.00	\$ 159.00	\$ 249.00	\$ 369.00	\$ 659.00	\$ 39.98	\$ 69.98	\$ 99.98	\$ 129.98	\$ 149.00	\$ 299.00
Crowder-Gulf	\$ 110.00	\$ 30.00	\$ 120.00	\$ 325.00	\$ 450.00	\$ 30.00	\$ 80.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 350.00
Phillips & Jordan	\$ 70.00	\$ 70.00	\$ 140.00	\$ 275.00	\$ 450.00	\$ 60.00	\$ 99.00	\$ 180.00	\$ 300.00	\$ 250.00	\$ 375.00
TFR Enterprises, Inc.	\$ 125.00	\$ 48.00	\$ 99.00	\$ 240.00	\$ 400.00	\$ 45.00	\$ 118.00	\$ 195.00	\$ 295.00	\$ 225.00	\$ 375.00
Unified Recovery Group, LLC	\$ 55.00	\$ 50.00	\$ 105.00	\$ 230.00	\$ 400.00	\$ 40.00	\$ 87.00	\$ 184.00	\$ 250.00	\$ 110.00	\$ 354.00
HR Lee Contracting, Inc.	\$ 39.00	\$ 60.00	\$ 240.00	\$ 650.00	\$ 1,750.00	\$ 45.00	\$ 65.00	\$ 150.00	\$ 225.00	\$ 170.00	\$ 275.00
Young's General Cont.	\$ 39.00	\$ 65.00	\$ 260.00	\$ 715.00	\$ 1,100.00	\$ 20.00	\$ 55.00	\$ 90.00	\$ 140.00	\$ 150.00	\$ 300.00
Recovery Group & Tree Service (DRGTS)	\$ 85.00	\$ 85.00	\$ 130.00	\$ 425.00	\$ 550.00	\$ 45.00	\$ 75.00	\$ 110.00	\$ 135.00	\$ 145.00	\$ 270.00
Storm Reconstrucion Svcs. (SRS)	\$ 60.00	\$ 35.00	\$ 85.00	\$ 250.00	\$ 450.00	\$ 30.00	\$ 75.00	\$ 99.00	\$ 300.00	\$ 185.00	\$ 319.00

1st place bid -

2nd place bid -

3rd place bid -

# Contract Attachment 7 - Procurement and Bid Tabs (2011)

## City of Wilmington- Proposal Reading and Tabulation Phase II - Dangerous Trees and Hanging Limbs (Removal and Disposal)

DATE: 4/26/11  
TIME: 2:00PM

Company submitting proposal	Unit Totals				Total of All Units (comparison)
	1) Cut and Dispose of Hanging Limbs (\$/tree)	2) Cut and dispose of Dangerous Trees (Total Cost / Unit)	3) Grind, dispose and backfill Stumps (Total Cost / Unit)	4) Remove, dispose and backfill rootballs (Total Cost / Unit)	
Bamaco, Inc.	\$45.00	\$728.00	\$184.00	\$216.00	\$1,173.00
Ceres Environmental	\$119.00	\$1,436.00	\$339.92	\$448.00	\$2,342.92
Crowder-Gulf	\$110.00	\$925.00	\$510.00	\$600.00	\$2,145.00
Phillips & Jordan	\$70.00	\$935.00	\$639.00	\$625.00	\$2,269.00
TFR Enterprises, Inc.	\$125.00	\$787.00	\$653.00	\$600.00	\$2,165.00
Unified Recovery Group, LLC	\$55.00	\$785.00	\$561.00	\$464.00	\$1,865.00
HR Lee Contracting, Inc.	\$39.00	\$2,700.00	\$485.00	\$445.00	\$3,669.00
Young's General Cont.	\$39.00	\$2,140.00	\$305.00	\$450.00	\$2,934.00
Disaster Recovery Group & Tree Service	\$85.00	\$1,190.00	\$365.00	\$415.00	\$2,055.00
Storm Reconstrucion Svcs. (SRS)	\$60.00	\$820.00	\$504.00	\$504.00	\$1,888.00

1st place bid -



2nd place bid -



3rd place bid -



Contract Attachment 7 - Procurement and Bid Tabs (2011)

*City of Wilmington- Proposal Reading and Tabulation  
Phase II - Dangerous Trees and Hanging Limbs (Removal and Disposal)*

DATE: 4/26/11  
TIME: 2:00PM

	1st place	2nd place	3rd Place
Company submitting proposal	1st Place Bids	2nd Place Bids	3rd Place Bids
Bamaco, Inc.	7	2	0
Ceres Environmental	0	1	2
Crowder-Gulf	1	1	0
Phillips & Jordan	0	0	0
TFR Enterprises, Inc.	0	2	2
Unified Recovery Group, LLC	3	2	0
HR Lee Contracting, Inc.	1	1	0
Young's General Cont.	2	2	0
Disaster Recovery Group & Tree Service (DRGTS)	0	1	2
Storm Reconstrucion Svcs. (SRS)	1	2	1

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**NOTICE**

Upon receiving this proposal by internet, email [lori.colon@wilmingtonnc.gov](mailto:lori.colon@wilmingtonnc.gov) to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered no-responsive.

STATE OF NORTH CAROLINA

CONTRACT NO:

NEW HANOVER COUNTY

**S12-0411.1**

**CONTRACT FOR SERVICES**

THIS CONTRACT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a Municipal Corporation located in New Hanover County (hereinafter called "CITY"); and

\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, with its principal office in \_\_\_\_\_ (hereinafter called "CONTRACTOR").

**W I T N E S S E T H:**

1. **Purpose**

The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached documents consisting of, but not limited to: Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Scope of Work, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

**1.00 DEFINITIONS**

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 Phase II - Dangerous Tree and Hanging Limb Removal and Disposal is to include cutting, loading, hauling and disposal of dangerous trees and hanging limbs from rights-of-way, parks, municipal golf course and designated Public Property within the incorporated limits of the City.
- 1.06 Hanging Limb is any broken limb(s) or tree parts(s) which is two (2) inches or larger in diameter and four (feet) or longer in length, that is overhanging or projecting into the right-of-way, public property or endangering the general public with regards to the accepted use of the property. The hanging limb may be broken and still attached to the tree, or detached from the tree and hung up in the tree.
- 1.07 Dangerous Tree is any leaning or damaged tree with a diameter breast height of six (6) inches or greater, that has the potential to create future damage to, or obstruction of, the right-of-way, any roadway appurtenances, public property or endanger the general public with regards to the accepted use of the property which meets one or more of the following criteria:
- 1.07.1.1 Trees where greater than or equal to 50% of the crown (treetop) has been broken out or destroyed.



**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

- 1.07.1.2 Trunk damaged with wounds where limbs have been ripped “out of the sockets: where greater than or equal to 35% of the trunk diameter has been damaged.
- 1.07.1.3 Trees with split trunks.
- 1.07.1.4 Trees with severe vertical or horizontal cracks in the trunks.
- 1.07.1.5 Leaning trees in danger of falling into the right-of-way, any roadway appurtenances, public property or endanger the general public with regards to the accepted use of the property with regards to the accepted use of the property. Identified by a pronounced lean in combination with an upraised plate of soil on the opposite side of the lean or any storm affected tree leaning more than 30% from perpendicular which also matches the definition of dangerous tree.
- 1.07.1.6 Bent trees and vegetation: Trees and vegetation deformed by the storm to the extent they project into and endanger the right-of-way, any roadway appurtenances, public property or endanger the general public with regards to the accepted use of the property.

**2.00 BIDDER REPRESENTATIVES**

**2.01 Each Bidder by making his Bid represents that:**

- A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Bidder has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
- C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
- D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.

**3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

- 3.01 Bidders shall promptly notify Mr. Daryle L. Parker, Purchasing Manager, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.
- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach Mr. Daryle L. Parker, Purchasing Manager at least four (4) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.
- 4.00 **BIDDING PROCEDURE**
- 4.01 Sealed bids will be addressed to “***PHASE II- DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT***”, Purchasing Division, 305 Chestnut Street – 5<sup>th</sup> Floor, PO Box 1810, Wilmington, NC 28401. Deadline for submittal of bids will be 2:00 PM on Tuesday, April 26, 2011. At which time the bid opening and reading will take place in a conference room made available at the Purchasing Division’s Offices at 305 Chestnut Street – 5<sup>th</sup> Floor, and be open to the public. A recommendation will be submitted to the City Council no later than the next scheduled meeting of the City Council, following which the selected bidder will be notified.
- 4.02 All bids shall be submitted ***in duplicate*** on a form identical to the form included with the Bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. ***A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.***
- 4.03 The unit Price Bid Sum shall be expressed in figures.
- 4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and may considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid no

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. Faxed or E-mailed bids will not be accepted.

- 4.07 Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his 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.
- 4.08 A mandatory pre-bid conference is scheduled for 2:00 PM on Tuesday, April 12, 2011, at the City of Wilmington Council Chambers, City Hall, 102 N. 3<sup>rd</sup> Street, Wilmington, NC 28401.

**5.00 CONSIDERATION OF BIDS**

- 5.01 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.
- 5.02 Acceptance of Bid (Award): It is the intent of the CITY to award two (2) Contracts; a primary contract to be awarded to the lowest responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The CITY shall have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in his judgment is in the CITY'S best interest.
- 5.03 The primary Contractor will be the CITY'S first call for this recovery phase of operation. The secondary contractor will be called if the primary contractor is not responsive or at the discretion of the CITY when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.

**6.00 INSURANCE REQUIREMENTS**

- 6.01 Insurance Requirements: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and after such insurance, provided by insurers of financial standing acceptable to the CITY, has been approved by the CITY. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by any Sub-contractor to the CONTRACTOR.

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

- 6.01.1 The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$1,000,000/1,000,000/1,000,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.
- 6.01.2 The CONTRACTOR shall take out and 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 \$3,000,000 per occurrence, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Endorsements #CG 20 33 07 04 and CG 21 37 07 04 naming City of Wilmington as an additional insured under this policy shall be included.
- 6.01.3 The CONTRACTOR shall take out and maintain OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE. The City of Wilmington shall be included as the named insured under this policy. Unless otherwise specified this coverage shall be written providing limits at least in the amount of \$3,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.
- 6.01.4 The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE/VEHICLE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles. Unless otherwise specified, this coverage shall be written providing limits at least in the amount of \$3,000,000, per occurrence, Combined Single Limits.
- 6.01.5 UMBRELLA LIABILITY INSURANCE providing as excess above the

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

underlying COMMERCIAL GENERAL LIABILITY INSURANCE, AUTOMOBILE LIABILITY INSURANCE, EMPLOYERS LIABILITY INSURANCE AND OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE policies required by this contract. This coverage shall provide excess limits at least in the amount of \$5,000,000 per occurrence, combined single limits applicable to claims arising out of bodily injury and/or property damage. The parties named as additional insured under the primary underlying policies are to be included as additional insured under the Umbrella Liability Insurance Coverage.

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a 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.

**7.00 TIME/COMPLETION SCHEDULE**

- 7.01 This contract will be valid for the period beginning July 1, 2011 and ending June 30, 2012. All dates in this schedule are predicated on a contract being awarded. **CONTRACTOR will begin Phase II – Dangerous Tree and Hanging Limb Removal and Disposal within 24 hours of written notice to proceed**, as set forth in Part I, Section 31.00, by fax and followed by regular mail from the Director of Public Services or his designee.

**8.00 CERTIFICATES**

- 8.01 Payment will be made within thirty (30) days after submission of weekly pay applications (invoices). **Payment will be based unit price as determined by the City or its designee. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Superintendent of Parks & Landscape.**

**9.00 SAFETY**

- 9.01 CONTRACTOR shall be solely responsible for maintaining safety, at all work sites. CONTRACTOR shall take all reasonable steps to insure safety for both

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
REMOVAL AND DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

workers and visitors to include traffic control.

**10.00 LOCATIONS FOR DISPOSAL**

10.01 The CONTRACTOR will be responsible for disposal of all trees, limbs, root balls, grinding, etc. removed under this agreement.

**11.00 PERFORMANCE REQUIREMENTS**

11.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in an aggregate amount of One Million Dollars (\$1,000,000.00) throughout the contract execution period, when the Director of Public Services requests initiation of this Phase II – Dangerous Tree and Hanging Limb Removal and Disposal Contract, until such time as the scope of work contained in this contract is completed as determined by the Director of Public Services.

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 North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in NCGS 44A-33, without any variations therefrom.

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

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

11.02 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 within a two-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In the event the City sends written notice of the same contract deficiency on two or more occasions, regardless if the



**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
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**PART I – INSTRUCTIONS TO BIDDERS**

contractor corrects such deficiencies, 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 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 the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the City.

**12.00 TERMINATION BY THE CITY FOR CAUSE:**

12.01.1 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;
- b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

12.01.2 When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, two days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

- a. accept assignment of subcontracts; and/or
- b. finish the work by whatever reasonable method the City may deem expedient.

12.01.3 When the City terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.

**CITY OF WILMINGTON**

**PHASE II- DANGEROUS TREE AND HANGING LIMBS  
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- 12.01.4 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.
- 12.01.5 This agreement may be terminated without cause by either party with thirty (30) days written notice.
- 12.01.6 Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

**13.00 ESTIMATED QUANTITIES**

The CITY makes no guarantee as to the quantities the CONTRACTOR will actually remove or dispose.

**14.00 PERSONNEL**

It is mutually agreed that 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.

**15.00 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 agreement.

**16.00 NON-WAIVER OF RIGHTS**

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, 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 agreement.

**17.00 FINDINGS CONFIDENTIAL**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the CITY. The CONTRACTOR agrees that any such

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documents shall not be made available to any individual or organization other than 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 agreement of the CITY.

**18.00 ENTIRE AGREEMENT**

This agreement constitutes the entire understanding of the parties.

**19.00 BINDING EFFECT**

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

**20.00 CONTINUING OBLIGATION**

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

**21.00 REFERENCE**

Use of the masculine includes feminine and neuter, 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 agreement.

**22.00 INTERPRETATION**

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. 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.

**23.00 PREAUDIT**

This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order No. \_\_\_\_\_ which is incorporated as if fully set out.

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**24.00 MINORITY BUSINESS ENTERPRISE (MBE)**

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- 24.01 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- 24.02 Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- 24.03 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- 24.04 Provide technical assistance as needed.
- 24.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe

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as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

**25.00 IMMUNITY NOT WAIVED**

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

**26.00 SAVING CLAUSE**

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**27.00 OTHER LAWS AND REGULATIONS**

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, Occupational Safety & Health Administration (OSHA), American National Standards Institute (ANSI), the United States Environmental Protection Agency, the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or

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**PART I – INSTRUCTIONS TO BIDDERS**

conditions issued thereunder.

**28.00 AMENDMENTS**

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

**29.00 NON-DISCRIMINATION**

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

**30.00 RECORDS RETENTION AND REVIEW**

30.01 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them make available to the City for a period of three (3) years following receipt of final payment for the services referenced herein.

**31.00 WRITTEN NOTICE TO PROCEED**

31.01 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.

**32.00 QUALIFICATIONS OF CONTRACTOR**

32.01 CONTRACTOR will be required to provide proof of previous experience performing Dangerous Trees and Hanging Limbs Debris Removal and Disposal Services as the prime CONTRACTOR.



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**PART I – INSTRUCTIONS TO BIDDERS**

32.02 As part of proposal submission and due at deadline of submittal (see Part I, Instructions to Bidders, 4.01); CONTRACTOR(s) will provide additional documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

32.02.1 Most recent completed Annual Financial Report

32.02.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report

32.02.3 Surety Company Name, Contact Name and telephone #

32.02.4 Listing of Sureties Secured the past 5 years and amounts

32.02.5 Insurance Company Name, Contact Name and telephone #

32.02.6 Dangerous Trees and Hanging Limbs Debris Removal and Disposal Experience (as the Prime Contractor) the past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s

32.02.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s

32.02.8 List of Company Owned Equipment available to service the City of Wilmington Dangerous Trees and Hanging Limbs Debris Removal and Disposal Contract.

32.02.9 List of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the City of Wilmington Dangerous Trees and Hanging Limbs Debris Removal and Disposal Contract with Contact Name and telephone #'s

32.02.10 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Dangerous Trees and Hanging Limbs Debris Removal and Disposal operations.

32.02.11 Method to be used in management and disposal of Vegetative Debris removed

If CONTRACTOR intends to operate Debris Management Sites (DMS) previously called Temporary Debris Management and Reduction Sites (TDRS) that are not commercial permitted facilities, CONTRACTOR is required to submit a Debris Management Site

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**PART I – INSTRUCTIONS TO BIDDERS**

Plan to include a Site Health & Safety Plan with training schedule and Environmental Management and Monitoring Plan identifying baseline data for each location and ingress/egress for sites. CONTRACTOR will be solely responsible for obtaining permit(s) and/or variance(s) from NC Department of Environment and Natural Resources, Solid Waste Division of the facility and provide documentation to the CITY prior to any use of the DMS facility.

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**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART II – SCOPE OF WORK**

**1.00 GENERAL**

- 1.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary permits and licenses to complete the scope of work. The City of Wilmington will obtain any Right of Entry required to complete the “Scope of Work”.
- 1.02 Performance: The quality of workmanship concerning the removal of dangerous trees and hanging limbs must reflect professional work and conduct.

**2.00 SCOPE OF WORK**

Phase I of Debris Removal will be the immediate debris clearing from roads and major thoroughfares to reestablish Emergency Services and Vehicle Access. The City of Wilmington’s own work forces and separate contracts will be issued to complete Phase I of Debris Removal. Following the determination that Phase I Debris Removal has been completed or determined unnecessary, the **City of Wilmington** will enact Phase II - Dangerous Tree and Hanging Limb Removal and Disposal by written notice to proceed to the CONTRACTOR as set forth in Part I, Section 31.00, by fax and followed by regular mail from the Director of Public Services or his designee. This contract and associated scope of work in this request for proposal of services is exclusively for Phase II - Dangerous Tree and Hanging Limb Removal and Disposal.

- 2.01 CONTRACTOR will **cut, gather, load, haul and dispose** of Hanging Limbs from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Wilmington site monitor or its designee prior to removal.
- 2.02 CONTRACTOR will **cut, gather, load, haul and dispose** of Dangerous Trees from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. Trees will be cut so that no portion of the remaining stump protrudes more than two (2) inches above ground level where practicable, and no greater than two (2) inches above root flare. All trees

**CITY OF WILMINGTON**  
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**PART II – SCOPE OF WORK**

removed must be documented by a City of Wilmington site monitor or its designee prior to removal.

- 2.03 CONTRACTOR will **grind and dispose** of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of twelve (12) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Wilmington site monitor or its designee prior to removal.
- 2.04 Contractor will **remove and dispose of root balls** from leaning or blown down trees where root balls are at least 50% exposed, from rights-of-way, parks, municipal golf course, designated public property within the incorporated limits of the City. Contractor will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Wilmington site monitor or its designee prior to removal.
- 2.05 The CONTRACTOR **will not enter** or remove debris from **private property**, except where allowed specifically in Part II, Section 2.01 and 2.02 above.
- 2.06 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.

**3.00 UNIT PRICE SCHEDULE**

The contract will be for payment on a unit price basis. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. No minimum or maximum quantity is implied or inferred by this contract.

**Unit price No. 1**

CONTRACTOR will cut, gather, load, haul and dispose of Hanging Limbs from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Wilmington site monitor or its designee prior to

**CITY OF WILMINGTON**  
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**REMOVAL AND DISPOSAL CONTRACT**

**PART II – SCOPE OF WORK**

removal.

Unit of Measurement: Each Tree

Unit price No. 2

CONTRACTOR will cut, gather, load, haul and dispose of Dangerous Trees from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Wilmington or its designated site monitor prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4' from the ground level and rounded to the nearest inch:

- A. Each Tree Less than 6" in diameter
- B. Each Tree (6" – 18") in diameter
- C. Each Tree (19" – 36") in diameter
- D. Each Tree Greater than 37" in diameter

Unit price No. 3

CONTRACTOR will grind and dispose of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of twelve (12) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Wilmington site monitor or its designee prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4' from the ground level and rounded to the nearest inch:

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**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
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**PART II – SCOPE OF WORK**

- A. Each Tree Less than 6” in diameter
- B. Each Tree (6” – 18”) in diameter
- C. Each Tree (19” – 36”) in diameter
- D. Each Tree Greater than 37” in diameter

Unit price No. 4

Contractor will remove and dispose of root balls from leaning or blown down trees where root balls are at least 50% exposed, from rights-of-way, parks, municipal golf course, designated public property within the incorporated limits of the City. Contractor will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Wilmington site monitor or its designee prior to removal.

Unit of Measurement, the diameter as measured approximately 24” from the ground level and rounded to the nearest inch:

- A. Each Tree 24” in diameter or less
- B. Each Tree Greater than 24” in diameter



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**PART III - FORM OF PROPOSAL**

TO: Mr. Daryle L. Parker, Purchasing Manager  
City of Wilmington  
P.O. Box 1810  
305 Chestnut Street - 5<sup>th</sup> Floor  
Wilmington, NC 28401

DATE: 4/25/2011

FROM: BAMACO, Inc.  
(Bidder/Contractor)

PHONE: 386-586-1281

ADDRESS: 6869 West HWY 100  
Bunnell, FL 32110

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, **CITY OF WILMINGTON - PHASE II- DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT** dated March 17, 2011 including the following addenda:

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

CONTRACTOR will cut, gather, load, haul and dispose of Hanging Limbs from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Wilmington site monitor or its designee prior to removal.

Unit Price No. 1 \$ 45.00 /tree

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**REMOVAL AND DISPOSAL CONTRACT**

**PART III – FORM OF PROPOSAL**

Unit price No. 2

CONTRACTOR will cut, gather, load, haul and dispose of Dangerous Trees from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Wilmington or its designated site monitor prior to removal.

Unit Price No. 2A    \$ 63.00 /tree less than 6" in diameter  
 Unit Price No. 2B    \$ 106.00 /tree (6" – 18") in diameter  
 Unit Price No. 2C    \$ 218.00 /tree (19" – 36") in diameter  
 Unit Price No. 2D    \$ 341.00 /tree greater than 37" in diameter

Unit price No. 3

CONTRACTOR will grind and dispose of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks, municipal golf course, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of twelve (12) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Wilmington site monitor or its designee prior to removal.

Unit Price No. 3A    \$ 30.00 /tree less than 6" in diameter  
 Unit Price No. 3B    \$ 38.00 /tree (6" – 18") in diameter  
 Unit Price No. 3C    \$ 48.00 /tree (19" – 36") in diameter  
 Unit Price No. 3D    \$ 68.00 /tree greater than 37" in diameter

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART III - FORM OF PROPOSAL**

Unit price No. 4

Contractor will remove and dispose of root balls from leaning or blown down trees where root balls are at least 50% exposed from rights-of-way, parks, municipal golf course, designated public property within the incorporated limits of the City. Contractor will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Wilmington site monitor or its designee prior to removal.

Unit Price No. 4A    \$ 78.00    tree 24" or less in diameter

Unit Price No. 4B    \$ 138.00    tree greater than 24" in diameter

BAMACO, Inc.  
Company Name

Signature

President  
Title

FLORIDA  
State of Incorporation

(Corporate Seal)

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART IV - STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated March 17, 2011, have been read and understood.

The bidder hereby provides assurance that the Firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document;
- 2) Currently complies with all applicable State and Federal Laws;
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted; and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

BAMACO Inc.

Name of Firm

Robert M. Mitchell

Name of Firm Representative

Signature

President

Title

4/25/2011

Date

6869 West HWY 100

Bunnell, FL 32110

Address of Firm

386-586-1281

Telephone Number

FLORIDA

State of Incorporation

(Corporate Seal)

**CITY OF WILMINGTON**  
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**REMOVAL AND DISPOSAL CONTRACT**

**PART IV - STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

STATE OF FLORIDA

COUNTY OF FLAGLER

**AFFIDAVIT AND CERTIFICATE OF  
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION**

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes. I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

**CITY OF WILMINGTON**  
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6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the 25th day of April, 2011

COMPANY NAME BAMACO, Inc.

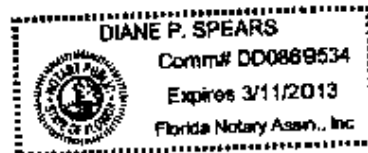
BY: [Signature]

(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST:

[Signature]  
(Secretary, Assistant Secretary,  
Cashier or Assistant Cashier only)

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF FLAGLER

I, [Signature], a Notary Public, certify that

Debbie Lewis

personally came

(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is Treasurer

(Secretary, Assist. Sec.,

of

BAMACO, Inc.

, a

Cashier, Assist. Cashier)

(Name of Corporation)



**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
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**PART IV - STATEMENT OF ASSURANCES &**  
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corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit was signed in its name by its President  
(President, Vice President, Assist. Vice President)  
sealed with its corporate seal, and attest by himself (or herself) as its  
Treasurer  
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

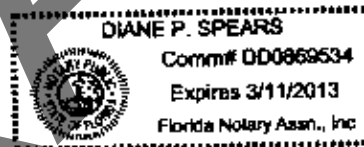
WITNESS my hand and official seal, this the 25th day of  
April, 2011.

Diane P. Spears  
Notary Public

My Commission Expires:

3-11-2013

(SEAL)



(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

BY: \_\_\_\_\_  
Sterling Cheatham, City Manager

ATTEST:

\_\_\_\_\_  
Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Carolyn D. Johnson, City Attorney

**CITY ACCOUNTANT'S CERTIFICATION**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Debra Mack, Finance Officer

Purchase Orders will be created at time of need.

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

ATTEST:

BY:

\_\_\_\_\_  
President, Vice President, Assistant  
Vice President

\_\_\_\_\_  
Secretary, Assistant Secretary,  
Trust Officer

(CORPORATE SEAL)

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**  
**PART V - EXECUTION OF AGREEMENT**

STATE OF FLORIDA

COUNTY OF FLAGLER

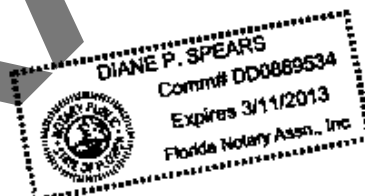
I, DIANE SPEARS, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. Debbie Lewis personally came before me this day and acknowledged that he (she) is the Treasurer of BAMACO, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. Robert M. Mitchell, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer

WITNESS my hand and official seal this the 25th day of April, 2011.

Diane P. Spears  
Notary Public

My commission expires: 3-13-2011

(SEAL)



**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

PERFORMANCE BOND

CITY OF WILMINGTON, NORTH CAROLINA

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

BOND DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the CITY OF WILMINGTON, NORTH CAROLINA, hereinafter called the CITY, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the CITY, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the CITY, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void, otherwise to remain in full force and virtue.

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

\_\_\_\_\_  
Secretary

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

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

SURETY: \_\_\_\_\_

WITNESS:

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

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

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

PAYMENT BOND

CITY OF WILMINGTON, NORTH CAROLINA

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

BOND DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the CITY OF WILMINGTON, NORTH CAROLINA, hereinafter called the CITY, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the CITY, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.



**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

\_\_\_\_\_  
Secretary

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

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

SURETY: \_\_\_\_\_

WITNESS:

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

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

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART VI – BONDS & SURETIES**

(TO BE EXECUTED ON BEHALF OF SURETY AGENT)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, Notary Public of the State of \_\_\_\_\_, in and for the County of \_\_\_\_\_, duly commissioned and qualified came \_\_\_\_\_, to me personally known, and to me personally known to be the individual who executed the foregoing Payment Bond and Performance Bond: Pages 30, 31, 32, and 33 and he acknowledges the execution of the same, and being by me duly sworn deposes and says that he has Power-of-Attorney from \_\_\_\_\_, with their principal offices at \_\_\_\_\_, to execute the preceding instruments in the amount specified in the Payment Bond and Performance Bond on their behalf, that his signature was duly affixed and he subscribed to the said Payment Bond and Performance Bond by authority and direction of said corporation.

IN WITNESS, I have hereunto set my hand and affixed my official seal at the City of \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission expires:

(SEAL)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)  
03/15/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Matthew Bosang		<b>386-252-9601</b>  <b>386-239-6729</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext.):</b> <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> <b>BAMAC-1</b>														
<b>INSURED</b> <b>BAMACO, INC</b> <b>6869 WEST HIGHWAY 100</b> <b>BUNNELL, FL 32110</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A: Starr Indemnity &amp; Liability Co</b></td> <td><b>38318</b></td> </tr> <tr> <td><b>INSURER B: Landmark American Insurance Co</b></td> <td><b>33138</b></td> </tr> <tr> <td><b>INSURER C: Commerce &amp; Industry Ins Co</b></td> <td><b>19410</b></td> </tr> <tr> <td><b>INSURER D: LLOYD's of London</b></td> <td></td> </tr> <tr> <td><b>INSURER E: Auto Owners Insurance Co.</b></td> <td><b>18988</b></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A: Starr Indemnity &amp; Liability Co</b>	<b>38318</b>	<b>INSURER B: Landmark American Insurance Co</b>	<b>33138</b>	<b>INSURER C: Commerce &amp; Industry Ins Co</b>	<b>19410</b>	<b>INSURER D: LLOYD's of London</b>		<b>INSURER E: Auto Owners Insurance Co.</b>	<b>18988</b>	<b>INSURER F:</b>	
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<b>INSURER F:</b>																	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	SIPG-GL00034-00	12/01/10	12/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4696258801	09/22/10	09/22/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NONE		LHA054963	12/15/10	12/01/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC009798267	09/09/10	09/09/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION LIAB		PGIARK0042700	06/11/10	06/11/11	LIMIT \$1MM/\$2MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 POLLUTION LIABILITY POLICY INCLUDES \$1,000,000 ASBESTOS ABATEMENT LIABILITY.

CITY OF CORAL SPRINGS IS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF WILMINGTON  
 PURCHASING DIVISION  
 320 CHESTNUT ST POB 1810  
 WILMINGTON NC 28401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART VII – ATTACHMENTS**

POWER OF ATTORNEY

DOCUMENTS

(Attached hereto original or validated documents which give to individual who signed Contract Bond Power of Attorney for Surety)

DRAFT

**CITY OF WILMINGTON**  
**PHASE II- DANGEROUS TREE AND HANGING LIMBS**  
**REMOVAL AND DISPOSAL CONTRACT**

**PART VII – ATTACHMENTS**

INSURANCE CERTIFICATES

(Staple Insurance Certificates as required under Part I, Section 6.01.1 – 6.01.5 to this sheet)

DRAFT

## Debris Management Sites (DMS) Attachments

### Green Tabbed

#### Debris Management Site

##### Attachment #

##### Title / Description

- |   |  |
|---|--|
| 1 | Vegetative Debris Management Site (Diversified Biomass / American Properties)              |
| 2 | Vegetative Debris Management Site (Wilmington Materials)                                   |
| 3 | C&D Debris Management Site (Waste Industries - Subtitle D Landfill, Sampson County, NC)    |
| 4 | City of Wilmington owned TDMS facilities; Permits, Permit Application and site information |

Sep. 4. 2007 3:58PM American Property Experts

No. 1709 P. 2

American Property Experts

IV. Debris Management Sites

A. Site Management

1. Site Manager

Jason Thompson is the Manager of Diversified Biomass Company, d/b/a American Property Experts. Chris Dawson is the Superintendant of Operations, specifically managing the field operations both on site and off.

2. Monitoring Staff and Assignments

N/A

3. Safety Personnel

Chris Dawson is also the person responsible for our safety program, development, implementation, and enforcement.

B. Establishment and Operations Planning

1. Permits

Diversified Biomass Company operates under DENR permit # 65-11. A copy is attached.

2. Locations

We operate at 606 & 640 Sunnyvale Drive, Wilmington, NC 28412.

A. Baseline Data for each location

Our yard waste acceptance site has over 8 acres available with a full weigh station, warehouse, and office complex. We have additional processing sites available, offsite if necessary.

B. Ingress/egress for sites

Our site has an efficient, semi-circular traffic pattern with separate ingress and egress for enhanced safety and functionality. Traffic enters through the ingress, which is shown on the map attached, and after stopping on the scale and checking in with the scale attendant, proceed around the perimeter of the debris piles and dump debris at designated whnrow, then continue out through the egress shown on the attached map.

3. Site Layouts



Attached

4. Site Preparation

All debris is prepped and held in proper winrows with safe distances between each row.

5. Volume Reduction Methods

A. Incineration

N/A

B. Grinding and Chipping

Our company uses a tub grinder to grind our stockpiled vegetative debris to a two inch minus fiber fuel product. Our grinding operation is orchestrated by our superintendent and consists of two equipment operators, one on an excavator and one on a bull dozer, feeding into the grinder. We currently own and operate over \$3 million in processing equipment for grinding operations including 3 tub grinders and a horizontal grinder. We have over a decade of experience in the grinding business and truly believe in the process as it utilizes all the organic matter as a renewable energy source for power.

6. Recycling

Wood is a substantial renewable resource that can be used as a fuel to generate electric power and useful thermal output. Wood for use as fuel comes from a wide variety of sources. The Nation's forestland (or timberland) is the primary, and in most cases original, resource base for boiler fuel. However a significant amount is also derived from private and commercial land clearing, urban tree landscape residues, and construction and demolition debris.

American Property Experts operates grinders to process the latter both at our facility and at off site development projects. This process is the most environmentally friendly way to effectively mediate land for development as it keeps the debris out of the landfills and utilizes the organic matter as a renewable energy source for power. Even the by-product of the grinding process is utilized as rootmat is screened into topsoil.

Converting wood waste to energy is at the forefront of the biomass industry and we are proud to be a part of it. American Property Experts distributes fiber fuel to plants all over Southeastern North Carolina. Our goal is to become the most in demand, full service, organic recycling company in the southeast region by setting

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No. 1709 P. 4

the standard for quality, integrity, and efficiency. 98% of our wood chips are used as a fuel source.

7. Environmental Monitoring Program

We are permitted by DENR every 8 years but also monitored annually. A copy of our most recent annual review report is attached.

8. Site Closure

N/A

Sep. 4. 2007 3:59PM American Property Experts

No. 1709 P. 5

STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WASTE MANAGEMENT  
1646 Mail Service Center RALEIGH, N.C. 27699-1646

American Property Experts, Inc.

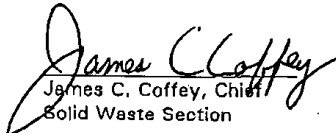
is hereby issued a permit to operate a

Solid Waste Management Treatment and Processing Facility

At 606 Sunnyvale Drive  
Wilmington, NC

Permit Number 65-11

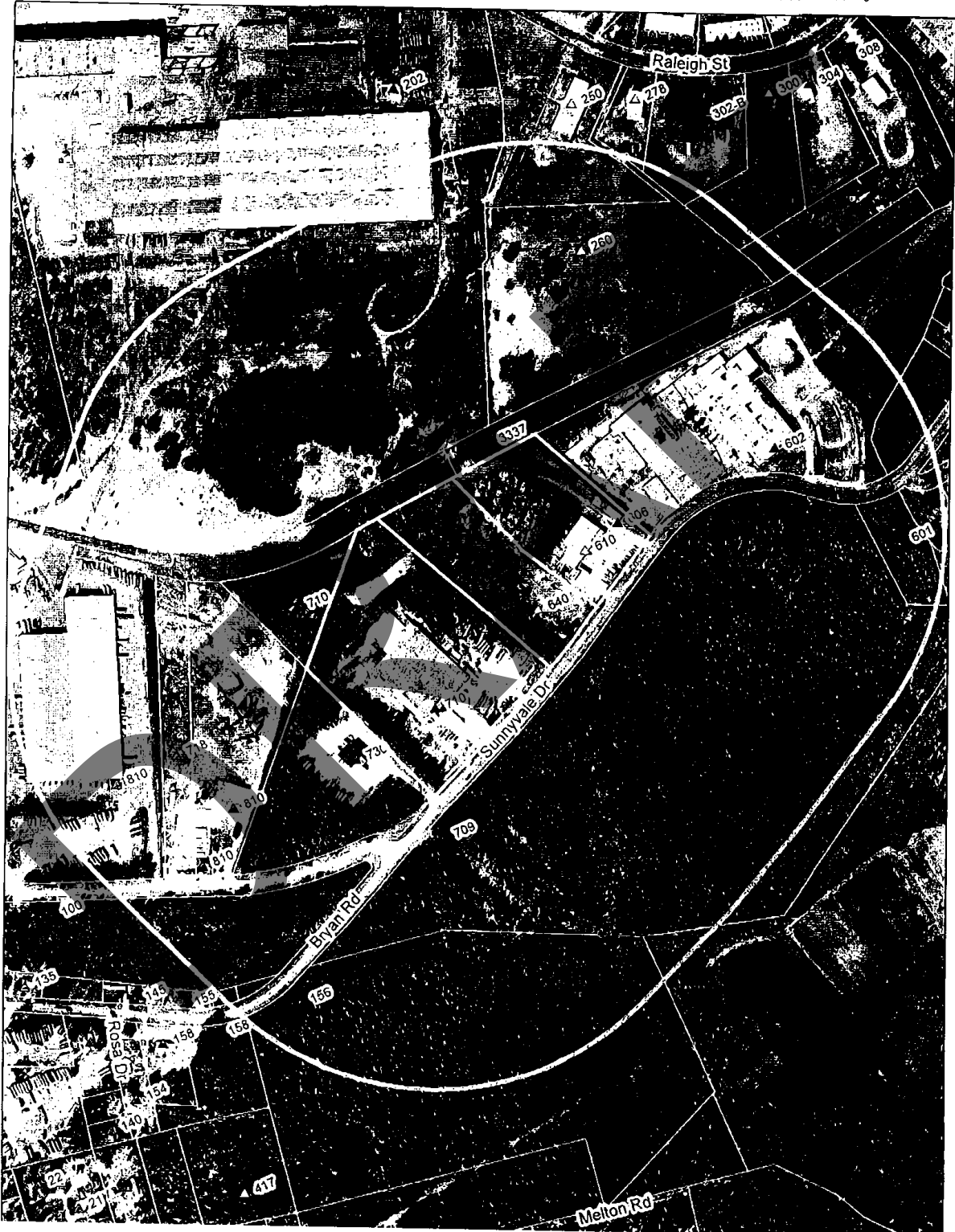
In accordance with Article 9, Chapter 130A, of the General Statutes of North Carolina and  
all rules promulgated thereunder and subject to the conditions set forth in this permit.

  
James C. Coffey, Chief  
Solid Waste Section

2/6/03  
Date

Sep. 4. 2007 3:59PM American Property Experts

No. 1709 P. 6





Sep. 4. 2007 4:01PM American Property Experts

No. 1709 P. 8

**State of North Carolina**  
 Department of Environment and Natural Resources  
 Division of Waste Management  
**TREATMENT AND PROCESSING FACILITY**  
**ANNUAL REPORT**  
 FOR THE PERIOD OF JULY 1, 2006 - JUNE 30, 2007

Facility Name: American Property Experts Permit: 0511-TP ID: P1070  
 Address: 606 Sunnyvale Drive Wilmington  
 State: NC Zip: 28412  
 Contact: Jason Thompson  
 Phone: 910-793-1460  
 Fax: 910-793-6227

If you have questions or require assistance in completing this report, contact your Regional Waste Management Specialist. According to (G.S. 130A-309D(b)) completed forms must be returned by August 1, 2007 and a copy of this report must be sent to the County Manager of each county from which waste was received.

Tipping Fee \$ \_\_\_\_\_ /Ton (Attach a schedule of tipping fees if appropriate.)

1. Total waste received at this facility during the period of July 1, 2006, through June 30, 2007. Indicate below tonnage received by county of waste origin.

MONTH	TONS FROM <u>New Hanover</u> COUNTY	TONS FROM COUNTY	TONS FROM COUNTY	TOTAL
July	3391.65			0
August	3573.1			0
September	3956.34			0
October	5546.7			0
November	2933.4			0
December	2329.69			0
January	2935			0
February	2641.56			0
March	3795.36			0
April	5532.71			0
May	6783.98			0
June	5266.52			0
TOTAL	0 48686.01	0	0	0



Sep. 4. 2007 4:02PM American Property Experts

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2. Indicate types of waste accepted at this facility for treatment and/or processing. (Check all that apply.)

- ☐ Industrial process waste  
☐ Construction and demolition waste  
☒ Land clearing and inert debris waste  
☐ Other waste (describe) \_\_\_\_\_

3. Indicate other types of activities occurring at this facility. (Check all that apply.)

- ☒ Yard waste composting or mulching  
☐ Recycled material collection  
☐ Used oil collection  
☐ Other activities (specify) \_\_\_\_\_

4. Indicate the destination and tonnage of waste material received and not processed for recycling:

Facility Name and Location	Facility Type	Tonnage Disposed
	MSW Landfill	0
	C&D Landfill	0
	LCID Landfill	0
	TOTAL	0

5. Indicate type and tonnage of material processed for recycling:

MATERIAL	TONS	MATERIAL	TONS	MATERIALS	TONS
Newspaper		Glass		Wood	48686.01
Cardboard		Aluminum Cans		Other Materials	
Plastic		Steel Cans		TOTAL	0

6. Indicate the quantity of unprocessed material stockpiled on-site as of June 30, 2007: 2500 Tons.

7. Please report the longitude and latitude of your facility.

Longitude \_\_\_\_\_ (Decimal Degrees) Latitude \_\_\_\_\_ (Decimal Degrees)  
 Indicate Method of collection \_\_\_\_\_ (GPS, internet, survey etc.)

8. Please provide the Emergency 911 Address of the facility:

Street1: 606 Sunnyvale Drive  
 (If needed) Street2: \_\_\_\_\_  
 City: Wilmington State: NC Zip: 28412

**According to (G.S. 130A-309D(b))**

This report must be sent to the Regional Waste Management Specialist for your area and a copy of this report must be sent to the County Manager of each county from which waste was received.

CERTIFICATION: I certify that the information provided is an accurate representation of the activity at this facility.

Signature: \_\_\_\_\_ Date: 7-27-07  
 Name: \_\_\_\_\_ Phone: 910-793-1460  
 Email Address: \_\_\_\_\_ Website: \_\_\_\_\_



**WILMINGTON MATERIALS**  
3612 HWY 421 NORTH  
WILMINGTON, NORTH CAROLINA 28402

## **HURRICANE EMERGENCY ACTION SAFETY PLAN**

<b>SITE MANAGER:</b>	<b>JOHNNIE REGISTER</b>	<b>PHONE 910-763-4569</b>
<b>PLANT I SCALE HOUSE</b>	<b>TERRI DALE</b>	<b>PHONE 910-763-4569</b>
<b>PLANT II SCALE HOUSE</b>	<b>BRIDGETT EDGE</b>	<b>PHONE 910-762-8783</b>
<b>PLANTS COORDINATOR</b>	<b>GREG JACOBS</b>	<b>PHONE 910-763-4569</b>

WILMINGTON MATERIALS IS A RECYCLING FACILITY HANDLING LAND CLEARING DEBRIS. WE OPERATE THIS FACILITY IN ACCORDANCE WITH NCDENR DIVISION OF WASTE MANAGEMENT AND 15 NCAC 13B.0300 UNDER PERMIT NUMBER T&P 65-007.

THE CONTENTS OF THIS ORIENTATION INFORMATION ARE PRESENTED AS GUIDELINES OF CURRENT SITE POLICIES AND SAFETY PROCEDURES, AND THEY MAY BE CHANGED AND UPDATED BY WILMINGTON MATERIALS AS NECESSARY.

### **SAFETY**

SAFE WORK PRACTICES ARE FIRST PRIORITY ON THIS SITE. OUR GOAL IS TO PREVENT ACCIDENTS. WE EXPECT ALL EMPLOYEES, CONTRACTORS, AND SUB-CONTRACTORS TO PAY PROPER ATTENTION TO SAFE WORK PRACTICES TO HELP ACHIEVE AND MAINTAIN THIS GOAL.

## OSHA REGULATIONS

ALL WORK MUST BE PERFORMED IN A MANNER THAT COMPLIES WITH OSHA REGULATIONS AND REQUIREMENTS AS A MINIMUM GUIDE.

## ACCIDENTS / INJURIES

ALL ACCIDENTS AND OR INJURIES, NO MATTER HOW MINOR MUST BE REPORTED TO SITE SAFETY MANAGEMENT WILL ASSIST IN PROVIDING AND REFERING YOU TO PROPER MEDICAL CARE.

## HEALTH & SAFETY

HEALTH AND SAFETY ARE GIVEN TOP PRIORITY ON THIS SITE.

## FIRST AID

CONTRACTORS ENTERING THIS SITE ARE EXPECTED TO BE RESPONSIBLE FOR PROVIDING INCIDENTAL FIRST AID FOR THEIR EMPLOYEES. WILMINGTON MATERIALS HAS FIRST AID KITS LOCATED IN THE MECHANIC SHOP AND SCALE HOUSE.

## CLOTHING /PPE

SHIRTS WITH A MINIMUM OF FOUR INCH SLEEVES SHALL BE WORN AT ALL TIMES WHILE ON SITE ANSI APPROVED HARD HATS AND SAFETY GLASSES ARE REQUIRED FOR DRIVERS WHEN OUT SIDE OF CAB.

## VEHICLES /EQUIPMENT

ALL MOBILE EQUIPMENT SHALL HAVE BACK-UP ALARM, FIRE EXTINGUISHER, HORN , MIRRORS AND SEAT BELTS. SEAT BELTS ARE MUST BE WORN AT ALL TIMES WHILE ON SITE.

### HAZARDOUS MATERIALS

WILMINGTON MATERIALS DOES NOT ACCEPT ANY HAZARDOUS MATERIALS FOR DISPOSAL.

### HOUSEKEEPING

ALL CONTRACTORS ARE REQUIRED TO DISPOSE OF TRASH IN PROPER CONTAINERS. DO NOT MIX TRASH WITH DEBRIS.

### WEAPONS

NO WEAPONS ARE ALLOWED ON SITE. VEHICLE ARE SUBJECT TO SEARCH WHEN ENTERING SITE.

### SECURITY

PERSONS WHO REMOVE OR ATTEMPT TO REMOVE COMPANY PROPERTY WITHOUT AUTHORIZATION, POSSESS FIRE ARMS, WEAPONS, CONTROLLED SUBSTANCES OR ALCOHOLIC BEVERAGE ON SITE WILL BE PROMPTLY REMOVED.

### ENVIRONMENTAL

REPORT ALL SPILLS, LEAKS, CHEMICAL RELEASES TO SITE MANAGEMENT IMMEDIATELY.

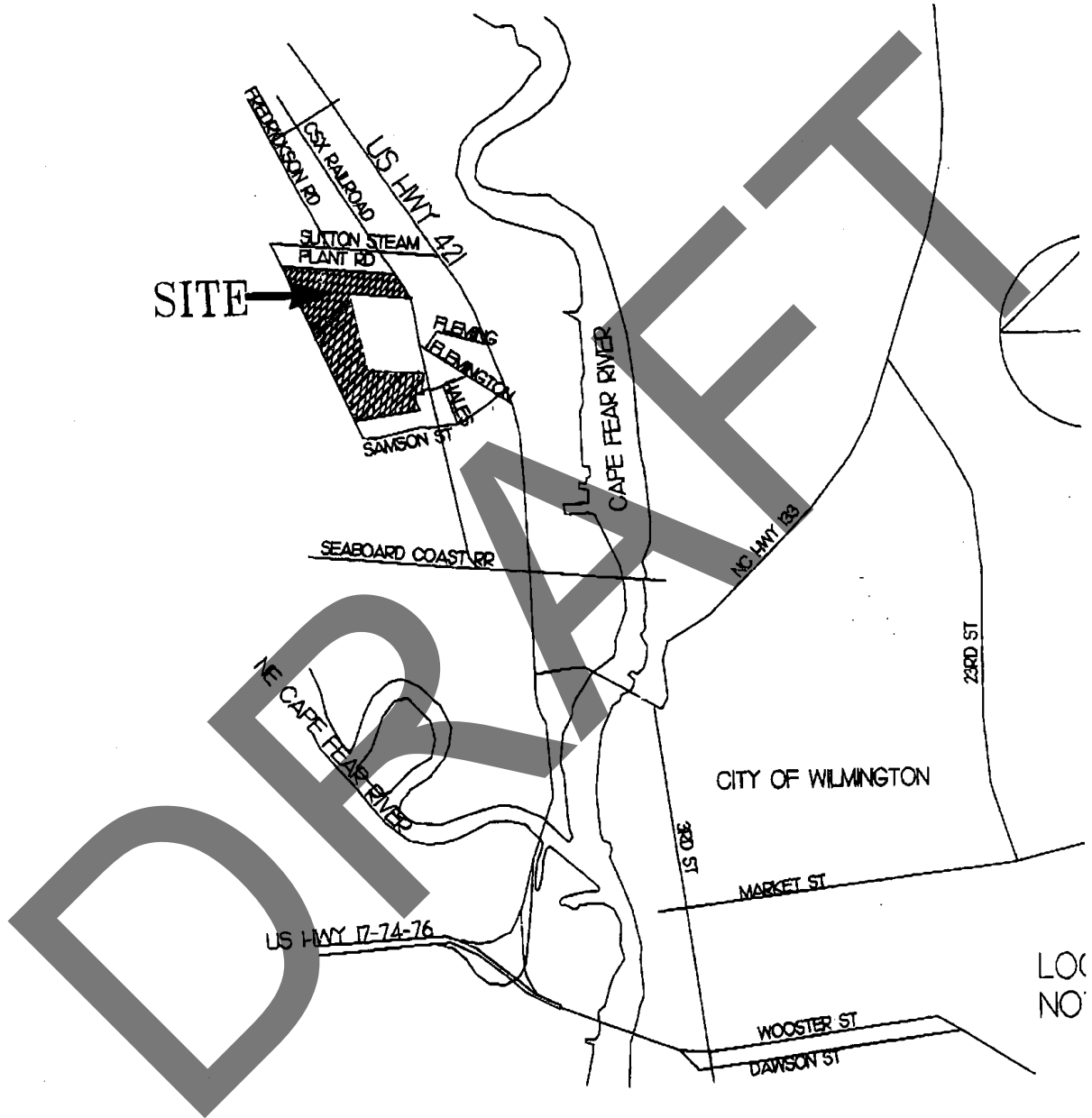
### RULES OF CONDUCT

YOU ARE EXPECTED TO CONDUCT YOURSELVES IN A BUSINESS / PROFESSIONAL MANNER NECESSARY TO MAINTAIN A SAFE WORK PLACE.

### TRAFFIC PATTERN

YOU MUST OBSERVE ALL TRAFFIC SIGNS AND PATTERNS WHILE ON SITE. STOP SIGN MEAN STOP.

**PROJECT #05 28304**



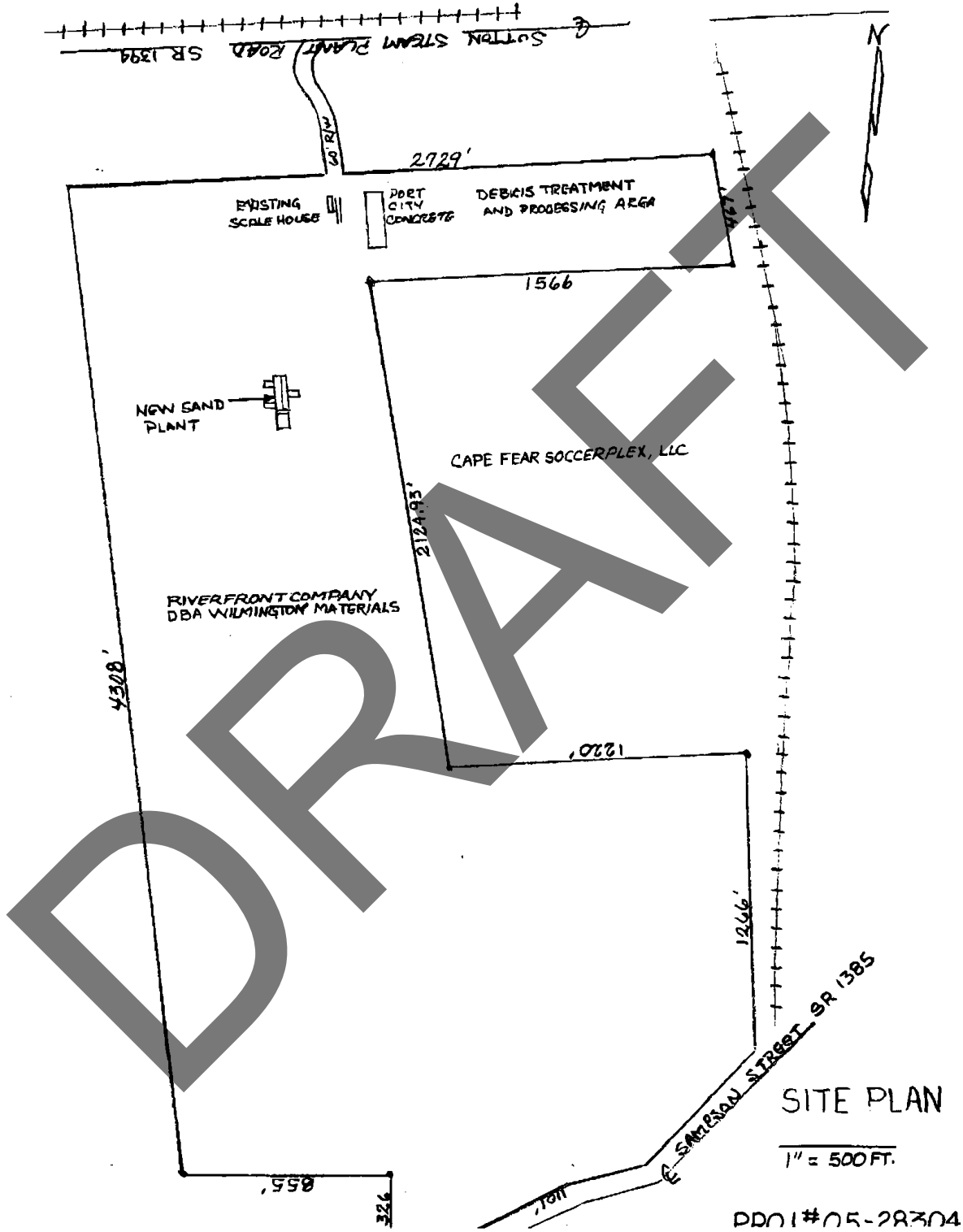
VICINITY MAP

NTS

09/07/2007 10:52 19102568740

CAPE FEAR PAVING

PAGE 05



April 15, 2010

Johnson Environmental  
Attention: Mr. Barry Johnson  
429 Camway Drive  
Wilmington, North Carolina 28403

Re: Documentation For  
FEMA Debris Pilot Program  
Sampson County Disposal, LLC  
Subtitle D Municipal Solid Waste Landfill (Permit #82-02)

Dear Mr. Johnson:


Sampson County Disposal, LLC and Waste Industries, Inc. are pleased to present you with the following documentation for the new Federal Emergency Management Agency (FEMA). As I understand from our October 1, 2007 telephone conversation, this information is requested in order to provide the necessary documentation substantiating our facility as acceptable for receiving hurricane/emergency debris.

Our submittal includes the information below, as well as the following attachments:

<b>ATTACHMENT I</b>	NCDENR Permit to Operate
<b>ATTACHMENT II</b>	Site Layout, Vicinity Map, With Groundwater Overlay
<b>ATTACHMENT III</b>	Emergency and Contingency Procedures Plan

We appreciate the opportunity to work with you and Johnson Environmental on this project. If you have any questions or require additional information, do not hesitate to contact me at (910) 520-1002.

Sincerely,

  
Shawn P. Carroll  
Environmental Operative

Encls

Cc: SCD, WILFD files

***DOCUMENTATION FOR  
FEMA DEBRIS PILOT PROGRAM***

**PREPARED FOR**

***JOHNSON ENVIRONMENTAL COMPANY  
ATTN: MR. BARRY JOHNSON  
429 CAMWAY DRIVE  
WILMINGTON, NC 28403***

**APRIL 15, 2008**

**SUBMITTED BY:**



**WASTE INDUSTRIES, INC./SAMPSON COUNTY DISPOSAL, INC.  
SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL  
7434 ROSEBORO HIGHWAY  
ROSEBORO, NORTH CAROLINA 28382  
PHONE: (910) 525-4132  
FAX: (910) 525-4150**



**IV. DEBRIS MANAGEMENT SITES****GENERAL SITE DESCRIPTION:**

(Refer to ATTACHMENTS I and II)

The Sampson County Disposal facility includes an active Subtitle D Municipal Solid Waste Landfill (MSWL), as well as an un-lined Construction and Demolition (C&D) facility. Both disposal units operate under active Permit #82-02, as issued by the North Carolina Department of Environment and Natural Resources (NCDENR), Division of Waste Management (DWM), Solid Waste Section (SWS). The cover page for the current permit is included in **ATTACHMENT I**.

As illustrated on ATTACHMENT II, the site is located immediately north of Roseboro Highway (NC Highway 24), near Roseboro, Sampson County, North Carolina. The facility address is as follows:

Sampson County Disposal, LLC  
7434 Roseboro Highway  
Roseboro, North Carolina 28382  
Phone: (910) 525-4132  
Fax: (910) 525-4150

The site is a wholly owned subsidiary of Waste Industries, Inc. The Corporate address for Waste Industries is as follows:

Waste Industries, Inc.  
3309 Benson Drive  
Raleigh, North Carolina 27609  
Phone: (919) 325-4000

**A. Site Management****1. Site Manager**

The following information provides site management contacts:

Name:	<b>Bryan Wuester</b>	Title:	<b>Landfill Manager</b>	Phone:	<b>(910) 525-4132</b>	Fax:	<b>(910) 525-4150</b>
Name:	<b>Pending</b>	Title:	<b>Division Env. Operative</b>	Phone:		Fax:	
Name:	<b>Veronica Lee</b>	Title:	<b>Landfill Div. Sales</b>	Phone:	<b>(919) 422-9057</b>	Fax:	<b>(919) 872-1474</b>
Name:	<b>Jerry Johnson</b>	Title:	<b>Vice President</b>	Phone:	<b>(919) 325-4000</b>	Fax:	<b>(919) 872-1474</b>

## 2. Monitoring Staff and Assignments:

The site is currently required to conduct methane/landfill gas (LFG), storm water (quarterly NPDES), SARA Title V air monitoring, and semi-annual groundwater, surface water, and leachate sampling. The quarterly NPDES stormwater sampling and methane/LFG sampling are conducted by in-house personnel. SARA Title V Air Monitoring and the semi-annual compliance monitoring of groundwater, surface water and leachate are conducted by independent consulting/engineering firms.

Name:	<i>Bryan Wuester w/SCD</i>	Title:	<i>Landfill Manager</i>	Tasks:	<i>Overall Landfill Compliance</i>
Name:	<i>Clinton Whitt</i>	Title:	<i>Field Ops</i>	Tasks:	<i>Monitor methane/LFG and NPDES</i>
Name:	<i>Rachel Kirkman w/Golder</i>	Title:	<i>Senior Project Geologist</i>	Tasks:	<i>Semi-Annual GW/Surface Water/Leachate</i>
Name:	<i>Stacy Smith w/RS&amp;G</i>	Title:	<i>Principal Engineer</i>	Tasks:	<i>SARA Title V Permitting/Monitoring</i>

## 3. Safety Personnel (Refer to ATTACHMENT III)

ATTACHMENT III includes the site's Emergency and Contingency Procedures Plan, which also includes site-specific health and safety plans. The following indicates the personnel responsible for safety at SCD:

Name:	<i>Bryan Wuester w/SCD</i>	Title:	<i>Landfill Manager</i>	Tasks:	<i>Overall Landfill Safety</i>
Name:	<i>Bryan Wuester</i>	Title:	<i>Safety Coordinator</i>	Tasks:	<i>Safety training, recording, reporting</i>
Name:	<i>Ralph Ford w/WI</i>	Title:	<i>Corp. Risk Management</i>	Tasks:	<i>Corporate health and safety</i>

## B. Establishment and Operations Planning

### 1. Permits (Refer to ATTACHMENT I)

The site's current Permit to Operate is included in ATTACHMENT I. The permit (#82-02) was issued by the NCDENR SWS on June 1, 2006, and is current through May 31, 2011.

In addition to the Permit to Operate, the site has been issued several other permits by the appropriate regulatory agencies:

Regulatory Authority	Permitted Activity	Permit #	Issue Date	Expiration Date
<b>NPDES PERMIT 012000</b>	<b>General Stormwater Discharge</b>	<b>NCG120054</b>	<b>9/1/2002</b>	<b>10/31/2012</b>
<b>NPDES</b>	<b>Construction Activities</b>	<b>NCG 010000</b>	<b>4/6/2006</b>	<b>Ongoing</b>
<b>NPDES</b>	<b>Mine Site</b>	<b>NCG020000</b>	<b>1/19/2005</b>	<b>12/31/2014</b>
<b>NCDENR SWS</b>	<b>Permit to use TPH Soil as ADC</b>	<b>82-02</b>	<b>8/27/2001</b>	<b>Conditional</b>
<b>NCDENR Air Quality</b>	<b>Title V Air Emissions</b>	<b>09431T00</b>	<b>12/9/2005</b>	<b>Pending</b>
<b>City of Clinton</b>	<b>Waste Water Discharge (currently no discharge)</b>	<b>LUP#0011</b>	<b>1/2/2007</b>	<b>1/2/2008</b>

**2. Location**  
(Refer to ATTACHMENT II)

As indicated in the overlay on **ATTACHMENT II**, the site is located approximately 7 miles west of Clinton, Sampson County, North Carolina. The site is located immediately north of Roseboro Highway (NC Highway 24 West), and is comprised of a total of 1,400 acres. Approximately 80 acres are currently active, with a total of 205 acres permitted for disposal.

**a. Baseline Data**

The SCD facility is an operating Subtitle D MSWL permitted by NCDENR. Baseline data is not applicable as the site is currently required to conduct quarterly NPDES and methane monitoring/reporting, as well as semi-annual groundwater, surface water, and leachate sampling/monitoring. Following closure, the facility is then required to conduct "Post Closure Care and Maintenance" to include sampling/reporting for 30 years.

These provisions and results of sampling may be made available as requested at either the facility or the NCDENR Raleigh Regional Office

**b. Ingress/Egress**

Ingress/egress to the site is via a paved access road, controlled by a scale house manned constantly during operating hours. Access to the site during off hours is controlled by locked gates and manned security.

Once a vehicle enters the site, the vehicle proceeds to the scale house. The gross weight is determined by a state and USDA-certified scale system. Visual screening of the loads are conducted at the scale house, directly by personnel via security cameras. Once the gross weight is determined, the vehicles proceed to the disposal area. All access roads are graded and improved with stone. Access and traffic flow are well managed, and a spotter at the site directs traffic and also provides additional visual waste screening. Vehicles are then required to scale-out, and weigh tickets are provided to the driver and

maintained on site for a minimum of one year. Two scales are available, typically one is utilized for inbound traffic and one for outbound.

The site's normal operating hours are 6:00 am to 5:00 pm Monday through Friday, and 6:00 am to 12:00 pm on Saturday. The site is closed on Sunday.

**3. Site Layout  
(Refer to ATTACHMENT II)**

The site layout is illustrated in **ATTACHMENT II**. Note that the facility maintains an active MSW landfill as well as a C&D landfill. The site layout is designed to maximize ease of access to traffic, while minimizing truck turnaround time.

**4. Site Preparation**

As indicated in the Permit to Operate, the site is currently operating in Phase Two, Cell 6 of the MSWL, and Phases 2B and 3 of the C&D landfill. The MSWL is currently permitted for 205 acres and 50.2 million cubic yards, and the C&D landfill is permitted for 36 acres and 3.4 million cubic yards. The site also has an area utilized to stockpile green waste prior to mulching.

Under normal operations, typical C&D debris is actually disposed of in the MSWL. The C&D unit is primarily utilized to dispose of asbestos containing materials (ACMs). The MSWL currently accepts approximately 4,000 tons per day. Two tippers are utilized at the working face to accelerate dumping.

Should a significant storm event occur, the site is more than adequately equipped to cope with the additional debris generated by the storm. Adequate personnel and equipment are currently available to handle at least an additional 500 tons per day of waste. The area utilized to stockpile green waste also has significant storage space available. Under a significant storm event scenario, the facility would also be able to obtain additional equipment and a tipper using resources within the Waste Industries Landfill Division.

**5. Volume Reduction Methods**

Volume reduction at the SCD facility is primarily accomplished by properly maintaining a high compaction ratio and 3:1 slopes.

**a. Incineration**

The SCD facility does not currently have an incinerator.

**b. Grinding and Chipping**

The facility does have a green waste stockpiling area. The green waste is periodically ground into mulch. The mulch is utilized onsite to assist with slope stabilization and to promote vegetative cover.

## 6. Recycling

Limited recycling is conducted at the site, although recycling is actively promoted at the Waste Industries convenience centers and transfer stations. The SCD facility does provide tire and white good collection services for Sampson County. The tires and white goods are collected at an area separate from the working face, and are subsequently shipped off-site for recycling.

In addition, several commercial/industrial waste streams are utilized at the site for beneficial reuse purposes. Stone, concrete and asphalt from demolition projects are utilized for road base and turning pads. Other waste streams such as petroleum-impacted soil, incineration ash, wastewater treatment sludge, and auto-shredder fluff are utilized as Alternate Daily Cover (ADC).

## 7. Environmental Monitoring Program

As previously mentioned, the site is an active, Subtitle D MSWL fully permitted to operate by NCDENR. Monitoring at the site is driven by requirements indicated in Section B.1.

Regulatory Authority	Permitted Activity	Permit #	Monitoring Interval
<b>NPDES PERMIT 012000</b>	<b>General Stormwater Discharge</b>	<b>NCG120054</b>	<b>NA</b>
<b>NPDES</b>	<b>Construction Activities</b>	<b>NCG 010000</b>	<b>NA</b>
<b>NPDES</b>	<b>Mine Site</b>	<b>NCG020000</b>	<b>Quarterly</b>
<b>NCDENR SWS</b>	<b>Permit to use TPH Soil as ADC</b>	<b>82-02</b>	<b>Weekly</b>
<b>NCDENR Air Quality</b>	<b>Title V Air Emissions</b>	<b>09431T00</b>	<b>Semi-Annual</b>
<b>NCDENR SWS</b>	<b>Permit to Operate (requires GW/SW/Leachate mon)</b>	<b>82-02</b>	<b>Semi-Annual</b>

**ATTACHMENT I**  
**NC DENR PERMIT TO OPERATE**

DRAFT



Sampson County Landfill  
Facility Permit No: 82-02  
Permit to Operate  
June 1, 2006  
Page 1 of 8

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
Dexter R. Matthews, Director  
Division of Waste Management  
Michael F. Easley, Governor  
William G. Ross Jr., Secretary

STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WASTE MANAGEMENT

**MUNICIPAL SOLID WASTE FACILITY  
PERMIT NO. 82-02**

**Sampson County Disposal, LLC (SCD)**, a wholly owned subsidiary  
of WASTE INDUSTRIES, INC., of Raleigh, NC  
is hereby issued a

**Permit to Operate**

a Municipal Solid Waste Landfill Facility,  
PHASE TWO, CELL 6 OF A MSW LANDFILL UNIT AND  
CONSTRUCTION AND DEMOLITION DEBRIS LANDFILL UNITS,  
Phases 2B and 3

located on North Carolina State Road 24, Sampson County, North Carolina, in accordance  
with Article 9, Chapter 130A, of the General Statutes of North Carolina and all rules  
promulgated thereunder and subject to the conditions set forth in this permit. The facility is  
located and described by the legal description found in the approved application.

Edward F. Mussler III  
CN = Edward F. Mussler III, C =  
US, O = Division of Waste  
Management, OU = Solid Waste  
Section  
I have reviewed this document  
and I am approving this document  
2006.06.01 16:51:37 -04'00'

Edward F. Mussler, III, P.E.,  
Permitting Branch Supervisor  
Permitting Branch  
Solid Waste Section



### ATTACHMENT 3

#### A. Permitting History

Permit Type	Date Issued
Original Issue	September 6, 2000
Date of Modification	October 5, 2001
Permit Amendment for Cells 3A and 5	November 18, 2003
New Facility Permit and Franchise Change	June 15, 2004
Permit Amendment for Cell 6	May 31, 2006

#### B. List of Documents for the Approved Plan

##### Part I. General Facility Conditions

1. *Department of the Army (DA) permit to discharge fill material into 11.0 Acres of Section 404 wetlands for the expansion of the existing Sampson County Municipal Solid Waste Landfill Facility. Action ID. 200001460 . November 20, 2002*
2. *Wetland Mitigation Plan. Northern Expansion, Sampson County Landfill. Sampson County, North Carolina. Prepared for Waste Industries, Inc. Prepared by: Eco Science, Raleigh, NC. August 2002.*

##### Part II: Municipal Solid Waste Landfill Conditions

1. *BFI-Sampson County Disposal, Inc. Construction Record Documentation Property Expansion Solid Waste Management Facility. Municipal Solid Waste Landfill Cell 1-2. Leachate Storage Facility. Leachate Force Main. Prepared by Hazen and Sawyer, P.C. Raleigh, NC. December 1999. H&S No. 30010. 2 vols.*
2. *Record Documentation and Certification Report. Sampson County Disposal, Inc. Northern Property Expansion. Phase 1- Cells 3 & 4. Prepared for Waste Industries, Inc. 3301 Benson Drive, Suite 601, Raleigh, NC. 27609. Prepared By: G.N. Richardson & Associates, Inc. 425 N. Boylan Avenue, Raleigh, NC 27603. September 2001. 2 volumes.*
3. *Drawing S1- Proposed Subgrade. Waste Industries, Inc. Sampson County Landfill. Cells 3A/5 Construction and Wetlands Restoration/Creation. Prepared by : G.N. Richardson Associates, Inc. Raleigh, NC. December 16, 2002.*
4. *Specifications Section 02713. Tri-Planar Geonet Drainage Media. Sampson County Disposal, Inc. Landfill. December 2002.*
5. *Drawings entitled Cells 5 and 3A Construction and Wetlands Restoration/Creation at the Sampson County Landfill. Prepared for: Waste Industries, Inc. Sampson County Landfill, Sampson County, North Carolina. Prepared by G.N. Richardson, & Associates, Inc., Raleigh, NC., December 2002. 34 Sheets.*
6. *Design Modification No. 2. Cells 5 & 3A Construction, Sampson County Landfill (Permit No. 82-02). Prepared by Prepared by G.N. Richardson, & Associates, Inc., Raleigh, NC. May 20, 2003.*
7. *Contract Documents for Sampson County Disposal Inc. Cells 5 & 3A Construction and Wetlands Restoration/Creation at the Sampson County Landfill. NC Solid Waste Permit No. 82-02, Roseboro, North Carolina. Prepared for: Waste Industries, Inc. Raleigh, NC. Prepared by: G.N. Richardson &*

Associates, Inc. Raleigh NC. April 2003. Contains the Project Technical Specifications and CQA plan.

8. *Construction Quality Assurance Report. Cells 5 & 3A Construction, Sampson County Landfill, NC Solid Waste Permit No. 82-02, Roseboro, NC.* Prepared for: Waste Industries, Inc. Raleigh, NC. Prepared by: G.N. Richardson & Associates, Inc. Raleigh NC. October 2003. 3 volumes.
9. Drawings entitled *Cells 5 and 3A Construction and Wetlands Restoration/Creation at the Sampson County Landfill.* Prepared for: Waste Industries, Inc. Sampson County Landfill, Sampson County, North Carolina. Prepared by G.N. Richardson, & Associates, Inc., Raleigh, NC, December 2002. Revised October 2003. Record Issue. 18 Sheets.
10. *Construction Quality Assurance Report. Cell 6 Construction, Sampson County Landfill, NC Solid Waste Permit No. 82-02, Roseboro, NC.* Prepared for Waste Industries, Inc., Raleigh, NC. Prepared by: G.N. Richardson & Associates, Inc. Raleigh NC. May 2006 (2 digital submittals).
11. Drawing entitled *Phase 2 MSW Landfill Cell 6 Airspace Report* with cover letter prepared for Waste Industries, Inc. Raleigh, NC, by G.N. Richardson & Associates, Inc., Raleigh, NC, May 2006.

### PART III: CONSTRUCTION AND DEMOLITION LANDFILL CONDITIONS

1. *Field Density Test Report, S&ME Inc.* August 30, 1996.
2. *As-Built Survey.* Derward W. Baker and Associates. August 30, 1996.
3. *Sampson County C&D Landfill, Phase IIA. Construction Quality Assurance (CQA) & Application for a Permit to Operate a C&D Landfill.* Prepared: Sampson County Landfill. Waste Industries, Inc. Prepared by ESP Associates, P.A., Charlotte, NC. September 2000.
4. *Permit Area 82-02m C&D Landfill- Cell IIA Repair Certification, Sampson County, NC.* G.N. Richardson & Associates, Raleigh, NC. January 17, 2001.

### PART IV: LAND CLEARING AND INERT DEBRIS LANDFILL CONDITIONS (NOT APPLICABLE)

### PART V: YARD WASTE CONDITIONS (NOT APPLICABLE)

### PART VI: MISCELLANEOUS TREATMENT AND PROCESSING FACILITIES CONDITIONS

1. *Facility Operations Plan, Permit to Construct Application, Sampson County Disposal, LLC, Northern Property Expansion,* G.N. Richardson & Associates, Inc.; April 2003, amended June 2004.
2. *Notification of Sludge Solidification Operations,* G.N. Richardson & Associates, Inc.; February 17, 2005.

- End of Section -

## ATTACHMENT 4

### Conditions of Permit to Operate

#### PART I GENERAL FACILITY CONDITIONS

1. This permit shall be reviewed on June 1, 2011, pursuant to 15A NCAC 13B.0201(e). No later than March 1, 2011, the owner or operator shall submit to the Solid Waste Section an amendment to the permit prepared in accordance with 15A NCAC 13B .1603(a)(2) or a permit modification prepared in accordance with 15A NCAC 13B .1603(a)(3), as applicable.
2. In the event of conflicts between this Permit to Operate and previously issued conditions, the conditions of this Permit to Operate shall supersede previously issued conditions.
3. The solid waste management units within this facility shall conform to all operating procedures described in the approved plans, Documents 3 and 4, Part II, Attachment 1, 15A NCAC 13B, and the conditions specified herein.
4. Additional conditions and revision of the approved documents or changes during the operation of the landfill require approval by the North Carolina Solid Waste Section.
5. On or before August 1 of each year, Sampson County Disposal (SCD) shall report to the Solid Waste Section the tons of waste received at this facility and disposed of in the landfill units. SCD shall provide the information on forms prescribed by the Section. The reporting period shall be for the previous year, beginning July 1 and ending on June 30. The report shall include the following information:
  - a. The tons of waste received and disposed of , compiled on a monthly basis by county, city, or transfer station of origin and by specific waste type if diverted to a specific unit within the permitted facility.
  - b. A physical measurement of volume utilized in the MSW cells shall be performed during the second quarter of the calendar year. The volume, in cubic yards, and date of the measurement shall be included in the report.
  - c. The amount of waste, in tons, from scale records, disposed in the MSW cells since March 1, 2000 through the date of the annual volume measurement.
6. The completed report shall be forwarded to the Regional Waste Management Specialist for the facility. A copy of the completed report shall be forwarded to the County Manager of each county from which waste was received.
7. Ground water quality at this facility is subject to the "Classifications and Water Quality Standards Applicable to the Groundwater of North Carolina", 15A NCAC 2L. This includes, but is not limited to, provisions for detection monitoring, assessment, and corrective action.

## PART II MUNICIPAL LANDFILL UNIT SPECIFIC CONDITIONS

### GENERAL CONDITIONS

1. This permit approves the operation of Phase II Cell 6 of the municipal solid waste landfill unit as well as the on-site environmental management and protection facilities as described in the approved plans.
2. This permit is for operational approval of a 5-year permitted gross volume of approximately 5,929,944 cubic yards consistent with the final contours as shown on Figure 1 of Document No. 11, Part II, Attachment No. 3. This capacity is based on an average annual disposal rate of approximately 1,825,000 tons (approximately 5000 tons per day, 365 days per year) facility total as set forth in Part II, Document 3, Attachment 1.

### MONITORING AND REPORTING

3. Ground water monitoring at this unit shall be as prescribed by the appropriate requirements of 15A NCAC 13B .1630-.1637 and the approved monitoring plan.
4. A readily accessible unobstructed path shall be cleared and maintained so that four-wheel drive vehicles may access monitoring well locations at all times.
5. A field log book which details all development, sampling, repair, and all other pertinent activities associated with each monitoring well and all sampling activities associated with each surface water and leachate sampling location shall be kept as part of the permanent facility record.
6. Records of all ground-water, surface water and leachate analytical data shall be kept as part of the permanent facility record.
7. Ground water monitoring wells and surface water sampling locations must be sampled for Appendix I constituents at least semi-annually according to the specifications outlined in the approved water quality monitoring plan and the current policies and guidelines of the Section in effect at the time of sampling.
8. Reports of the analytical data for each water quality sampling event shall be submitted to the Section within 60 days of the respective sampling event. Analytical data shall be submitted in a manner prescribed by the Section.
9. The four independent samples which comprise the initial baseline sampling event shall be collected from each ground water monitoring well and the report shall be submitted to the Section within six months after issuance of the Permit to Operate.
10. Untreated leachate shall be sampled and analyzed at least semi-annually concurrently with the ground and surface water sampling. The leachate shall be analyzed for all Appendix I constituents, pH, specific conductance, BOD, COD, sulfates, nitrates, and phosphates. Test results shall be submitted to the

Section along with ground and surface water test results. In the event leachate is recirculated, additional leachate sampling may be required.

#### **OPERATIONAL CONDITIONS**

11. The landfill unit shall conform to all operating requirements described in the approved plans, Document 3, Part II, Attachment 1, 15A NCAC 13B .1626, and the conditions specified herein.
12. The use of alternative daily cover requires approval, prior to implementation, by the Solid Waste Section. Requests for alternative daily cover approval must include a comprehensive use and demonstration of the effectiveness plan developed according to Section guidelines and consistent with the approved plan. Plans which are approved by the Section will be incorporated into, and made a part of, the approved documents found in Attachment 3.
  - a. The use of Posi-shell as an alternate daily cover is approved and subject to the terms and conditions of operation as set forth in the plan. Soil cover shall be applied at a minimum of one time per week in accordance with Rule .1626 (2). Soil shall be applied more frequently, if needed, to control nuisance, odor or vectors.
  - b. The use of a mixture of wood chips and virgin soil is approved as an alternate daily cover. The cover mixture shall consist of at least 80 percent soil. The cover shall be used on a daily basis in accordance with Rule .1626 (2)
  - c. The use of petroleum contaminated soil is approved as an alternate daily cover. The soil shall be used, monitored and tested in accordance with the approved Operation Plan contained in Document 3, Part II, Attachment 1.
  - d. The use of 'fines' from construction and demolition waste materials in accordance with the approved Operation Plan contained in Document 3, Part II, Attachment 1.
13. The use of leachate recirculation as a leachate management tool is approved. Leachate recirculation shall be conducted in accordance with the approved Facility Operation Plan, Document 3, Part 2, Attachment 1. Leachate may NOT be recirculated over areas that do not have a liner that conforms with Rule .1624(b)(1)(A).
14. The landfill facility is permitted to co-dispose of wastewater treatment sludge generated within the facility's approved service area, and subject to the terms and procedures of the approved plan.
15. Closure or partial closure of any MSWLF unit shall be in accordance with the Closure Plans described in the approved plans and 15A NCAC 13B .1629. Final Closure Plans shall be submitted to the Division at least 90 days prior to implementation. Closure and Post-closure financial instruments shall be updated annually pursuant to 15A NCAC 13B .1628.

#### **PART III CONSTRUCTION AND DEMOLITION DEBRIS UNIT SPECIFIC CONDITIONS**



1. This C&D unit is approved for a five year disposal capacity of approximately 478,00 cubic yards in Phase I and approximately 422,000 cubic yards in Phase IIA, consistent with the approved contours as shown on sheet 2 of Document 1, Part III, Attachment 1. This capacity is based on an average disposal rate of approximately 75 tons per day, increasing 25 tons per day annually.
2. Operation of the C& D unit shall be in accordance with 15A NCAC 13B .0505, the approved plan, and the following specific conditions:
3. Waste Acceptance and Disposal:
4. The C&D unit is permitted to receive the following waste types:
  - a. Land Clearing Debris as defined in G.S. 130A-290, specifically, solid waste which is generated solely from land-clearing activities, such as stumps, trees, etc.;
  - b. Inert Debris defined as solid waste which consists solely of material that is virtually inert, such as brick, concrete, rock and clean soil;
  - c. Asphalt in accordance with G.S. 130A-294(m); and
  - d. Construction and Demolition Debris defined as solid waste resulting solely from construction, remodeling, repair or demolition operations on pavement, buildings or other structures.

**COVER MATERIAL REQUIREMENTS:**

5. Waste shall be covered with six inches (6) of suitable cover at least once per week, or when the active working area reaches one-half acre (1/2) in size, or more often as necessitated by the nature of the waste, so as to prevent the site from becoming a visual nuisance and to prevent fire, windblown materials, vectors or water infiltration. Areas which will not receive additional waste on them for twelve months or more, but where final elevations have not been reached, shall be covered with one (1) foot of soil cover.

**MONITORING REQUIREMENTS:**

6. Groundwater and surface water sampling and analysis shall conform to the specifications found in the approved plan.

**CLOSURE REQUIREMENTS**

7. The C& D unit shall be closed in accordance with the approved plan and the requirements of the Solid Waste Section at the time of closure. A final closure plan shall be submitted for review at least ninety (90) days prior to closure of any phase of the C&D landfill unit.

**PART IV LAND CLEARING AND INERT DEBRIS UNIT SPECIFIC CONDITIONS  
(NOT APPLICABLE)****PART V YARD WASTE UNIT SPECIFIC CONDITIONS  
(NOT APPLICABLE)**

**PART VI MISCELLANEOUS TREATMENT AND PROCESSING UNIT SPECIFIC CONDITIONS**  
(Specify Unit Type)

**SLUDGE SOLIDIFICATION**

1. Sludge Solidification operation are approved. The approved plans are contained in the Facility Operations Plan, Document 2, Part VI, Attachment 3.

*- End of Permit Conditions -*

DRAFT



**ATTACHMENT II**  
**SITE LAYOUT, VICINITY MAP,**  
**WITH GROUNDWATER OVERLAY**

DRAFT

**DWG 1**

**FACILITY GROUNDWATER CONTOUR MAP –**

(This attachment locates the D-Size Map described above – can be found with original copy only  
– Public Services Department's Division of Solid Waste)

DRAFT

**ATTACHEMENT III**  
**EMERGENCY & CONTINGENCY PROCEDURES PLAN**

DRAFT

EMERGENCY & CONTINGENCY PROCEDURES  
FOR  
SAMPSON COUNTY DISPOSAL INC.

WASTE INDUSTRIES  
SAMPSON COUNTY DISPOSAL INC.

JUNE 11, 2001

REVISED

JUNE 28, 2002

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JULY 1, 2004

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### **EMERGENCY PREPAREDNESS AND CONTINGENCY PLAN**

The intent of this document is to provide an emergency preparedness and contingency plan for the Sampson County Disposal located at 7434 Roseboro Hwy, Roseboro, NC. Sampson County Disposal is owned and operated by Waste Industries. This plan provides site-specific emergency procedures as well as address Waste Industries emergency protocols.

Safety and emergency preparedness are often incorrectly assumed to be synonymous. Although safety and emergency preparedness are not the same they are closely related and dependent on one another. Safe operating procedures and a safe work environment will reduce the number of accidents or occurrences requiring specific emergency response actions. An emergency preparedness plan provides identification of foreseeable emergencies, means of safely responding to those emergencies, reporting of emergency activities, training of employees to safely respond to emergencies and protection of the community.

Effective communications are essential to ensure that any emergency is handled immediately and properly. All S.C.D. personnel will receive instruction regarding this emergency preparedness and contingency plan. Heavy equipment operators and laborers have access to the gate house/office, which is equipped with a telephone. In the event of an emergency at the site, the agreed internal alarm shall be the use of the verbal communication and the use of the telephone. The employee making the alarm shall contact the emergency coordinator or landfill manager stating the type of emergency and the location. The following emergency telephone numbers shall be posted in the gatehouse and administrative office for easy access and proximity to a telephone.

Fire	911
Ambulance	911
Police	911
State Emergency Response	(800) 858-0368
Jerry Johnson Division Manager	(919) 325-3000 Extension 3083: Office
Bryan Wuester Landfill Manager	(910) 525-4132: Office (910) 990-0141: Mobile (910) 533-2724: Home
Clinton Whitt Maint. Manager	(910) 525-4132: Office (910) 214-1284: Mobile (910) 525-3549: Home
Tabetha Tyndall Safety Officer	(910) 525-4132: Office (910) 214-6138: Mobile (910) Home

Ralph Ford  
Corporate Safety Manager

(919) 877-7532: Office

The Landfill Manager, Bryan Wuester, will be designated as the site emergency coordinator. In his absence, and to assure on site coordination of response in an emergency, the following personnel will be designated deputy coordinators:

- Tabetha Tyndall – Safety Officer
- Clinton Whitt – Maint. Manager

These coordinators must be thoroughly familiar with this emergency preparedness and contingency plan, all operations at this site, and facility layout.

In the event of an emergency, it may be necessary to seek outside assistance from the agencies specified on the emergency telephone list provided in Appendix C, at the end of the document. To ensure these agencies are properly prepared to handle an emergency at this site, this emergency preparedness and contingency plan will be provided to each agency. In addition, a site tour will be offered to each agency's representative.

If any emergency condition requires that the site be evacuated, the evacuation routes identified on the attached site plan will be used. The site plan must be clearly posted at the site for employees, customers, visitors, and other personnel to review. In the event the primary evacuation route cannot be used, the secondary route will be used. If necessary, both evacuation routes can be used; however, both routes must be properly manned to ensure all personnel, visitors, and customers are accounted for.

This emergency preparedness and contingency plan is designed to provide means to respond to:

- General emergencies, accidents, and injuries
- Fires and hot loads
- Hazardous spills
- Asbestos spills
- Explosions
- Radioactive loads
- Civil disturbances
- Floods and earthquakes
- Needle-Sticks
- Petroleum product spills
- Landfill gas extraction system emergencies

It will be the responsibility of the landfill manager to review this plan on an annual basis and to make changes, additions, or deletions as needed to keep this plan up to date. In addition, the responding emergency coordinator, and landfill manager will review this plan



after any emergency incident. If the incident review indicates plan revisions are required the necessary changes will be implemented immediately.

### **GENERAL EMERGENCIES, ACCIDENTS AND INJURIES**

The procedures identified in this section are to be followed in any emergency not specifically addressed in other portions of this plan.

The first employee detecting the emergency:

1. Notifies the emergency coordinator by verbal communication, telephone, or other agreed alarm. If the emergency coordinator is unavailable, notify the deputy coordinator.
2. Gives emergency first aid, if properly trained, to the injured.

Until the emergency coordinator or deputy coordinator arrives, the employees present:

1. Direct site personnel, site visitors, and customers to evacuate the area if there is an imminent risk to their personal safety.
2. Those so trained give first aid to the injured. If the injury is moderate (i.e., broken bone, minor laceration, or burn) notify Sampson Regional Medical Center, 607 Beaman Street, Clinton, N.C. 28328 (910) 592-8511, of an incoming patient, and arrange to have the injured person driven to the clinic. If the injury is severe (i.e., compound bone fracture, heart-attack, immobilized injury) contact an ambulance and initiate emergency care until the ambulance arrives.

The Emergency Coordinator or Deputy Coordinator:

1. Investigates the emergency to determine its seriousness. Initiates the following steps:
  - A. Activates internal alarms or communications to notify all personnel, visitors, and customers on the site of an imminent or actual emergency situation. If evacuation is required, directs all personnel, visitors, and customers to a safe area. The coordinator will designate an employee to ensure all personnel, visitors, and customers are accounted for. If an evacuation is required, no one except responding emergency teams will be allowed onto the site.
  - B. Seeks medical attention for injured persons, if this has not already been performed.

- C. Directs personnel to call the Branch Manager or Safety Officer and the necessary emergency agencies for assistance, or makes the calls personally. The notified agencies must be clearly informed of the location, nature of emergency, and person reporting the emergency.
  - D. Directs trained employees to begin to eliminate or minimize the emergency condition.
  - E. If the emergency presents a potential threat to surrounding areas, the coordinator will immediately contact local authorities. The coordinator will assist authorities in determining the need for an area evacuation, but the final decision to evacuate the area is the responsibility of the local authorities.
2. After the emergency is contained, the coordinator, in collaboration with the Branch Manager, will determine if the site must be closed until clean-up is complete and potential hazards are eliminated, and the extent of any damages, especially with regard to long range hazards.
  3. Ensure that all equipment used to contain the emergency is cleaned and restored to pre-accident conditions.

After necessary immediate action has been taken, the coordinator or designee must notify the following, if not previously reached, by telephone:

- Branch Manager
- Corporate Safety Manager

Within 48 hours of the incident, the coordinator must prepare a written report, which includes:

- Name and telephone number of the incident coordinator
- Location of the emergency
- Date, time, and nature of accident
- Type and quantity of materials involved
- Extent of injuries (if any)
- Potential hazards or impacts to human health and the environment
- Probable cause (if known) and means to prevent future occurrences
- Estimated quantity and disposition of recovered material (if any)
- Local responding agencies' primary coordinator name and telephone number
- Additional pertinent information

This report must be provided to the Branch Manager and the Corporate Safety Manager.

**NOTE:** Any activity that results in injury or death or the loss of \$10,000.00 or more, must be reported to the Branch and Corporate Safety Manager within 24 hours.

### **FIRES AND HOT LOADS**

In the event of a fire at the facility, the first employee detecting the fire will notify the emergency coordinator describing the location and extent of the fire and any need for immediate assistance for first aid or fire containment. If first aid is required and the employee is trained, he/she will administer first aid.

The Emergency Coordinator will:

1. Direct facility personnel to extinguish the fire by digging out the portions of the burning waste and extinguish the fire by covering it with soil.
2. Notify the fire department that a fire has occurred on site.
3. If the fire is unmanageable, the fire department will be asked to respond.
4. Attempt to contact the Branch Manager and/or Corporate Safety Manager.
5. If anyone has been injured, ensure that the injured party is given proper medical attention. If the injury is moderate, the manager will arrange for the injured person to be transported to Sampson Regional Medical Center, 607 Beaman Street, Clinton, N.C. 28328 (910) 592-8511, and will notify the clinic of an incoming patient. If the injury is severe, the manager will call an ambulance.
6. Notifies local agencies if the fire presents a potential threat to surrounding areas. The coordinator will assist the authorities to determine if an evacuation is required, but the final decision to evacuate the area is the responsibility of the local authorities.
7. After the fire is extinguished, the coordinator will determine if the site must be closed until all wastes have been cleaned up and all potential dangers of further accidents have been eliminated. No burned material will be incorporated into another material until it is determined that the fire is completely extinguished.
8. Ensure that all equipment used to contain the fire is cleaned and restored to pre-accident condition.

If the fire is in a truck or a truck is hauling a hot load, the employee first noticing the load will direct the truck away from the working area. The hot load will be spread and covered with soil to extinguish the fire as soon as possible.

Immediately following emergency response actions, the coordinator must notify the following, if not previously contacted, by telephone:

- Branch Manager
- Corporate Safety Manager

Within 24 hours of a hot load delivery, the coordinator shall notify the hauler (if known) to explain the dangers of delivering hot loads to the facility.

Within 48 hours of a compost fire, the responding coordinator must prepare a written report that includes:

- Name and telephone number of coordinator
- Location of fire
- Date, time, and type of fire
- Type and quantity of materials involved
- Extent of injuries (if any)
- Potential hazards or impacts to human health and the environment
- Names of personnel, visitors, or customers involved (if known)
- Probable cause (if known) and means to prevent future fires
- Estimated quantity of waste burned and disposed
- Local responding agencies' primary coordinator name and telephone number
- Additional pertinent information

This report must be provided to the Branch Manager and the Corporate Safety Manager. The Compliance Officer will ensure that a copy of the report is forwarded to appropriate local and state regulatory agencies, if necessary.

**NOTE:** Any activity that results in injury or death or the loss of \$10,000.00 or more, must be reported to the Branch and Corporate Safety Manager within 24 hours.

### **HAZARDOUS SPILLS**

The Sampson County Landfill will not receive for storage, treatment, or disposal any hazardous waste. The facility has an Industrial and Special Waste Management Plan that provides procedures employed at the site for employee recognition of non-hazardous industrial and special wastes. Implementation of the industrial and special waste plan reduces the chances of any wastes, other than compost, being delivered to the facility. All of the site personnel have been trained to recognize, and identify questionable wastes and ensure appropriate actions are taken in the event a questionable waste is delivered to the facility.

In addition to the special waste plan and hazardous waste recognition training provided to the employees, S.C.D. Inc. has a hazard communication program that informs employees of the hazardous properties of chemicals used in the work place. Employees have been trained in the proper use of all chemicals and have immediate access to all material safety data sheets.

In the unlikely event that a hazardous material is spilled at the Sampson County Landfill, the following procedures will be employed.

The first employee detecting the spill will:

1. Notify the site supervisor/coordinator describing the location and extent of the spill and the need for first aid and containment assistance.
2. Give first aid, if necessary, and if employee is qualified.
3. Gather information to assist coordinator in containing the spill.

The site supervisor/coordinator will:

1. Investigate the spill to determine its seriousness and if necessary, activates internal alarms or communication systems to notify all personnel, visitors, and customers on the site of actual or imminent dangers or emergency situations. If evacuation is necessary, all personnel, visitors, and customers will be directed to safe locations. The coordinator will designate an employee to ensure all personnel, visitors, and customers are accounted for. If the site has been evacuated, no additional personnel, other than emergency response teams, will be allowed on the site.
2. Ensure that any injured personnel receive first aid or if the injury is moderate or severe, arrange to have the injured party transported to medical care facilities.
3. Contact the Safety Officer or, in his absence, the Branch Manager. Only the Branch Manager will have the authority to dispatch appropriately trained site personnel to the spill site. The coordinator may contact the designated emergency response contractor to respond.
4. Direct, if so authorized by the Corporate Safety Manager, an employee to call outside agencies for necessary assistance, or calls personally if no one else is available. The responding agency must be clearly informed of the location and extent and nature of the spill.

5. Directs personnel, if the Safety Officer gives permission, to begin containment or diking of the spill. If the spill is in the waste, the hazardous material is mechanically segregated from the remaining waste.
6. Notify local agencies if the spill presents a potential threat to surrounding areas. The coordinator will assist the authorities to determine if an evacuation of the surrounding areas is required, but the final decision to evacuate the area is the responsibility of the local authorities.
7. After containment, the coordinator will determine if the site must be shut down until all potential dangers of additional accidents have been eliminated, and the extent of any damages with regard to long-range hazards.
8. Ensure that all equipment used to contain the spill is cleaned and restored prior to resuming normal operations.

Immediately after the spill situation is under control, the coordinator will notify by telephone (if not previously contacted):

- Branch Manager

The Corporate Safety Manager will notify, as appropriate, by telephone:

- |  |                |
|--|----------------|
| • Fire, Ambulance, Police                      | 911            |
| • Electric Co. (CP&L)                          | (800) 419-6356 |
| • National Region IV E.P.A. Emergency Response | (800) 241-1754 |
| • N.C. E.P.A. Emergency Response               | (877) 623-6748 |
| • N.C. DENR Emergency Response                 | (919) 733-4984 |
| • Fayetteville DENR Emergency Response         | (910) 486-1541 |
| • Division of Radiation Protection             | (919) 733-4996 |
| • Division of Water Quality                    | (919) 733-7015 |
| • Division of Air Quality                      | (919) 733-3340 |
| • Sampson County Health Department             | (910) 592-1131 |

Within 24 hours of the incident, the responding coordinator will complete a written report including:

- Name and telephone number of coordinator
- Location and extent of spill
- Date and time of spill
- Type and quantity of materials involved
- Extent of injuries (if any)
- Potential hazards or impacts to human health and the environment
- Names of personnel, visitors, or customers involved (if known)
- Probable cause (if known) and means to prevent future occurrences
- Estimated amount of contaminated material removed
- Local responding agencies' primary coordinator name and telephone number
- Additional pertinent information

This report must be provided to all personnel and agencies notified by telephone at the time of containment, and any other persons or agencies identified by those listed above.

**NOTE:** Any activity that results in injury or death or the loss of \$1,000.00 or more, must be reported to the Branch and Corporate Safety Manager within 24 hours.



**ASBESTOS SPILL PROCEDURES**

If asbestos is released, such as might happen if waste was not wetted and a container bursts open, the following procedures should be followed:

1. Secure the area. Notify Maint. Manager and Branch Manager.
2. Put on Personal Protective Equipment (PPE), if not already being worn. This includes Tyvek suits, footies, gloves, and respirators. All seams around gloves and footies should be secured by duct tape to prevent exposure.
3. Secure and/or seal the leaking container to prevent any further escape of asbestos fibers. Nylon ties and extra bags will be used for securing spills.
4. Immediately follow up with dousing or spraying water on the spill area with the site water truck.
5. Using a hand broom and shovel or similar equipment, collect all visible asbestos and place it in the 6 mil polyethylene bag provided for spills. For spills on soil, it is advisable to also scoop up a small layer of soil that may have been contaminated. A second bag should be used to doubly secure the spilled asbestos material.
6. Seal the bag and affix the OSHA and NESHAP required labels if it is not already marked. This bag will be placed in the disposal excavation.
7. Prior to leaving the immediate work area, at the end of a work shift or after the asbestos waste has been buried, employees will remove their disposable clothing and seal it inside a labeled plastic bag and dispose of it in the designated area of the landfill. Eating, smoking or drinking is prohibited in the work area. The respirator will be the last piece of personal protective gear to be removed. Discarded disposable clothing will not be reused, but the respirator can be reused once it is decontaminated (washing with soap and water) and stored properly. Refer to the Respiratory Protection Program in the Risk Management/Loss Control Management manual for decontamination procedures.
8. Federal Law requires that notification of a spill of friable and non-friable asbestos waste equal to or in excess of one pound be made to the appropriate authority. The Branch Manager shall make such notifications in accordance with the notification procedure of this policy.

### **EXPLOSIONS**

Remember that an explosion could be the result of hazardous materials and would therefore be subject to the same reporting and emergency procedures associated with the Hazardous Spills section of this Plan.

The first employee detecting an explosion will:

1. Notify the site supervisor/emergency coordinator describing the location and damage caused by the explosion and any need for immediate assistance for first aid or fire containment.
2. Give first aid, if necessary, if the employee is qualified.
3. Prepare to assist the coordinator and response team.

The responding coordinator will:

1. Investigate the explosion to determine the seriousness and activates internal alarms or communication systems to notify all personnel, visitors, and customers on the site of any imminent or existing emergency situations. If evacuation is required, all personnel, visitors, and customers will be directed to a safe location. The coordinator will designate an employee to ensure all personnel, visitors, and customers are accounted for. If an evacuation is required, no additional users will be allowed onto the site until it is deemed safe.
2. Seek medical attentions for any injured personnel and, if the injury is moderate or severe, will arrange for immediate transport to medical care facilities.
3. Directs an employee to call the fire and police department for any necessary assistance, or calls personally. The agencies must be clearly informed of the location and extent and nature of the emergency.
4. Direct personnel to begin to contain any resulting fire if it is safe to proceed with fire fighting activities. Otherwise, instruct personnel to begin preparing to assist emergency response team.
5. Attempt to contact the Branch Manager and the Safety Officer.
6. Notify local agencies if the explosion or resulting fire presents a potential threat to surrounding areas. The coordinator will assist the authorities to determine if an evacuation of surrounding areas is required, but the final decision to evacuate the surrounding area is the responsibility of the local agencies.
7. After any fire is contained, the coordinator will assess any damages and determine if the site must be shut down to adequately clean the site and remove all potential danger of further accidents.

8. Ensure that all equipment used to contain the spill is cleaned and restored to pre-accident condition.

Immediately following the emergency response actions, the responding coordinator will notify by telephone if previous attempts were unsuccessful:

- Branch Manager
- Corporate Safety Manager

Within 48 hours of an explosion, the responding coordinator must prepare a written report that includes:

- Name and telephone number of coordinator
- Location of explosion
- Date and time of explosion
- Extent of injuries (if any)
- Location and extent of any resulting fire
- Potential hazards or impacts to human health and the environment
- Names of personnel, visitors, or customers involved (if known)
- Probable cause (if known) and means to prevent future incidents
- Local responding agencies' primary coordinator name and telephone number
- Additional pertinent information

This report must be provided to the Branch Manager and the Corporate Safety Manager. The Corporate Safety Manager will ensure that a copy of the report is forwarded to appropriate local and state regulatory agencies, if necessary.

**NOTE:** Any activity that results in injury or death or the loss of \$1,000.00 or more, must be reported to the Branch and Corporate Safety Manager within 24 hours.

### **RADIOACTIVE ALARM RESPONSE PROCEDURES**

There are alarm procedures to follow for an applicable situation. The following are the three (3) alarm levels and corresponding steps to follow when an alarm is activated.

1. **WI Vehicles – General-Level Alarm**

(400 to 1,000 count per minute above background)

**Checker's Actions:**

- a. Send driver to your site's designated area for dumping potentially radioactive loads.
- b. Let driver dump load and continue with regular route.
- c. Contact the Ops and Branch Managers or the designated person in charge.

**Site Manager's Actions:**

- a. Notify the Division Manager.
- b. Contact hauling company and ask a representative to come to landfill and participate in survey of contaminated load.
- c. Put on rubber gloves.
- d. Take perimeter survey of contaminated load, using radiation monitor.
- e. Discontinue perimeter survey and isolate area if monitor reads above 2.4 Kcpm (kilocounts per minute), and notify state or local radiation control agency for assistance. (Note: 2400 cpm is approximately 2.0 mr/hour).
- f. Continue a closer survey of individual trash if monitor reads below 2.4 kilocounts per minute\* at the perimeter.
- g. Survey trash with radiation monitor to identify radioactive waste.
- h. Remove radioactive waste from trash pile.
- i. Tag with date, time and measured radiation level.
- j. Repeat steps h. and i. Until all contaminated waste is removed, segregated and tagged.
- k. Dispose of remaining non-radioactive trash into landfill.
- l. Take radioactive waste to designated storage area. Inspect to identify generator.

- m. Contact generator right away to notify him of the problem. Ask generator to remove the waste as soon as possible. Keep careful records of all conversations.
- n. Consider having Branch Manager or Division Sales Manager visit customer to help solve the problem and prevent similar events in the future.

2. **Customer (Non-WI) General-Level Alarm**

(400 to 1,000 counts per minute above background)

**Checker's Actions:**

- a. Contact Ops and Branch Managers or designated person in charge.
- b. Fill out a waste discrepancy report. Determine the generator, if possible, and record ID number.
- c. Reject load.
- d. Tell driver that load exceeds WI radioactive limit.
- e. Record date and time driver leaves.
- f. File waste discrepancy report.

**Site Manager's Actions:**

- a. Notify Division Manager.
- b. Contact non-WI hauling company as soon as possible and give the following information: 1) date, 2) time, and 3) reason for rejecting load.
- c. Send a follow-up letter to confirm your conversation and WI's policy on radioactive waste.

3. **Any Isolation-Level Alarm (WI and Non-WI Vehicles)**

(More than 1,000 counts per minute above background)

**Checker's Actions:**

- a. Tell driver that load exceeds WI's radioactive limit, and level is high enough to require holding truck at site.
- b. Have driver park truck in isolated area away from personnel and customers.
- c. Contact Ops and Branch Managers or designated person in charge.
- d. Fill out waste discrepancy report. Find out generator, if possible, and record ID number.

Site Manager's Actions:

- a. Notify Division Manager.
- b. Contact state or local radiation control agency for assistance and directions.

\* When used as a portable survey meter, the hand-held GM probe is the only detector attached in the front of the meter. In this mode, the unit still reads in kilocounts per minute, but can be converted into units of "mr/hour" by the factor 2400 counts/minute equals 2.0 mr.hour.

### CIVIL DISTURBANCES

The first employee detecting a civil disturbance or receiving information of a planned demonstration:

1. Notify the Landfill Manager/emergency coordinator immediately.

The coordinator will:

1. Inform the Branch Manager. Have the Branch Manager, or with his permission, notify the local law enforcement agency. The Branch Manager and law enforcement agency must be clearly informed of the nature of the disturbance. Demonstrations and disturbances may interrupt regular telephone service; therefore, the emergency coordinator must be prepared to use cellular phones to notify the Branch Manager and law enforcement.
2. If possible, identify and mark with a white line the property line at each entrance. This may be necessary for identifying property lines for law enforcement.
3. If prior warning is sufficient, secure entrances. If the facility has gates that are normally open during the business day, consider using chains and locks to lock the gate in the open position. This will prevent demonstrators from closing and locking the gates, thus controlling the facility.
4. Survey the facility for access routes to tops of buildings. Lock doors to buildings and remove any objects that may assist someone climbing into or onto the buildings.
5. Instruct employees to refrain from verbal or physical contact with demonstrators.
6. Should demonstrators gain access to the property or office area, instruct employees to log off of any computers and turn them off. Secure any correspondence, documents, directories, procedural or policy manuals in a locking desk or file cabinet, and lock it.
7. If demonstrators enter the facility, instruct employees to assemble in a designated area. Employees remain in the secure area until police arrive and demonstrators leave.

The Branch Manager will:

1. Contact Division Manager immediately. The Division will handle media questions, so the Branch Manager can refer all inquiries to them. If it cannot be avoided, the Branch Manager may respond to the media, but responses should be brief, non-argumentative or provoking, and he/she should avoid holding an impromptu press conference.
2. In the presence of the police demand that demonstrators leave the company's property. Inform the demonstrators that they are trespassing and if they refuse to leave, request the police to take steps to remove the demonstrators. The company will support police efforts by providing testimony if required.



3. Report any destruction of property, thefts, or assaults to police and document the reports.
4. Obtain name and contact information from police official in charge of response.

Immediately after the incident, the emergency coordinator and the Branch Manager will:

1. Notify the Corporate Office of the incident. If possible, corporate security will confer with the police official in charge of the response.
2. Notify Public Affairs of the outcome and any media inquiries.

Within 10 days of the incident, the emergency coordinator and Branch Manager will complete a written report including:

- Names and telephone numbers of coordinator and Branch Manager
- Location of incident
- Date and time incident began
- Copy of police report
- Extent of any property damage
- Accounting of any assaults
- Names of personnel, visitors, or customers involved
- Incident review and improvements to response actions for future incidents
- Additional pertinent information

This report must be provided to the Corporate Management Department.

**NOTE:** Any activity that results in injury or death or the loss of \$1,000.00 or more, must be reported to the Branch and Corporate Safety Manager within 24 hours.

### **ARMED ROBBERY**

Whenever feasible, gatehouse employees (Checkers) shall not keep more than Three Hundred (300) dollars in cash in the drawers at one time. If an employee is involved in an armed robbery, the following procedures shall be followed:

1. Do not attempt to thwart or resist the robber.
2. Do not engage in verbal exchanges with the robber, except as necessary.
3. Hand over all monies immediately. Your well-being is worth infinitely more than the monies in the cash drawer.
4. Observe and memorize as many details as possible regarding the robber and the get-a-way vehicle. Including:
  - A. Height and weight of the assailant
  - B. Sex and race
  - C. Distinguishing marks or birthmarks
  - D. Speech pattern or accent
  - E. Physical anomalies such as a limp
  - F. Color and type of clothing
  - G. Make, color, and model of vehicle
  - H. License number if possible

5. Notify the Branch Manager and the site supervisor/emergency coordinator immediately.

The coordinator will:

1. Inform the Branch Manager. Have the Branch Manager, or with his permission, notify the local law enforcement agency. The Branch Manager and law enforcement agency must be clearly informed. Robbers may induce an interruption of regular telephone service; therefore, the emergency coordinator must be prepared to use cellular phones to notify the Branch Manager and law enforcement.

The Branch Manager will:

1. Report any destruction of property, thefts, or assaults to police and document the reports.
2. Obtain name and contact information from police official in charge of the response.

Immediately after the incident, the emergency coordinator and the Branch Manager will:

1. Notify both the Corporate Office and the Corporate Safety Department of the incident. If possible, corporate security will confer with the police official in charge of the response.

Within 24 hours of the incident, the emergency coordinator and Branch Manager will complete a written report including:

- Names and telephone numbers of coordinator and Branch Manager
- Location of incident
- Date and time incident began
- Copy of police report
- Extent of the loss
- Accounting of any assaults
- Name of personnel, visitors, or customers involved
- Incident review and improvements to response actions for future incidents
- Additional pertinent information

This report must be provided to the Corporate Safety Manager, Corporate Security Department, and Corporate Legal Department.

### **FLOODS AND EARTHQUAKES**

The only plausible source of a flood at the Sampson County Landfill, due to the high topographic setting, is a mainstream event such as a hurricane or a broken pipe or water main. If such a flood should occur, the employee first detecting the flood will:

1. Notify the emergency coordinator.
2. Observe the water level. If the level rises sufficiently high enough to threaten electrical equipment, the electricity must be turned off. Any equipment that can be moved that might be damaged by the flood must be moved to a higher level.
3. Prepare to assist emergency coordinator.

The emergency coordinator will:

1. Survey the area and instruct employees to remove equipment and supplies that may be damaged by the floodwater.
2. Attempt to shut off the flow of water causing the flooding.
3. If necessary, notify all personnel, visitors, and customers of actual or imminent emergency situation and relocate personnel, visitors, or customers to high ground.

*If an earthquake occurs, all employees will:*

1. Evacuate site buildings, turning off all equipment that was operating.
2. Stand by to assist in any disaster recovery required. If people are injured, employees will administer first aid, if properly trained, or seek emergency medical assistance.
3. Conduct a head count.

Immediately after emergency response actions have been taken, the emergency coordinator will notify, by telephone, the following:

- Branch Manager
- Corporate Environmental/Health

Within 10 days of the incident, the emergency coordinator will prepare a written report that includes:

- Name and telephone number of responding coordinator
- Location
- Date and time of incident
- Injuries (if any)
- Resulting damage (if any)
- Potential hazards or impacts to human health or the environment
- Names of personnel, visitors, or customers involved (if known)
- Cause (if known) and means to prevent future incidents
- Additional pertinent information

This report must be provided to the Branch Manager and the Corporate Environmental Manager.

**NOTE:** Any activity that results in injury or death or loss of \$1,000.00 or more, must be reported to the Branch and Corporate Safety Manager within 24 hours.

#### **NEEDLE-STICKS**

If an employee suffers from a needle-stick, he or she will immediately report the incident to the site supervisor. The site supervisor will:

2. Administer first aid to the injured party and arrange for medical attention.
3. Ensure that medical procedures outlined in this section are implemented.
4. Contact the Corporate Safety Manager, the Branch Manager, and the Corporate Manager.

Within 10 days of the incident, the supervisor will prepare a written report including:

- Name of employee
- Date and time of incident
- Location
- Actions initiated
- Description of actions resulting in injury
- Means to prevent future occurrences
- Counseling offered to employee and family (if any)
- Additional pertinent information

**The above information will be supplied within 24 hours to:**

- Corporate Occupational Medicine
- Corporate Safety Manager

This report shall be provided to:

- Branch Manager
- Corporate Environmental Manager

**MEDICAL PROCEDURES FOR NEEDLE-STICK**

**If from treated needle** (coming out of autoclave or incinerator):

- A. Do first aid
- B. Clean wound
- C. Report to medical facility for tetanus inoculation – if needed

**If from untreated needle** (contamination coming from waste stream):

- A. Do first aid
- B. Draw blood for HIV antibody testing (do ELISA Test; if reactive, perform Western blot to confirm ELISA test results)
  - 1. Repeat blood test schedule for HIV:
    - a. 6 weeks after exposure
    - b. 12 weeks after exposure
    - c. 6 months after exposure
  - 2. Do counseling prior to HIV testing (the contaminated needle-stick and fear of AIDS can have a significant psychological impact on the employee and his or her loved one(s). Be especially sensitive to the employee's concerns.
    - a. HIV counseling – to prevent transmission of HIV during follow-up period (1<sup>st</sup> 6-12 weeks after exposure is when most infected persons are expected to seroconvert)
    - b. U.S. Public Health Service recommendations:
      - 1. Explain potential risk (it is extremely low)
      - 2. Refrain from giving blood donations
      - 3. Use appropriate protection during sexual intercourse
      - 4. Advise employees to report and seek medical evaluations for any acute febrile illness that occurs within 12 weeks after exposure
  - 3. Protect worker confidentiality; keep HIV antibody testing confidential
  - 4. Send reports to Corporate Safety Manager – Corporate Office

**Note:** Rate of transmission of HIV from a needle-stick exposure to blood from an unknown source is extremely low. It is far less likely to become infected with HIV than with HBV; the concentration of HIV virus is significantly lower than the concentration of HBV virus in blood from infected persons.

- C. Give Immune Globulin, a passive immunity for Hepatitis A and Hepatitis C
- D. Give Tetanus Diphtheria (Td) booster if employee has not had a booster in five (5) years; if employee has never had a primary series as a child, employee needs to start primary series



1. Primary Series – give three (3) doses of Td:
  - a. 1<sup>st</sup> dose – now
  - b. 2<sup>nd</sup> dose – 2 months from 1<sup>st</sup> dose
  - c. 3<sup>rd</sup> dose – 6-12 months from 1<sup>st</sup> dose

**If employee has Hepatitis B immunity from Hepatitis B vaccine series or from prior illness:**  
No need to give Hepatitis B vaccine or Hepatitis B Immune Globulin (HBIG).

**If employee has not had Hepatitis B vaccine series or known immunity to Hepatitis B:** draw blood to check immunity to H.B.; ask for antibodies to H.B. surface antigens.

A. If report on immunity is:

1. **Positive** (person immune); no need to give vaccine or HBIG
2. **Negative** (has no immunity)
  - a. Start Hepatitis B vaccine series
    - May use Hepatitis B vaccine Recombinant by Merck, Sharp & Dhome, or
    - Engerix – B by SmithKline, or
    - Plasma-derived Hepatitis B vaccine
    - Initiate vaccine within 7-10 days

**IMPORTANT: GIVE INJECTIONS IN DELTOID MUSCLE**

- If Hepatitis B Recombinant vaccine (10 mcg [1 ml] per dose), or
- Plasma-derived Hepatitis B vaccine (20 mcg [1 ml] per dose)
  - a. 1<sup>st</sup> injection – as soon as possible
  - b. 2<sup>nd</sup> injection one (1) month from first shot
  - c. 3<sup>rd</sup> injection three (3) months from first shot
- If Engerix-B used (20 mcg [1 ml] per dose)
  - a. 1<sup>st</sup> dose as soon as possible
  - b. 2<sup>nd</sup> dose one (1) month from first dose
  - c. 3<sup>rd</sup> dose two (2) months after first injection
  - d. Booster dose 12 months from first dose
- b. Three (3) months after the completed vaccine series, draw blood to check immunity; ask for antibody to Hepatitis B surface antigen

B. Give Hepatitis B Immune Globulin (HBIG)

1. An effective passive immunity against Hepatitis B
2. Initiate HBIG injection within 7-10 days
3. Give injection intramuscularly in gluteal region
  - Can give HBIG and Hepatitis B vaccine at same time; administration does not appear to interfere with antibody response to Hepatitis B vaccine and will increase efficacy to about 94%

**PETROLEUM PRODUCT SPILLS**

This site has a Spill Prevention Control and Countermeasures plan to place for petroleum products. A copy of the plan is attached for reference.

DRAFT

### **LANDFILL GAS EXTRACTION SYSTEM**

The facility retains on-site security services that call the following individuals respectively, if the system has a flame failure:

1. Antonio Williams
2. Clinton Whitt
3. Bryan Wuester

In the case of fire or emergency conditions that may result in imminent danger to personnel entering the methane system buildings, control panel, or flare area, the system can be shut-off at the emergency electrical shut-off control panel located just inside of the secondary fenced system control area. A key for the fenced area is located in the Main Office and Pre Treatment Plant Office.

The responding personnel identified above have been trained to operate the gas extraction system and emergency response actions in the event of flame failure, blower failure, or increase in atmospheric methane gas. Fire Department personnel will also receive specific training regarding the extraction system operations, record drawing will be reviewed, and emergency shut-off procedures will be provided.

In the event the gas system should experience a catastrophic failure the site gas technician will:

1. Activate internal alarms or communications systems to notify all personnel, visitors, and customers on the site of an imminent or actual emergency situation. If evacuation is required, direct all personnel, visitors, and customers to safe area. The technician will designate an employee to ensure all personnel, visitors, and customers are accounted for. If evacuation is required, no one except responding emergency teams will be allowed onto the site.
2. Seek medical attention for injured persons, if necessary.
3. If the emergency presents a potential threat to the surrounding areas, the technician will assist the authorities in determining the need for an area evacuation, but the final decision is the responsibility of the authorities.
4. Contact Branch Manager.
5. After the emergency is contained the technician will work directly with the Branch Manager and Environmental Manager to determine if potential hazards are eliminated, and the extent of any damages, especially with regard to long-range hazards.

Within 5 days of the incident, the technician, Branch Manager, and Methane Systems Manager will complete a written report including:

- Names and telephone numbers of technician, Branch Manager, and Corporate Safety Manager
- Location of System
- Date and time of incident
- Extent of injuries (if any)
- Extent of damages (if any)

- Potential hazards or impacts to human health and the environment
- Probable cause (if known) and means to prevent future occurrences
- Local responding agencies' primary contact and telephone number
- Additional pertinent information

This report will be provided to the Branch Environmental Manager. The Branch Environmental Manager will ensure that a copy of the report is forwarded to appropriate local and state regulatory agencies.

**NOTE:** Any activity that results in the injury or death or the loss of \$1,000.00 or more, must be reported to the Corporate Safety Manager within 24 hours.

**APPENDIX A**  
**EMERGENCY RESPONSE REPORT**

DRAFT

**EMERGENCY RESPONSE REPORT**

Coordinator Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Location of Emergency: \_\_\_\_\_

Type of Emergency: \_\_\_\_\_ Date and Time: \_\_\_\_\_

Materials Involved: \_\_\_\_\_

Injuries: \_\_\_\_\_

Names of Personnel, Visitors, or Customers involved (Names and Telephone Numbers): \_\_\_\_\_

Probable Cause of Emergency: \_\_\_\_\_

Resulting potential hazards or impacts to environment or health: \_\_\_\_\_



Were contaminated materials removed:

Amount: \_\_\_\_\_ Disposal site:

Outside Responding Agencies:

Outside Responding Agencies Coordinators (Name and Telephone numbers):

Additional information:

Employee signature:

Date:

Witness:



North Carolina Department of Environment and Natural Resources

Dexter Matthews, Director

Division of Waste Management

Beverly Eaves Perdue, Governor  
Dee Freeman, Secretary

July 11, 2011

Bill Reed, Superintendent  
City of Wilmington Solid Waste Management Division  
235 Operations Center Drive  
PO Box 1810  
Wilmington, NC 28402

Subject: Temporary Debris Staging Areas  
City of Wilmington  
New Hanover County  
Olsen TDMS, DS65-041: N 34.30150 W 77.86620  
Optimist Park TDMS, DS65-042: N 34.21375 W 77.94680

Dear Mr. Reed:

A review has been completed for the use of the above mentioned sites as Emergency Disaster Debris Sites. The sites have been conditionally approved based on the information provided during the investigation and the on-site evaluation. If any of the conditions change that was used to conditionally approve the location, such as a development or an environmental issue, activation may not be granted. I would recommend a periodic review of conditionally approved areas to ensure the area will be able to be used if needed. If the conditions change, another location may need to be investigated.

Please be advised that "**Conditional Approval**" does not allow the sites to be used. It is only stating that the preliminary investigation has been completed and, at the time of the investigation, appears to be sufficient for use as Temporary Debris Staging Areas.

**In the event of an Emergency please contact Wes Hare, Environmental Senior Specialist, to properly activate the site for use as a staging area.**

Sincerely,

Wes Hare  
Environmental Senior Specialist  
Regional Representative  
Solid Waste Section



Division of Waste Management - Solid Waste Section  
**Emergency Site Selection Evaluation Sheet**  
 Disaster Debris

Site Name: Optimist Park TDMS

Site Location: 1650 South Front Street

Physical Address  
 or Directions: Hwy. 421 to South Front Street, at the Greenfield Lake dam.

City: Wilmington

County: New Hanover

Primary Contact: Bill Reed, City of Wilmington

Telephone #: 910.341.0225

Additional Contact: Barry Johnson, Johnson Environmental

Telephone #: 910.791.9361

Approx. Size of Area to be  
 used for Disaster Debris: 2.5 Acres

GPS Coordinates  
 (decimal degrees): 34.21375 N 77.94680 W

**Intended Use of Site:**

☒ Staging/Storage for **Removal**

☒ Staging/Storage for **Chipping**

☐ Staging/Storage for **Burning**

Please provide a brief description of planned operations:

Staging/storage of LCID and CD. Partial fence removal of ball field fencing will provide some site security.

**Type of Waste:**

☒ **Vegetative** Debris

☒ **Demolition** Debris

Comments:

**Buffers Required (the following must be clearly delineated with flagging, survey stakes, etc.):**

☒ 100 feet from property boundaries and on-site structures

☒ 100 feet from residences, private wells (vegetative debris only), and septic tank systems

☒ 100 feet from surface waters

☒ 250 feet from potable wells (demolition debris)

☐ 300 feet from grinding operations to residence and business properties, publicly owned roads or properties

**Please attach a site plan and/or aerial photograph showing the boundaries and location or the proposed site.**

Additional information can be found at <http://www.wastenotnc.org/swhome/planning.asp>

**DWM Use Only:**

Buffers have met DWM Requirements ☒ YES / ☐ NO

Flood Plain or  
Flood Prone Areas none noted

Wetlands none noted

Erosion Control mostly grassed parcel

Access, Site  
Security access via Front St.; field fences to provide some security.

Safety Issues -  
Power Lines,  
Traffic, etc. power lines along Front St., which is 2 travel lanes & 1 turn lane.

Coordination with the Division of Air Quality ☐ YES / ☐ NO / ☐ NA

Buffers have met DAQ Requirements ☐ YES / ☐ NO

Coordination with Land Quality Section ☐ YES / ☐ NO / ☐ NA

Coordination with State Historic Preservation Office (SHPO)/Office of State Archaeology ☐ YES / ☐ NO

Coordination with Natural Heritage Program (endangered species) ☐ YES / ☐ NO

General Comments: Mostly grassed parcel will provide storage/staging space, however, size may limit activity type (buffers). At least three monitoring wells are located in the southwest corner, near the lift station.

Coordinates Verified ☒ YES / ☐ NO

Solid Waste Section  
Representative Wes Hare

Date of  
Inspection 16 June 2011



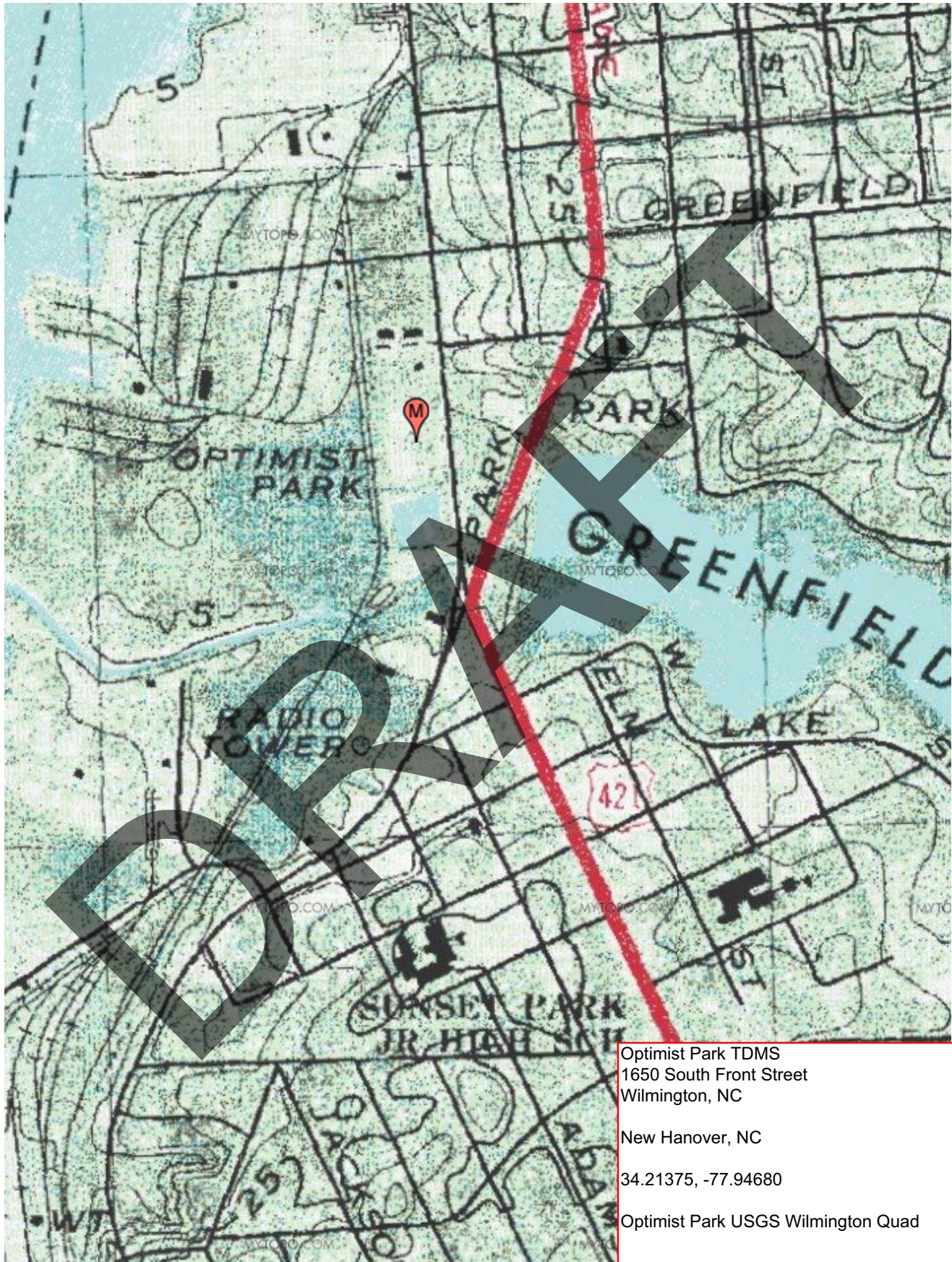
OPTIMIST PARK TDMS  
City of Wilmington  
New Hanover County

N 34.21375 W 77.94680

2.5 Acres for the staging/storage  
(removal and/or chipping) of  
vegetative and demolition waste.









**Mckee, Shawn**

---

**From:** Legrand, Harry  
**Sent:** Friday, June 24, 2011 2:10 PM  
**To:** Mckee, Shawn; DCR - Environmental\_Review  
**Subject:** RE: Request for Emergency Site Selection Review - New Hanover County - Optimist Park TDMS

Here is our response.

Harry LeGrand

Harry LeGrand, Vertebrate Zoologist  
North Carolina Natural Heritage Program  
NCDENR Office of Conservation, Planning, & Community Affairs  
1601 Mail Service Center  
Raleigh, NC 27699-1601  
Office: (919) 715-8697  
[harry.legrand@ncdenr.gov](mailto:harry.legrand@ncdenr.gov)  
[www.ncnhp.org](http://www.ncnhp.org)

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

Note my new e-mail address (above)

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June 24, 2011

**MEMORANDUM**

**TO:** Shawn McKee, Division of Waste Management, Solid Waste Section  
**FROM:** Harry LeGrand, Natural Heritage Program  
**SUBJECT:** Disaster Debris Site: Optimist Park TDMS; 1650 South Front Street, Wilmington, New Hanover County  
**REFERENCE:** New Hanover County Debris Site – Optimist Park TDMS Site

The Natural Heritage Program has no record of rare species, significant natural communities, significant natural heritage areas, or conservation/managed areas at the site nor within 0.1-mile of the project area. Greenfield Lake, which contains several rare species such as American Alligator (*Alligator mississippiensis*), appears to lie “upstream” of the debris site, and likely would not be affected. However, the Cape Fear River lies downstream within a mile, and thus sedimentation controls should be in place during construction/disposal.

Please do not hesitate to contact me at 919-715-8697 if you have questions or need further information.

---

**From:** Mckee, Shawn  
**Sent:** Tuesday, June 21, 2011 5:15 PM



**To:** DCR - Environmental\_Review; Legrand, Harry

**Subject:** Request for Emergency Site Selection Review - New Hanover County - Optimist Park TDMS

For future use.

Please accept this request for the review of the attached potential Disaster Debris Site in New Hanover County. Please let me know if you have any questions or need additional information. My direct number is (919) 508-8512 and my email address is [shawn.mckee@ncdenr.gov](mailto:shawn.mckee@ncdenr.gov). We appreciate you taking the time to review these potential disaster debris sites.

Thank you.

Shawn McKee  
Compliance Officer  
NC Department of Environment and Natural Resources  
Division of Waste Management - Solid Waste Section  
1646 Mail Service Center  
Raleigh, NC 27699-1646  
919-508-8512  
919-733-4810 (Fax)

<http://portal.ncdenr.org/web/wm/sw>

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**North Carolina Department of Cultural Resources  
State Historic Preservation Office**

Claudia Brown, Acting Administrator

Beverly Eaves Perdue, Governor  
Linda A. Carlisle, Secretary  
Jeffrey J. Crow, Deputy Secretary

Office of Archives and History  
Division of Historical Resources  
David Brook, Director

July 6, 2011

**MEMORANDUM**

**TO:** Shawn McKee  
Division of Waste Management  
Solid Waste Section

**FROM:** Claudia Brown *PSE for Claudia Brown*

**SUBJECT:** Emergency Disaster Debris Site, Optimist Park TDMS, 1650 South Front Street, Wilmington, New Hanover County, ER 11-1237

Thank you for your email of June 22, 2011, concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, please contact Renee Gledhill-Earley, environmental review coordinator, at 919-807-6579. In all future communication concerning this project, please cite the above-referenced tracking number.



Division of Waste Management - Solid Waste Section  
**Emergency Site Selection Evaluation Sheet**  
 Disaster Debris

Site Name: Olsen TDMS

Site Location: 5510 Olsen Park Lane

Physical Address Hwy. 117/North College Road to the Northchase Industrial Park (Northchase Pkwy); Right/South on  
 or Directions: Corporate Drive to Olsen Park.

City: Wilmington

County: New Hanover

Primary Contact: Bill Reed, City of Wilmington

Telephone #: 910.341.0225

Additional Contact: Barry Johnson, Johnson Environmental

Telephone #: 910.791.9361

Approx. Size of Area to be  
 used for Disaster Debris:

12+

Acres

GPS Coordinates  
 (decimal degrees):

34.30150

N

77.86620

W

**Intended Use of Site:**

☒ Staging/Storage for **Removal**

☒ Staging/Storage for **Chipping**

☐ Staging/Storage for **Burning**

Please provide a brief description of planned operations:

Staging/storage of LCID and CD.

**Type of Waste:**

☒ **Vegetative** Debris

☒ **Demolition** Debris

Comments:

**Buffers Required (the following must be clearly delineated with flagging, survey stakes, etc.):**

☒ 100 feet from property boundaries and on-site structures

☒ 100 feet from residences, private wells (vegetative debris only), and septic tank systems

☒ 100 feet from surface waters

☒ 250 feet from potable wells (demolition debris)

☒ 300 feet from grinding operations to residence and business properties, publicly owned roads or properties

**Please attach a site plan and/or aerial photograph showing the boundaries and location or the proposed site.**

Additional information can be found at <http://www.wastenotnc.org/swhome/planning.asp>

**DWM Use Only:**

Buffers have met DWM Requirements ☒ YES / ☐ NO

Flood Plain or  
Flood Prone Areas none noted

Wetlands None noted on site; stream along west/north border to be buffered, as required.

Erosion Control Grassed parcel.

Access, Site  
Security Access controlled by a cable/gate. Borders are a stream and the interstate (I-40) fence.

Safety Issues -  
Power Lines,  
Traffic, etc. Power lines across Corporate Drive and 117; none on site or adjacent.

Coordination with the Division of Air Quality ☐ YES / ☐ NO / ☐ NA

Buffers have met DAQ Requirements ☐ YES / ☐ NO

Coordination with Land Quality Section ☐ YES / ☐ NO / ☐ NA

Coordination with State Historic Preservation Office (SHPO)/Office of State Archaeology ☐ YES / ☐ NO

Coordination with Natural Heritage Program (endangered species) ☐ YES / ☐ NO

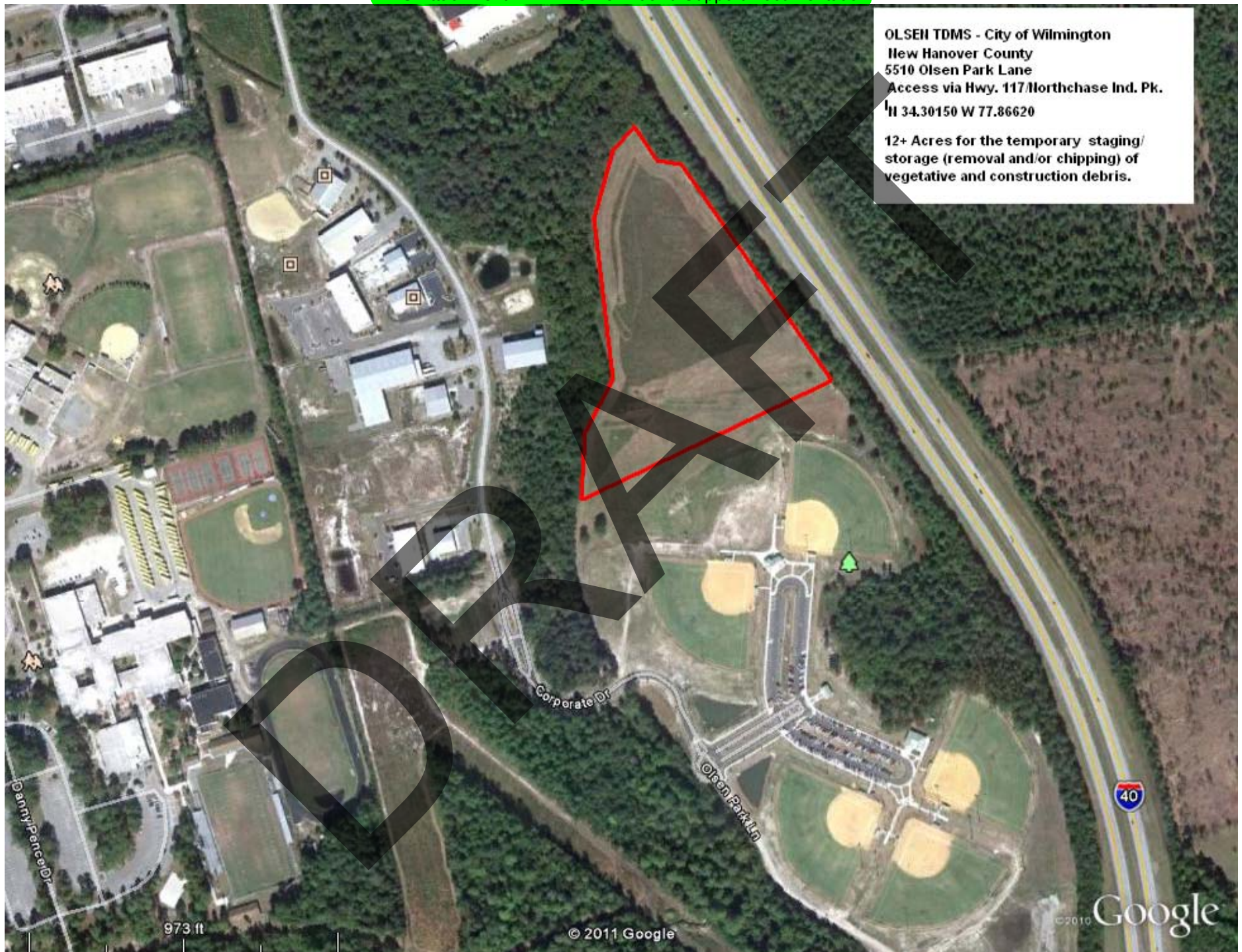
General Comments: Large, open grassed area with adequate and controllable access.

Coordinates Verified ☒ YES / ☐ NO

Solid Waste Section  
Representative Wes Hare

Date of  
Inspection 16 June 2011

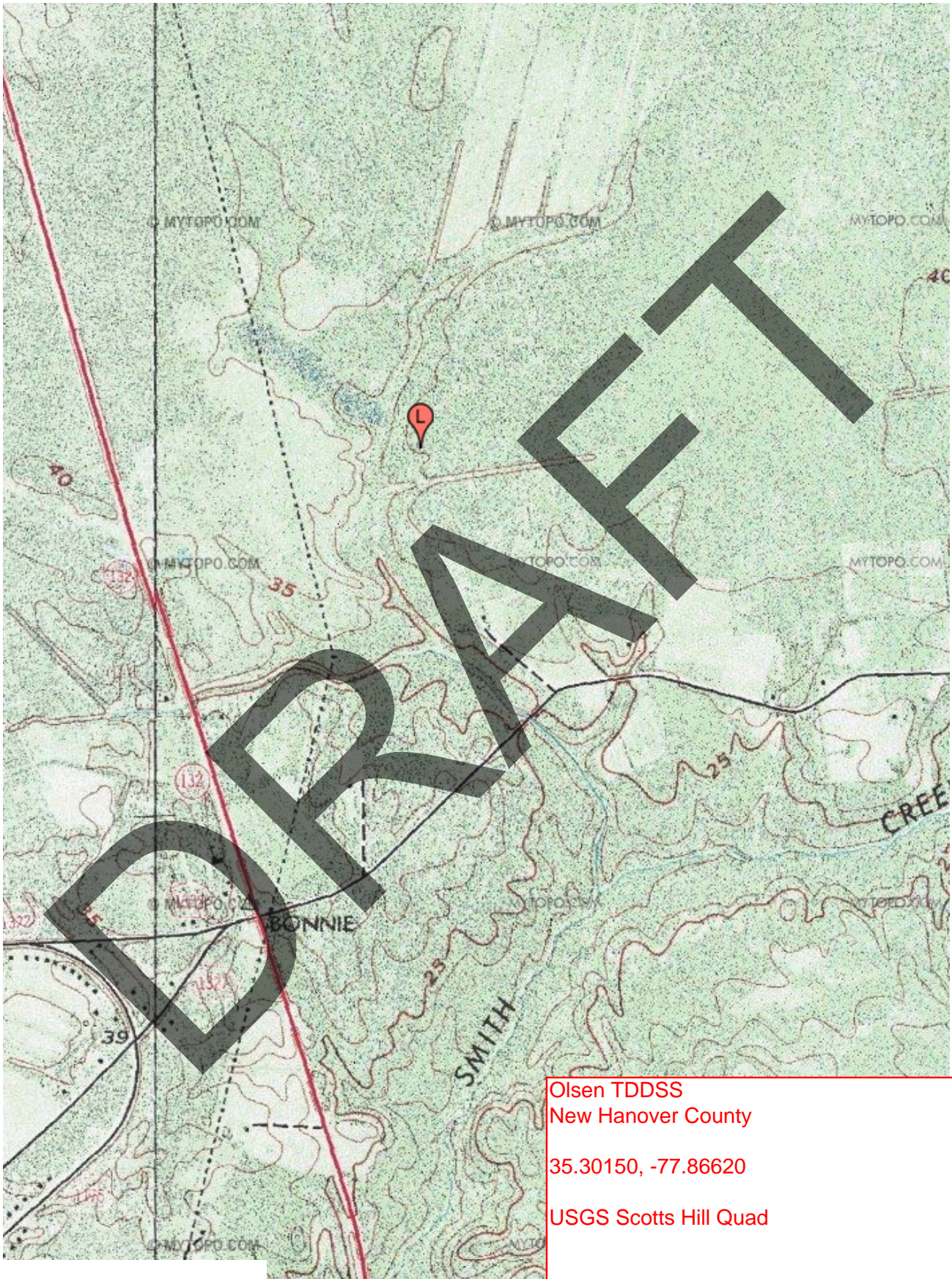




OLSEN TDMS - City of Wilmington  
New Hanover County  
5510 Olsen Park Lane  
Access via Hwy. 117/Northchase Ind. Pk.  
N 34.30150 W 77.86620

12+ Acres for the temporary staging/  
storage (removal and/or chipping) of  
vegetative and construction debris.







**McKee, Shawn**

---

**From:** Legrand, Harry  
**Sent:** Monday, June 27, 2011 1:59 PM  
**To:** McKee, Shawn  
**Subject:** RE: Request for Emergency Site Selection Review - New Hanover County - Olsen TDMS

Here is our response.

Harry LeGrand

Harry LeGrand, Vertebrate Zoologist  
North Carolina Natural Heritage Program  
NCDENR Office of Conservation, Planning, & Community Affairs  
1601 Mail Service Center  
Raleigh, NC 27699-1601  
Office: (919) 715-8697  
[harry.legrand@ncdenr.gov](mailto:harry.legrand@ncdenr.gov)  
[www.ncnhp.org](http://www.ncnhp.org)

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

Note my new e-mail address (above)

---

June 27, 2011

**MEMORANDUM**

**TO:** Shawn McKee, Division of Waste Management, Solid Waste Section  
**FROM:** Harry LeGrand, Natural Heritage Program  
**SUBJECT:** Disaster Debris Site: Olsen TDMS Site; 5510 Olsen Park Lane, Wilmington, New Hanover County  
**REFERENCE:** New Hanover County Debris Site – TDMS Site

The Natural Heritage Program has no record of rare species, significant natural communities, significant natural heritage areas, or conservation/managed areas at the site nor within 0.4-mile of the project area. Although our maps do not show records of such natural heritage elements in the project area, it does not necessarily mean that they are not present. It may simply mean that the area has not been surveyed. The use of Natural Heritage Program data should not be substituted for actual field surveys, particularly if the project area contains suitable habitat for rare species, significant natural communities, or priority natural areas.

Please do not hesitate to contact me at 919-715-8697 if you have questions or need further information.



**From:** McKee, Shawn

**Sent:** Tuesday, June 21, 2011 5:08 PM

**To:** DCR - Environmental\_Review; Legrand, Harry

**Subject:** Request for Emergency Site Selection Review - New Hanover County - Olsen TDMS

For future use.

Please accept this request for the review of the attached potential Disaster Debris Site in New Hanover County. Please let me know if you have any questions or need additional information. My direct number is (919) 508-8512 and my email address is [shawn.mckee@ncdenr.gov](mailto:shawn.mckee@ncdenr.gov). We appreciate you taking the time to review these potential disaster debris sites.

Thank you.

Shawn McKee

Compliance Officer

NC Department of Environment and Natural Resources

Division of Waste Management - Solid Waste Section

1646 Mail Service Center

Raleigh, NC 27699-1646

919-508-8512

919-733-4810 (Fax)

<http://portal.ncdenr.org/web/wm/sw>

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**North Carolina Department of Cultural Resources  
State Historic Preservation Office**

Claudia Brown, Acting Administrator

Beverly Eaves Perdue, Governor  
Linda A. Carlisle, Secretary  
Jeffrey J. Crow, Deputy Secretary

Office of Archives and History  
Division of Historical Resources  
David Brook, Director

July 6, 2011

**MEMORANDUM**

**TO:** Shawn McKee  
Division of Waste Management  
Solid Waste Section

**FROM:** Claudia Brown *PSE for Claudia Brown*

**SUBJECT:** Emergency Disaster Debris Site, Olsen TDMS, 5510 Olsen Park Lane, Wilmington,  
New Hanover County, ER 11-1236

Thank you for your email of June 22, 2011, concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, please contact Renee Gledhill-Earley, environmental review coordinator, at 919-807-6579. In all future communication concerning this project, please cite the above-referenced tracking number.

# Debris Sites for NEW HANOVER

Active	DSNum	Site Name	Debris Type	Region	UTM N	UTM E
No	DS65-027	DOW ROAD PRIMARY DEBRIS SITE	YW/LC/C&D	WIR		
		Site Location	BEHIND WWTP		GPS_N	GPS_W
		Directions	SOUTH ON DOW ROAD; RGT ON CLARENDON; SITE BEHIND WWTP		34.03307	-77.91235
		Size of Site (acres)	Temporary Storage	Treatment Processing	Air Curtain Burner	USGS Quad
		4.14 ACRES	Yes	Yes	No	CAROLINA BEACH
		Last Storm/Event Used	Year of the Storm/Event	Confirm Year	Historic Preservation Reviewed	
		HANNAH	2008	2008	Yes	
		If Permitted facility:				Natural Heritage Reviewed
		Permit #				Yes
		Unit Type				
Active	DSNum	Site Name	Debris Type	Region	UTM N	UTM E
No	DS65-028	DOW ROAD SECONDARY DEBRIS SITE	YW/LC/C&D	WIR		
		Site Location	MAINTENANCE YARD		GPS_N	GPS_W
		Directions	DOW ROAD TO CLARENDON MAINTENANCE/STORAGE YARD		34.03344	-77.91034
		Size of Site (acres)	Temporary Storage	Treatment Processing	Air Curtain Burner	USGS Quad
		2 ACRES	Yes	Yes	No	CAROLINA BEACH
		Last Storm/Event Used	Year of the Storm/Event	Confirm Year	Historic Preservation Reviewed	
		HANNAH	2008	2008	Yes	
		If Permitted facility:				Natural Heritage Reviewed
		Permit #				Yes
		Unit Type				
Active	DSNum	Site Name	Debris Type	Region	UTM N	UTM E
No	DS65-029	FIGURE EIGHT ISLAND-SITE 1	C&D	WIR		
		Site Location	BEACH RD & BANKS RD		GPS_N	GPS_W
		Directions	NORTH OF WILMINGTON TO FIGURE EIGHT ISLAND AT BEACH & BANKS		34.25895	-77.75497
		Size of Site (acres)	Temporary Storage	Treatment Processing	Air Curtain Burner	USGS Quad
		1.65	Yes	No	No	SCOTTS HILL
		Last Storm/Event Used	Year of the Storm/Event	Confirm Year	Historic Preservation Reviewed	
				2008	Yes	
		If Permitted facility:				Natural Heritage Reviewed
		Permit #				Yes
		Unit Type				

## DMS Attachment 4 - TDMS Permit and Support Documentation

Active	DSNum	Site Name	Debris Type	Region	UTM N	UTM E
No	DS65-039	BATTLE PARK DDS	YW/LC/C&D	WiR		
<b>Site Location</b> HWY 421 SOUTH			<b>City</b> WILMINGTON		<b>GPS_N</b> 34.1176	<b>GPS_W</b> -77.89877
<b>Directions</b> US HWY 421 SOUTH, ~1.5 MIL S OF MONKEY JUNCTION AREA			<b>Contact</b> JOHN HUBBARD 910-798-4403		<b>USGS Quad</b> _____	
<b>Size of Site (acres)</b> 40 ACRES			<b>Temporary Storage</b> Yes	<b>TreatmentProcessing</b> Yes	<b>Air Curtain Burner</b> No	
<b>Last Storm/Event Used</b> _____			<b>Year of the Storm/Event</b> _____		<b>Confirm Year</b> 2011	
<b>If Permitted facility:</b> <b>Permit #</b> _____ <b>Unit Type</b> _____					<b>Historic Preservation Reviewed</b> Yes	
					<b>Natural Heritage Reviewed</b> Yes	
Active	DSNum	Site Name	Debris Type	Region	UTM N	UTM E
No	DS65-040	NHC LANDFILL SOUTHERN PROPERTY	YW/LC/C&D	WiR		
<b>Site Location</b> COUNTY LANDFILL			<b>City</b> WILMINGTON		<b>GPS_N</b> 34.32114	<b>GPS_W</b> -77.98611
<b>Directions</b> 5201 US HWY 421 N, ~5.4 MI N OF THE NE CAPE FEAR BRIDGE			<b>Contact</b> JOHN HUBBARD 910-798-4403		<b>USGS Quad</b> _____	
<b>Size of Site (acres)</b> 82 ACRES			<b>Temporary Storage</b> Yes	<b>TreatmentProcessing</b> Yes	<b>Air Curtain Burner</b> Yes	
<b>Last Storm/Event Used</b> _____			<b>Year of the Storm/Event</b> _____		<b>Confirm Year</b> 2011	
<b>If Permitted facility:</b> <b>Permit #</b> _____ <b>Unit Type</b> _____					<b>Historic Preservation Reviewed</b> Yes	
					<b>Natural Heritage Reviewed</b> Yes	
Active	DSNum	Site Name	Debris Type	Region	UTM N	UTM E
No	DS65-041	Olsen TDMS	YW/LC/C&D	WiR		
<b>Site Location</b> 5510 Olsen Park Lane			<b>City</b> WILMINGTON		<b>GPS_N</b> 34.3015	<b>GPS_W</b> -77.8662
<b>Directions</b> Hwy. 117/North College Road to the Northchase Industrial Park (Northchase Pkwy); Right/South on Corporate Drive to Olsen Park.			<b>Contact</b> Bill Reed, City of Wilmington 910.341.0225		<b>USGS Quad</b> _____	
<b>Size of Site (acres)</b> 12 ACRES			<b>Temporary Storage</b> Yes	<b>TreatmentProcessing</b> Yes	<b>Air Curtain Burner</b> No	
<b>Last Storm/Event Used</b> _____			<b>Year of the Storm/Event</b> _____		<b>Confirm Year</b> 2011	
<b>If Permitted facility:</b> <b>Permit #</b> _____ <b>Unit Type</b> _____					<b>Historic Preservation Reviewed</b> Yes	
					<b>Natural Heritage Reviewed</b> Yes	

<u>Active</u> No	<u>DSNum</u> DS65-042	<u>Site Name</u> Optimist Park TDMS	<u>Debris Type</u> YW/LC/C&D	<u>Region</u> WiR	<u>UTM N</u> <input type="text"/>	<u>UTM E</u> <input type="text"/>
		<u>Site Location</u> <input type="text" value="1650 South Front Street"/>	<u>City</u> WILMINGTON	<u>GPS_N</u> <input type="text" value="34.21375"/>		
		<u>Directions</u> <input type="text" value="Hwy. 421 to South Front Street, at the Greenfield Lake dam. Corporate Drive to Olsen Park."/>	<u>Contact</u> Bill Reed, City of Wilmington 910.341.0225	<u>GPS_W</u> <input type="text" value="-77.9468"/>		
				<u>USGS Quad</u> <input type="text"/>		
				<u>Historic Preservation Reviewed</u> Yes		
				<u>Natural Heritage Reviewed</u> Yes		
<u>If Permitted facility:</u> <u>Permit #</u> <input type="text"/> <u>Unit Type</u> <input type="text"/>		<u>Size of Site (acres)</u> 2.5 ACRES	<u>Temporary Storage</u> Yes	<u>TreatmentProcessing</u> Yes	<u>Air Curtain Burner</u> No	
		<u>Last Storm/Event Used</u>	<u>Year of the Storm/Event</u>	<u>Confirm Year</u> <input type="text" value="2011"/>		