



CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY

2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227 • 804/359-8413 • Fax 804/359-8421 • www.cvwma.com

RECEIVED

November 14, 2012

NOV 14 2012

CITY OF COLONIAL HEIGHTS
DEPARTMENT OF PUBLIC WORKS

Mr. William Henley., Director of Public Works
City of Colonial Heights
P.O. Box 3401
Colonial Heights. VA 23834

Dear Mr. Henley:

Enclosed please find the Special Project Service Agreement and three signature pages for CVWMA's Vegetative Debris Processing and Removal Services Program.

This program is intended to have contracts in place for emergency disaster recovery processing where the situation is not large enough to warrant activation of the CVWMA Disaster Recovery Contractors. This Agreement addresses only processing and removal of the ground vegetative debris. The fees for the process are based on per cubic yard of output and/or per ton rate so that they qualify for FEMA reimbursement when available.

The term of the Agreement coincides with the Vegetative Debris Processing and Removal Services Contracts with Va Wood Processing, Inc., Yard-Works, LLC and E.J. Wade Construction. All three are located in the Region. The Contracts are for a five year initial term through 2017 and provide for an additional 5-year renewal option.

Once the Service Agreements have been reviewed and signed, please return two signature pages of each to me. The copy of the Service Agreements and one signature page is for your records. Let me know if you have questions or require additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bernard B. Harris".

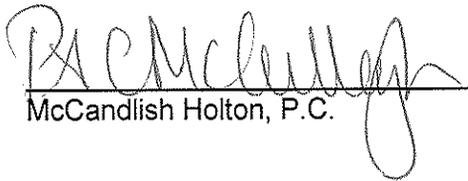
Bernard B. Harris
Director of Operations

Enclosures



IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdictions have caused this Agreement to be executed.

APPROVED AS TO FORM:


McCandlish Holton, P.C.

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

By: 
Kimberly A. Hynes
Executive Director

Date: 11/13/12

APPROVED AS TO FORM:

Hugh P. Fisher III
City Attorney

CITY OF COLONIAL HEIGHTS

By: _____
Thomas L. Mattis
City Manager

Date: _____

SPECIAL PROJECT SERVICE AGREEMENT FOR VEGETATIVE DEBRIS PROCESSING AND REMOVAL

This SPECIAL PROJECT SERVICE AGREEMENT (hereinafter "Service Agreement) is made by and between the CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY (hereinafter "CVWMA" or "Authority"), its successors and assigns, having its principal place of business at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227; and (if executed on the appropriate page 8 – signature – end page of this agreement).

TOWN OF ASHLAND (ASH)
COUNTY OF CHARLES CITY COUNTY (CCC)
COUNTY OF CHESTERFIELD (CHE),
COUNTY OF GOOCHLAND (GCH),
COUNTY OF HENRICO (HEN),
COUNTY OF HANOVER (HAN),
COUNTY OF NEW KENT (NKT),
COUNTY OF POWHATAN (POW),
COUNTY OF PRINCE GEORGE (PRG)
CITY OF COLONIAL HEIGHTS (COL)
CITY OF HOPEWELL (HOP)
CITY OF RICHMOND (RIC) and
CITY OF PETERSBURG (PET)

(hereinafter, collectively, "Participating Local Jurisdictions").

SECTION 1 - PURPOSE

A. The parties have entered into this Service Agreement pursuant to the authority of the Virginia Water and Waste Authorities Act (Title 15.2, Chapter 51 of the Code of Virginia, 1950 as amended), and the Articles of Incorporation of the CVWMA. Its purpose is to establish a special project for Vegetative Debris Processing and Removal Services within the Participating Local Jurisdictions as authorized by Section 11 of the Articles. Several Contracts have been awarded for this service and Participating Local Jurisdictions ay activate any of the Contractors.

B. The Participating Local Jurisdictions agree to participate in this special project according to the terms and conditions of this Service Agreement which references terms of the Contracts. The Participating Local Jurisdictions further agree that this Service Agreement shall take effect in each Participating Locality upon execution and return of a signed copy of this Service Agreement to the CVWMA.

C. The parties agree that the CVWMA will implement this special project through a private vendor contracts with three Contractors, based upon an Request for Proposals (RFP) 12-53 issued by the CVWMA on May 6, 2012, as reflected in Service Contracts entered into between the CVWMA and Yard-Works, LLC, E. J. Wade Construction and Virginia Wood Processing, INC.

SECTION 2 - DEFINITIONS

For the purpose of this Service Agreement, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

A. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq., and includes the individual members (or voting alternates) of the CVWMA Board of

Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Service Agreement, "Authority" shall not include the governing bodies, the individual elected officials of the Participating Local Jurisdictions served by this Service Agreement, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the Participating Local Jurisdictions acting on behalf of their employer or principal, respectively.

- B.** *Contract* – shall mean the written contract and all amendments thereto, between the CVWMA and the Contractor, governing the provision used vegetative debris processing and removal services, in this case E.J. Wade Construction or Virginia Wood Processing, Inc. or Yard-Works LLC.
- C.** *Contractor* - shall mean the individual, Contractor, firm, partnership, joint venture, corporation, or association performing Vegetative Debris Processing and Removal Services under Contract with the Central Virginia Waste Management Authority (CVWMA).
- D.** *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland.
- E.** *Special Project Service Agreement or Service Agreement* - shall mean this Service Agreement between the CVWMA and the Participating Local Jurisdictions, together with all modifications or amendments thereto.
- F.** *Recycled Material* - shall mean organic soil amendment material, mulch, boiler fuel, and other materials which result from the Vegetative Debris Processing and Removal Services.
- G.** *Recycling* - shall mean the process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be similar to the original product.
- H.** *Service Sites* - shall mean sites where Vegetative Debris Processing and Removal Services are to be performed. The CVWMA will notify the Contractor in writing as to the location of Service Sites as those sites are designated by Participating Localities over the term of the Contract.
- I.** *Participating Local Jurisdictions*– shall mean those Member Jurisdictions that have executed this Special Project Service Agreement.
- J.** *Vegetative Debris* -shall mean grass clippings, leaves, brush prunings, tree limbs and stumps (stumps less than 24" in diameter are considered brush), and other vegetative waste which is free of non-biodegradable materials such as plastic and/or metal.
- K.** *Vegetative Debris Processing Services* - shall mean those services to be performed by the Contractor including: **a)** grinding of vegetative debris for volume reduction at Service Sites; **b)** transportation and/or oversight of transportation from Service Sites to remove material; **c)** reporting to the CVWMA the results of the process; **d)** the performance of any and all other functions and obligations relative or ancillary to the described services; **e)** restoration of the site (by grading and applying a layer of mulch to stabilize the work area).

SECTION 3 – TERM OF AGREEMENT

The term of this Service Agreement shall run concurrently with the term of the Contracts with the Contractors, and shall terminate when such Contracts terminate. The term of that Contract is on or about

October 1, 2012 through September 30, 2017, with an additional five (5) year renewal option. Renewal of any such Contract will be by mutual written consent of the CVWMA and the individual Contractors. The CVWMA and any Participating Local Jurisdiction may renew this Service Agreement by written consent given not less than one hundred and eighty (180) days prior to the expiration of its then current term. This Service Agreement shall become effective and operations hereunder may commence in a Participating Local Jurisdiction following execution of this Service Agreement by such Participating Local Jurisdiction.

SECTION 4 – SPECIAL PROJECT DESCRIPTION, PAYMENT SCHEDULE

- A.** The CVWMA will contract with the Contractors for the vegetative debris processing and removal from collection sites designated by the CVWMA Participating Local Jurisdictions. The CVWMA will work with Participating Local Jurisdictions and the Contractor to coordinate collection sites, schedules and anticipated quantities.
- B.** The Contractor shall provide the services meeting the stated criteria as well as all federal, state and local laws and regulations for the loading, transportation and handling of all batteries collected by Participating Local Jurisdictions through this project.
 - a. The Contractor shall operate vegetative debris processing equipment in the Participating Jurisdiction(s) at designated sites on an “on call” basis, in response to a request received by the CVWMA from an authorized representative of a Participating Jurisdiction(s). The Contractor shall begin work within five (5) days of notification by CVWMA. At the onset of the Contract, the Contractor shall provide the CVWMA a point of contact for the term of the contract and keep that contact current at all times.
 - b. The Contractor shall provide experienced, properly trained, qualified operators for each piece of equipment used in the debris processing and removal operation. The operator or operators of each piece of equipment shall process a valid CDL license when required for the equipment being operated.
 - c. The Contractor shall provide supervision of employees at all times. The supervisor shall be available to meet with Participating Local Jurisdiction personnel within one hour of notification as work progresses. The supervisor’s name and cell phone number shall be required prior to the commencement of scope of work activities.
 - d. The designated processing site(s) shall be open to the Contractor from 7:00 a.m. to 7:00 p.m., Monday through Saturday. All work shall be conducted during daylight hours (defined as sunrise and no later than sunset) unless otherwise directed by the Participating Local Jurisdiction.
 - e. The Contractor shall be responsible for determining the method and manner of debris removal operations, to complete the work in the agreed to time, and consistent with the Scope of Services.
 - f. The Contractor shall obtain all permits or licenses necessary to complete the work.
 - g. The Contractor shall be responsible for correcting any notices of violations and/or covering the cost of damages resulting from any notices of violations issued as a result of their actions or operations.
 - h. Contractor shall provide all personnel and equipment necessary to load, process and/or transport vegetative waste from the stockpiled area.
 - i. Contractor shall be responsible for operating and maintaining equipment necessary to carry out the provisions of the Contract resulting from this RFP.
 - j. Neither the CVWMA nor the Participating Jurisdiction shall be responsible for tramp metal or other contamination found in vegetative waste that may cause damage to Contractor’s equipment or injury to its employees or similar and it shall be incumbent upon Contractor and its employees to review, survey, etc debris, prior to processing.
 - k. Contractor shall provide CVWMA with an activity report not later than the 10th of the following month to include the input cubic yards and/or tons of vegetative waste

processed for each location. Information must be provided in a format authorized and accepted by FEMA for reimbursement.

- l. All work shall be performed according to the standards of the industry and to the complete satisfaction of the Participating Local Jurisdiction.
- m. The Contractor shall ensure all personnel and equipment comply with OSHA and VOSH standards as they apply to work being done and not create any hazardous conditions with equipment used.
- n. The Contractor shall ensure proper behavior of employees to include courteous and respectful communications with any citizens or employees of the Participating Local Jurisdiction that they may come in contact with. Anyone exhibiting behavior deemed unacceptable by the Participating Local Jurisdiction will be barred from the work site.
- o. The Contractor shall provide an estimate in tonnage or output cubic yards of vegetative debris to the Participating Local Jurisdiction prior to the commencement of work. This quoted amount shall be firm for billing purposed unless the material is weighed as outbound mulch (tons).
- p. During the execution of the work the Participating Local Jurisdiction shall have the authority to suspend work fully or in part due to the failure of the Contractor to correct conditions unsafe for the workers and/or general public, for failure to carry out orders for such period and as may be deemed necessary due to unsuitable weather, conditions unsuitable for the execution of work, or for any conditions or reasons deemed to be in the Participating Local Jurisdictions best interest.
- q. The site must be restored by the Contractor to conditions acceptable to the Participating Local Jurisdiction (i.e. grading, landscaping, etc). The Participating Local Jurisdiction reserves the right to inspect work in progress, as well as make final inspection to approve completed work. If the Contractor fails to clean up or return to acceptable pre-event condition at the completion of work, the Participating Local Jurisdiction may do so and charge the costs to the Contractor.
- r. *Annual Recycling Rate Report* - : The Contractor shall provide information for the annual Virginia Recycling Rate Report as specified in VAC 20-130-10 et seq. upon request by CVWMA.

C. Services shall be provided at the request of the Participating Local Jurisdiction and the CVWMA. Requests for service shall be made to the CVWMA by the Participating Locality and communicated by the CVWMA to the Contractor.

D. The Fee Schedule for Vegetative Debris Processing and Removal Services is as follows::

| Contractor | Rate per Cubic Yard Out-Put | Rate per Ton |
|-------------------------|------------------------------------|---------------------|
| E. J. Wade Construction | \$3.25 | \$13.00 |
| Va Wood Processing | \$3.85 | \$16.56 |
| Yard-Works, LLC | \$4.90 | \$19.60 |

- E. The Contract is a “requirements” Contract and neither the CVWMA not the Participating Local Jurisdictions guaranty any quantities Vegetative Debris. Nevertheless, the Contract provides that the Contractor shall process and dispose of all vegetative debris collected by the Participating Local Jurisdictions in accordance with the terms of the Contract.
- F. Each Participating Local Jurisdiction will specify to the CVWMA the site or sites from which it wishes to have the Contractor provide services.
- G. Title to, control of and responsibility for vegetative debris processed at the Collection Sites shall transfer to Contractor upon processing of such materials by the Contractor. The CVWMA will at no time hold title to vegetative Debris collected under this Agreement or the Contract.

SECTION 5 – NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture or the formation of a partnership among or between the CVWMA, the Contractor and/or the Participating Local Jurisdictions, any or all of them.

SECTION 6 – FORCE MAJEURE

Should any Contractor fail or not be able to perform the services under the Contract with the CVWMA by reason of Force Majeure, the CVWMA shall, where practicable, take all reasonable steps to secure another Contractor to perform those services selecting first from procured Contractors and then if necessary, others on an emergency basis. Failure of the CVWMA to perform under this Agreement by reason of Force Majeure affecting the CVWMA or any Contractor shall not constitute a default or cause for termination of this Agreement. However, in case of Contractor non-performance due to Force Majeure, the CVWMA shall immediately notify the Participating Local Jurisdictions in writing of the failure, including reasons for such failure, and Contractor shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

SECTION 7 – TERMINATION AND NON-APPROPRIATION

A. A Participating Local Jurisdiction desiring to withdraw from this Service Agreement shall give the CVWMA thirty (30) days advance written notice of its intent withdraw.

B. The parties to this Service Agreement agree that termination pursuant to Section 7 shall be without penalty or liability to either party.

C. Notwithstanding the withdrawal of any Participating Local Jurisdiction, this Service Agreement shall remain in effect with respect to any remaining Participating Local Jurisdiction(s).

SECTION 8 – COMPLIANCE WITH LAWS AND REGULATIONS AND GOVERNING LAW.

The parties to this Service Agreement agree that the laws of the Commonwealth of Virginia shall govern the validity, construction, interpretation, and effect of this Service Agreement. This Service Agreement is entered into and is to be performed in the Commonwealth of Virginia. Any dispute or claim arising out of or relating to this Service Agreement or the Contract shall be resolved in the General District or Circuit Court of the City of Richmond, Virginia.

SECTION 9 – SEVERABILITY AND WAIVER

In the event any provision of this Service Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be binding upon the parties. Should any term, provision or other part of this Service Agreement be held to be unenforceable, such provision or portion thereof shall be reformed to comply with applicable laws or regulations preserving to the greatest extent possible the original intent of the unenforceable provision. Waiver of a breach by any party of any provision, term, condition, or covenant of this Service Agreement shall not be construed by the other party as a waiver of a subsequent breach of such provision by the waiving party.

SECTION 10 – NON-ASSIGNMENT

Neither the Participating Local Jurisdictions nor the CVWMA shall assign their respective duties under this Service Agreement without the written consent of all other signatories to this Service Agreement. This Service Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

SECTION 11 – INSURANCE AND INDEMNIFICATION

A. Insurance. The Contractor shall be required to carry and maintain in effect public liability insurance coverage with a company licensed to do business in the Commonwealth of Virginia and in the

amounts and coverages specified below. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the Contractor specifying such limits, with the CVWMA and each Participating Local Jurisdiction participating in this proposed project named as additional insured parties. The Contractor shall insure that the carrier or carriers shall agree to give the CVWMA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the contract is renewed beyond the initial five-year term.

- a. Worker's Compensation
Coverage A - Statutory Requirements
- b. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage
- c. Comprehensive General Liability
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage
Including: Completed Operations/Products
Contractual Liability for Specified Agreements
Personal Injury
Broad Form Property Damage

NOTE: The levels of coverage required in b. and c. can be met by the primary policy alone or in concert with an excess liability policy.

The Contractor shall provide, if required, evidence showing compliance with the above requirements to the satisfaction of the CVWMA prior to commencement of work under the Contract. Failure to comply with this requirement may be cause for termination of the Contract, in the sole discretion of the CVWMA.

- B. Indemnification. The Contractor shall indemnify, and hold CVWMA its agents as well as its member jurisdictions and the employees and agents harmless, now and in the future for all obligations and situations, relating to compliance with any and all federal, state or local environmental laws and regulations applicable to any of facilities, properties (real or personal) or any operations or equipment used in connection with the Contractor's or any of its subcontractor's performance under this Contract, including such laws regulating the ownership, use, monitoring and/or operation of any facility, batteries or other associated equipment or operations pursuant to the Contract.

The Contractor shall indemnify and hold the CVWMA its agents as well as its member jurisdictions and the employees and agents harmless from and defend against all claims, (legal, equitable, or administrative), damages, losses, expenses, fees of consultants, experts and attorneys, remediation, removal and clean-up costs and all other costs, liabilities or expenses arising out of or resulting from (a) the performance or failure to perform contracted services or (b) the purchase, collection, sale or disposal of goods or the failure to do any of the foregoing under this Contract by either Contractor or subcontractor. Contractor's obligation to indemnify shall extend but not be limited to, (c) any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use, or economic loss, and (d) any and all claims against the CVWMA or any of the Participating Local Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law now or hereafter in effect. The making of a claim or the institution of legal or equitable or administrative action on any one cause shall not prejudice or bar subsequent claim or action on any other cause or causes of action, regardless of when such cause of action may have arisen.

SECTION 12 – ADDITIONAL PARTIES

- A. It is understood and agreed upon by the parties, upon written request from any of the other Member Jurisdictions of the CVWMA service area, that the CVWMA may enter into a Service Agreement Addendum with such other Member Jurisdiction(s)
- B. It shall be understood by the parties to this Service Agreement that no other additional parties shall be eligible to participate in this special project without a written addendum to this Service Agreement.
- C. This Service Agreement shall remain in full force and effect between the remaining parties notwithstanding termination with respect to any Participating Local Jurisdiction.

SECTION 13 – ENTIRE AGREEMENT

This Service Agreement represents the entire agreement between the CVWMA and the Participating Local Jurisdiction(s) and supersedes all prior negotiations, representations or agreements, either written or oral. This Service Agreement may only be amended by written document signed by the Participating Local Jurisdiction(s) and the CVWMA after approvals granted by the governing bodies of the Participating Local Jurisdiction(s) and the CVWMA unless said amendment authority has been previously delegated to the authorized representatives of the CVWMA and the Participating Local Jurisdiction(s) in the opinion of local and CVWMA legal counsel.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK