



# **PUBLIC WORKS COMMITTEE MEETING**

**May 02, 2023 at 7:00 PM**

*Council Chambers – Town Municipal Center*

## **AGENDA**

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**CALL TO ORDER**

**PUBLIC COMMENT**

**AGENDA ADOPTION**

**REVIEW OF CROPPER STREET PROGRESS AND BUDGET**

**REVIEW 5 YEAR SANITATION CONTRACT**

1. Advertisement for Bid
2. Specifications
3. Instructions to Bidders
  
4. Form of Proposal

**REVIEW STATUS OF MEMORIAL PARK BOAT RAMP PROJECT**

**CONSIDER REQUEST FOR NEW STREET LAMP**

5. Street Light Application
6. Street Light Policy

**ADJOURN**



SANITATION SERVICES CONTRACT  
TOWN OF CHINCOTEAGUE INC.  
CONTRACT #1-SAN-2023

The Town of Chincoteague Inc. will receive sealed bids on a new 5-year sanitation contract for the collection and proper disposal of solid waste, until 2PM on May 19 2023 at which time all bids will be publicly opened and read aloud. Services provided by this contract include the collection and removal of residential and commercial refuse from the Town of Chincoteague for a five-year period beginning July 1, 2023.

A pre-bid meeting will be held on May5, 2023 at the Town Offices located at 6150 Community Dr. 23336. Attendance is recommended but not mandatory. Bid Packages can be obtained from the Town office at 6150 Community Drive, Chincoteague, Va. 23336 or by calling (757) 336-6519.

Inquiries concerning the contract should be directed to Wes Parks at (757) 336-6519.

## CONTRACT SPECIFICATIONS

### SANITATION SERVICES

#### TOWN OF CHINCOTEAGUE, INC. CONTRACT NO. 1-SAN-2023

#### 1. Scope

##### 1.1 Scope

The scope of work to be accomplished under this contract includes the provision of all labor, equipment, materials, supplies, supervision and services necessary for the performance of solid waste collection services for the Town of Chincoteague.

#### 2. General Requirements

##### 2.1 Contract Tenure

a. The period of performance is July 1, 2023 through June 30, 2028. The contract tenure is divided into five equal annual periods, each beginning on July 1 and ending on June 30.

b. The contract is composed of a base period with four option periods. The option periods are dependent on the Town's ability to provide funding for the successive periods and/or the contractor's continued acceptable performance. If funding for the contract is not available, the Town reserves the right, at its sole discretion, to terminate the contract. The Town will advise the contractor by certified mail posted on or before June 15 of each year to notify him if the option for the succeeding period will be exercised. If the option is not renewed the contract for the succeeding period will terminate on June 30.

##### 2.2 Contract Documents

Documents which govern the work of the contract shall include:

- a. Contract Specifications
- b. Schedule of Bid/Cost Items
- c. Form of Proposal
- d. Form of Contract (executed upon or after award)

##### 2.3 Operating Hours

Services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Operations before or after these hours are strictly prohibited.

## 2.4 Schedule of Services

- a. No more than ten days after award of the contract, the Contractor shall submit a Schedule of Services detailing the services to be provided.
- b. The Schedule shall indicate on which days, and in which areas, services will be provided.
- c. Time of collections at businesses and residences shall be as consistent week to week for the convenience of citizens.
- d. The contractor shall provide alternate schedules to the contract representative three weeks in advance of holidays or other events which affect the normal work schedule.

## 2.5 Payments for Services

- a. The Contractor's attention is directed to the Schedule of Bid/Cost Items and the Form of Proposal for the contract.
- b. Payment for services shall be made on a monthly basis in accordance with bid prices submitted by the contractor at the time of bid and only after the month's services have been provided.
- c. The Contractor shall provide all information required by the Bid/Cost Schedule and Form of Proposal. The monthly basis for payment is the culmination of the costs submitted in these forms and additions or deletions to the contract (hereinafter detailed).

## 2.6 Additions and Deletions to Contract.

- a. The Town acknowledges that the quantities provided in the Bid/Cost schedule are an approximate number of locations and will allow adjustments in quantity during the contract tenure. It shall be the responsibility of the contractor to provide documentation that the number of locations serviced has permanently increased or decreased. Notification of any proposed quantity adjustment shall be delivered to the contract representative 60 days prior to the beginning of the succeeding contract period. Unit costs provided by the contractor for individual bid cost items in his bid shall provide the basis for proportionate adjustments to monthly billings where additions or deletions occur.
- b. In the preparation of his bid, the Contractor shall factor all inflationary rates and adjustments in labor costs which may be required for the entire contract tenure. Costs submitted in his bid are considered as firm, fixed price. No further adjustments for inflationary rates shall be permitted during the contract term.
- c. The Contractor shall also include in the unit cost of each of the applicable required services, the cost of landfill fees. Landfill fees shall not be considered a separate unit cost or payment

item however; the Town recognizes that an unforeseen rise in landfill fees may occur during the contract tenure. If such should occur, a separate cost item will be permitted to compensate for the additional landfill fees. In every monthly statement, the Contractor shall provide the total weight of all waste removed from Chincoteague and delivered to the landfill. Sufficient documentation shall be provided to allow adjustments in the contract unit costs should such be required as a result of an increase in landfill fees.

d. The Contractor is required to comply with the following minimum requirements in preparing and submitting monthly statements:

- Monthly costs shall be itemized with reference to applicable bid/cost item numbers.
- The weight of refuse removed shall be submitted with the monthly statement. Upon request, the contractor shall include actual weight bills from the landfill utilized.
- Additions/deletions shall be itemized and reference given to the applicable bid/cost item.
- Quantities of additions and deletions shall be provided.
- The applicable unit cost shall be applied and designated for additions and deletions.

e. The Town reserves the right to accept any, all or no parts of the Bid/Cost schedule.

#### 2.7 Annual Revisions to Schedule of Bid/Cost Items.

Sixty days prior to the end of the base, or any subsequent option period, and prior to the execution of a contract for the next period, the contractor shall submit to the contract representative, a copy of the Schedule of Bid/Cost Items for the ensuing period, containing necessary revisions in quantities of bid/cost items. The contract representative will consider the necessity of incorporating revisions into the contract for the next period.

#### 2.8 Disposal Site and Reporting Requirements

a. All waste materials collected under this contract shall be disposed of at a State approved landfill.

b. The Contractor shall provide a monthly report of the quantities of all waste collected and disposed under the contract. Landfill receipts shall be included.

#### 2.9 Termination of Contract

a. This contract may be terminated by the Town, at its sole discretion, if the terms of the contract have been breached by the Contractor, the Contractor has failed to comply with requirements of the specifications herein or otherwise has unsatisfactorily performed the work under the agreement.

b. Such termination may be executed upon two weeks notice to the Contractor by the Town.

c. Prior to cancellation of the agreement, the Town will notify the contractor in writing, citing circumstances which justify termination and remedial action necessary to correct the circumstances.

2.10 Tax Exemption.

The Town of Chincoteague, Inc. is exempt from Federal Excise Taxes, Virginia Sales and Use Taxes and Transportation Taxes.

2.11 Performance Bond.

The Contractor shall furnish a performance bond in a form, and by a surety company, approved by the Town in the amount of one hundred percent (100%) of the applicable contract period price. Bond shall be made payable and delivered to the Town of Chincoteague, Inc., within ten (10) days of contract award.

2.12 Insurance.

a. The Contractor shall maintain Workmen’s Compensation Insurance, Public Liability/Property Damage Insurance and Vehicle Public Liability Insurance. Insurance shall provide protection from claims which may arise from operations under this contract, whether such operations are by the contractor, a subcontractor or anyone directly employed by either party.

Workmen’s Compensation Insurance shall be compliant with Virginia State Law.

Minimum limits of General Liability shall be:

Bodily Injury.....	\$1,000,000 each occurrence
	\$1,000,000 annual aggregate
Property Damage.....	\$1,000,000 each occurrence
	\$1,000,000 annual aggregate

Minimum limits of Vehicle Public Liability shall be:

Bodily Injury.....	\$500,000 per accident
Property Damage.....	\$500,000 per accident

b. The Contractor shall submit certificates of insurance, as issued by his agent, showing policies to be in full effect during the contract tenure. The Town of Chincoteague, Inc. shall be named as an additional insured. Submittals shall be made by the successful bidder to the Town prior to award of the contract and annually prior to renewal of contract.

Documentation, Submittals, Schedules, Reporting.

The following table is provided as an aid to the contractor in fulfilling the requirements of reporting, documentation, submittals and completion of schedules, etc.:

<u>Requirement</u>	<u>Due Date</u>
Schedule of Bid/Cost Items	bid opening & 60 days prior to renewal date
Form of Proposal	bid opening date
Performance Bond	within 10 days following award
Bid Bond	bid opening date
Certificates of Insurance	within 10 days following award
Schedule of Services	within 10 days following award
Statements	monthly
Landfill Reports	monthly

2.13 Non-discrimination.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of subsections 2.14.a, 2.14.b, and 2.14.c of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.14 Drug-Free Workplace.

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor’s employees.
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
- d. Include the provisions of subsections 2.15.a, 2.15.b, and 2.15.c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **3. Specific Requirements**

#### **3.1 Residential Collections**

- a. From residential locations, the Contractor shall collect, transport and dispose of waste materials from containers placed curbside. This service shall be provided once each week throughout the year.
- b. The maximum volume of containers that the Contractor is required to collect waste from is 130 gallons.
- c. The contractor shall provide, at no additional cost, one rollout container to each residence. The container shall have a capacity of 96 gallons or 65 gallons as selected by the property owner. The property owner will be responsible for replacing rollout carts that have been lost, stolen, or damaged unless caused by the contractor. Within 30 days following notice to proceed, the Contractor shall provide a list to the Town of residence addresses to which he has provided a container. The contractor shall provide, at no cost to the resident, a container to all new residences not listed on the original list. Replacement containers to residences on the original list will be billed to the owner at the unit price quoted on the proposal.

#### **3.2 Commercial Collections**

- a. The Contractor shall collect, transport, and dispose of waste materials from a maximum container volume of 288 gallons per stop for commercial locations. Commercial collections shall be provided once each week from September 1 through May 30.
- b. During the period June 1 through August 31, collection and disposal services shall be expanded to allow an additional container volume of 192 gallons or a total of 480 gallons per stop for all commercial locations.
- c. Commercial collections shall be provided twice each week from June 1 through August 31.
- d. The contractor shall provide, at no additional cost, one rollout container to each business. The container shall have a capacity of 96 gallons. The property owner will be responsible for replacing rollout carts that have been lost, stolen, or damaged unless caused by the contractor. Within 30 days following notice to proceed, the Contractor shall provide a list to the Town of business addresses to which he has provided a container. The contractor shall provide, at no cost to the owner, a container to all new businesses not appearing on the original list. Replacement containers will be billed to the owner at the unit price quoted on the proposal.



e. The Contractor's attention is directed to the applicable Bid/Cost items which indicate the extent and locations of commercial collection services described in 3.2 a, b and c above.

### 3.3 Performance of Collection

a. The Contractor shall ensure that after collections, covers of containers are replaced and containers are returned to the back edge of sidewalks or curbing, or otherwise clear of roadways and replaced carefully where the owners have placed them for collection.

b. Care shall be exercised to prevent damage to containers through neglect or abuse by the Contractor's employees. In the event complaints are received by the Town of such neglect or abuse, the Contractor shall be held responsible for remedial action deemed necessary.

c. Collections shall be performed in a quiet and orderly manner.

d. Scattered refuse resulting from the Contractor's collection operations shall be immediately collected and disposed of by the Contractor's employees.

e. Equipment operators and collectors shall be courteous and not use obscene or foul language.

f. Equipment shall be operated in a safe manner and shall not create or pose hazards to pedestrians, vehicular traffic or properties.

### 3.4 Collection Routes

a. The Contractor is responsible for providing collection services under the contract for all residences and businesses accessible by public or privately owned streets.

b. All streets with means of ingress/egress free of obstacles and passable for a width of 10' and height of 14' shall be serviced under this contract.

c. The Contractor is required, when necessary, to back equipment on dead end or no-outlet type streets, provided such streets meet the requirements of 3.5b, above.

d. Residents on streets which do not meet the requirements of 3.5b above, will be instructed by the Town to place refuse at the nearest location of an intersecting accessible street.

### 3.5 Collection Equipment

a. The Contractor shall use vehicles and equipment that are suitable to fulfill the requirements specified in these specifications. Additional vehicles and equipment shall be available for use in case of breakdowns or emergencies.

- b. Trucks shall be compacting type units, specifically designed and manufactured for the purpose of waste collections with tight, covered bodies to prevent the escape of waste solids or liquids.
- c. Equipment shall be approved for use in the contract by the Contract Representative. Equipment shall satisfy all federal and state requirements as may be applicable.
- d. Equipment must be maintained in a clean and safe operational condition during the contract tenure. Equipment shall be free of leakage of motor oil, hydraulic or transmission fluids and grease or leakage from collected waste. Spills occurring from such leakage shall be immediately cleaned. A spill kit is required to be in every truck. Notification to the Town and appropriate HAZMAT personnel is also required for any such leakage.
- e. Trucks shall be periodically disinfected, and steam cleaned.

### 3.6 Complaints

Customers shall be encouraged to direct all complaints to the Town office. The Contractor however, shall provide a contact person between the hours of 9 a.m. and 5 p.m. Monday through Friday for the reporting and resolution of complaints and service issues. The contractor will also maintain a record of each complaint received. At minimum, the record shall include the name, address and telephone number of the complainant and the nature, disposition and follow-up of the complaint. A copy of these records shall be made available to the Town upon request.

INSTRUCTIONS TO BIDDERS  
CONTRACT NO. 1 – SAN – 2023

1. Completion of Bid Forms:

- a. Use only forms supplied by the Town.
- b. Make copies of bid forms for your records and submit originals.
- c. All blanks shall be filled in by typewriter or manually in ink.
- d. Where so indicated, sums shall be expressed in both words and figures, and in case of a discrepancy between the two, the amount written in words shall govern.
- e. Any interlineations, alterations or erasures must be initialed by the signer of the Form of Proposal.
- f. The Form of Proposal shall be signed by the person or persons legally authorized to bind the Bidder to a contract, using the legal name of the signer. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

2. Submission of Bids:

- a. The Schedules of Bid/Cost Items, the Forms of Proposal, the Bid Security, and any other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be identified with the Contract number (1-SAN-2023) and the Bidder's name and address. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- b. Bids shall be addressed to: Wes Parks, Public Works Director, Town of Chincoteague, Inc., 6150 Community Drive, Chincoteague Island, VA 23336. Bids shall be mailed or hand delivered to the above address prior to the time and date provided for the opening of bids in the Advertisement, or any extension thereof made by addendum. Bids received after the time and date for receipt/opening of bids will be returned unopened.
- c. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- d. Bids shall be irrevocable for 90 days following bid opening date.

3. Opening of Bids.

- a. Bids received on time will be opened publicly and read aloud.

4. Rejection of Bids.

- a. The Town shall have the right to reject any or all bids and to reject any bid not accompanied by the required bid security or by other data required by the bidding documents or to reject a bid which is in any way incomplete or irregular.

5. Acceptance of Bid (Award).

- a. It is the intent of the Town to award a contract to the lowest responsible bidder whose proposal represents the best value to the Town based on the overall combination of price and services offered provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The Town shall have the right to waive any informality or irregularity in any bid or bids which, in its judgment, is in the Town's best interest to do so.

6. Modification or Withdrawal of Bid.

- a. A bid may not be modified, withdrawn or cancelled by the bidder after opening of bids, and each bidder so agrees in submitting his bid.
- b. Bids may be modified by the bidder prior to bid opening but must be submitted in the manner described in paragraph 2 herein with the notation "MODIFIED BID ENCLOSED".

7. Bid Security.

- a. Each bid shall be accompanied by a bid bond, written by a surety company approved by the Town. The bond must be in an amount not less than five percent (5%) of the base period bid. Certified or cashier checks are acceptable in lieu of bid bond, subject to the same conditions. Bonds and checks shall be made payable to the Town of Chincoteague, Inc.

FORM OF PROPOSAL  
TOWN OF CHINCOTEAGUE, INC.  
CONTRACT # 1 – SAN – 2023

DATE: \_\_\_\_\_

I, (we), the undersigned, do hereby submit our proposal for Sanitation Services for the period beginning July 1, 2023 and ending June 30, 2028. It is understood that the period is divided into five annual periods consisting of a base period with four annual renewal options, subject to annual appropriations.

Having carefully examined the Instructions to Bidders, the Schedule of Bid/Cost Items, the Contract Specifications, the Form of Proposal and all documents relevant to the subject item and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the required sanitation services in accordance with the costs stipulated in the following Schedule of Prices:

DESCRIPTION: Provide services of Bid/Cost Items 23-1, 23-2A, 23-2B and 23-2C in accordance with contract specifications, for the base contract period (July 1, 2023 through June 30 2024) for the total price of:

Written amount: \_\_\_\_\_/yr. Numerical: \$\_\_\_\_\_/yr.

DESCRIPTION: Provide services of Bid/Cost Items 24-1, 24-2A, 24-2B and 24-2C in accordance with contract specifications, for the first renewal period (July 1, 2024 through June 30, 2025) for the total price of:

Written amount: \_\_\_\_\_/yr. Numerical: \$\_\_\_\_\_/yr.

DESCRIPTION: Provide services of Bid/Cost Items 25-1, 25-2A, 25-2B and 25-2C in accordance with contract specifications, for the second renewal period (July 1, 2025 through June 30, 2026) for the total price of:

Written amount: \_\_\_\_\_/yr. Numerical: \$\_\_\_\_\_/yr.

DESCRIPTION: Provide services of Bid/Cost Items 26-1, 26-2A, 26-2B and 26-2C in accordance with contract specifications, for the third renewal period (July 1, 2026 through June 30, 2027) for the total price of:

Written amount: \_\_\_\_\_/yr. Numerical: \$\_\_\_\_\_/yr.

DESCRIPTION: Provide services of Bid/Cost Items 27-1, 27-2A, 27-2B and 27-2C in accordance with contract specifications, for the fourth renewal period (July 1, 2027 through June 30, 2028) for the total price of:

Written amount: \_\_\_\_\_/yr. Numerical: \$\_\_\_\_\_/yr.

CONTRACT # 1 – SAN – 09/10/11  
- Page 2 – FORM OF PROPOSAL – BASE BID

Description: Provide replacement container as described in 3.1c and 3.2d of the specifications for the total price of :

96 Gal. \_\_\_\_\_ \$ \_\_\_\_\_

65 Gal. \_\_\_\_\_ \$ \_\_\_\_\_

It is understood that the above bid prices will be firm for a period of sixty (60) calendar days from the bid opening date and that if the undersigned be notified of acceptance of this proposal within this period, the firm shall execute a contract for the above stated compensation.

Enclosed herewith is a certified check or corporate bid bond in the amount of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_,

made payable to the Town of Chincoteague, Inc. This certified check or corporate bid bond is a Bid Guarantee equal to 5% of the above offered base period bid price, which it is understood will be forfeited in the event the Form of contract is not executed if awarded to the undersigned.

CORPORATE PRINCIPAL:

Name of Corporation: \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
(Affix Corporate Seal)

Attest: \_\_\_\_\_  
Corporate Secretary

Rachel L. Neblett  
8086 Bowden Lane  
Chincoteague, VA 23336  
(757)709 – 3440

Town of Chincoteague  
Attn: Wes Parks  
6150 Community Drive  
Chincoteague, VA 23336

RE: Installation of Street Light @ Utility Pole # 52701/76590

Dear Mr. Parks,

I am writing you today to request the installation of a street light at utility pole #52701/76590. This pole is located just past 3156 Ridge Road on the same side of the road as the residence.

I would like to have a light installed as it is extremely dark and there are no other street lights nearby. May I suggest that if and when you do take the time to look at the above location, you make the drive after dark so you may see for yourself the need for a street light.

*South 190' @ North 190'*

Thank you in advance for your consideration. Should you need anything further, please do not hesitate to contact me.

Thank you,

Rachel L. Neblett



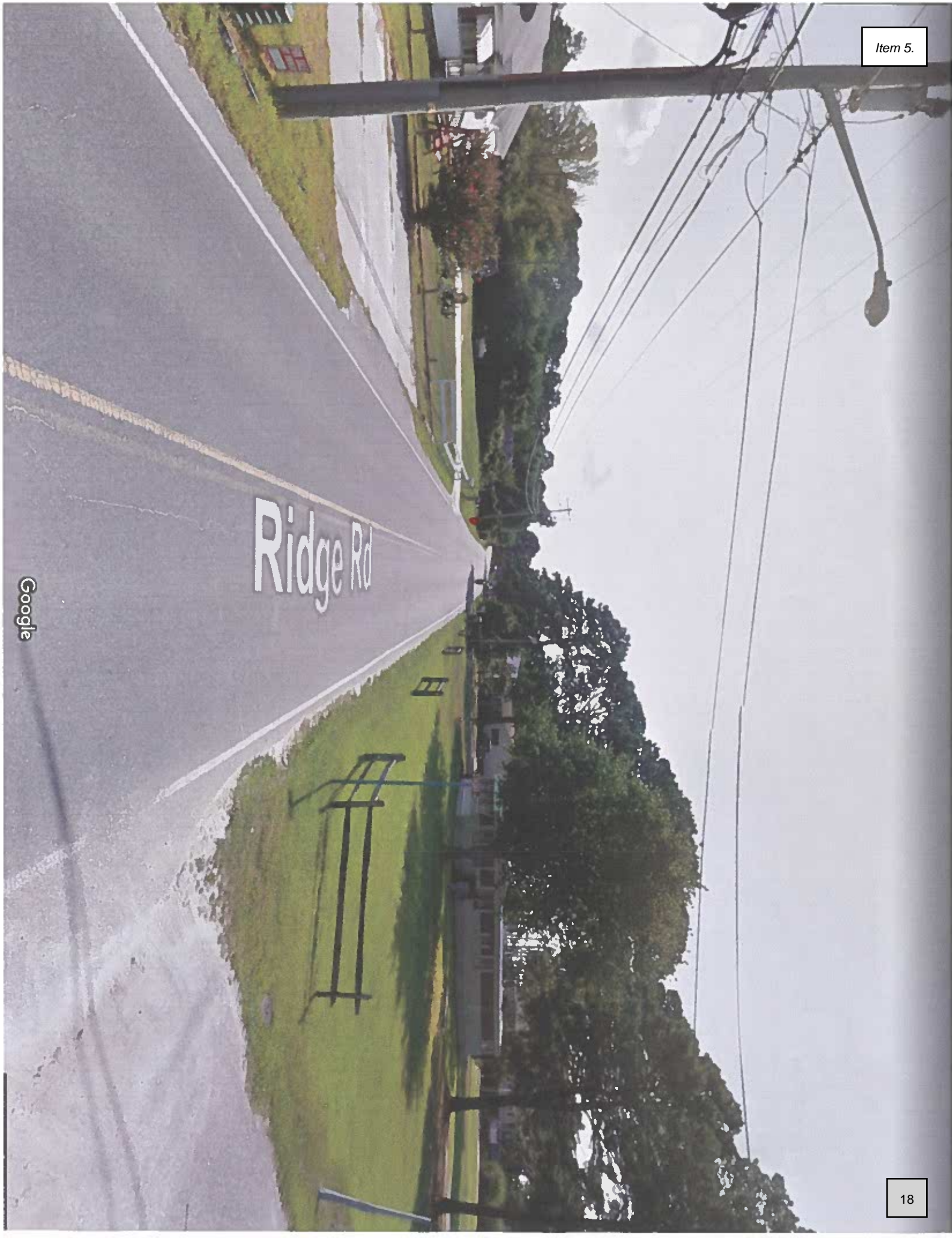
Measure distance  
Click on the map to add to your path  
Total distance: 382.91 ft (116.71 m)





Ridge Rd

Google



## STREET LIGHT INSTALLATION POLICY

**The following guidelines shall apply to the installation of street lights by the Town of Chincoteague, Inc. on roads under the jurisdictional boundaries of the Town:**

- 1) The Public Works Committee of the Chincoteague Town Council shall act on behalf of the Council to receive and consider all requests for the installation of street lights and through majority vote, grant or deny such requests. The Public Works Committee shall also consider and locate street lights as may be deemed necessary in the absence of any requests.
- 2) Requests for street lights shall be in writing. Such requests shall be considered at monthly Committee meetings.
- 3) Generally, street lights shall be installed on publicly owned streets, in accordance with the minimum requirements set forth in (5), below. Street lights may be installed on privately owned streets provided such streets serve more than one household and are publicly accessible. On privately owned streets without power poles, it shall be the responsibility of the requester(s) to provide the necessary electrical feed and poles for street lights; the Town shall provide the street lights and pay the monthly cost of such lights. The Town shall determine the placement of lights on such privately owned streets.
- 4) Developers of all subdivisions created after September 28, 1995, are required to provide the necessary electrical feed and poles for street lights and bear the expense of such, for the new subdivisions. The Town will pay the monthly cost of the subdivision street lights. Street lights shall be installed in subdivisions in accordance with the minimum requirements provided in (5), below.
- 5) The following requirements shall be observed in considering placement of street lights:
  - a) Street lights shall be installed in such locations as would best illuminate fire hydrants.
  - b) Street lights shall be installed at the intersections of streets, lanes, or other publicly accessible rights of way.
  - c) Street lights shall be installed not closer than on alternating power poles (every other pole), except as necessary to comply with the requirements of a & b, above. In the absence of existing power poles, lights and poles shall be placed not closer than 350' apart. The final location of lights or plans for such shall be approved by the Committee or their authorized representative.
  - d) In addition to the above stated minimum requirements, the Committee may consider on a case-by-case basis, the necessity of street lights to provide safety and security; e.g., a street light may be placed at the site of reoccurring vehicular accidents or repeated criminal events.