

ATTACHMENT A-SCOPE OF WORK

DEFINITIONS

Ash – the residue produced by incineration of the burnable debris. When handling ash it will be required to “wet down” the ash to prevent dust problems.

Burnable Debris – includes all biodegradable matter, such as damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; brush and other biodegradable matter, except those included in the following definitions of other categories of debris.

Claimant – a person or entity that submits a claim for a government-sponsored benefit.

Clean Vegetative Debris – trees, stumps, trunks, branches, limbs, landscaping, and other leafy material debris free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc.

Construction & Demolition (C & D) Debris – debris generated by damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, plastic, glass, fencing, fully cured asphalt, equipment, furnishings, and fixtures, generally anything other than vegetative, or Hazardous wastes debris.

Disaster Debris Management Site(s) (DDMS) – includes citizen site(s) located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

Debris Removal – the removal of debris from public right-of-way’s and other County owned property and transport to the applicable Disaster Debris Management Site(s).

Electronic Waste (E-Waste) – electronics such as computer monitors, televisions, cell phones, batteries and electronics that contain hazardous materials such as cathode ray tubes.

Emergency Debris Clearance – debris from a disaster may include a mix of different types of debris. Some of the debris types are vegetative debris piled on public right-of-way; construction and demolition materials from damaged building components; hazardous waste; white goods (appliances); soil, mud and sand deposited or removed on public property and right of-way from floods, landslides, storm surge, or sinkhole; vehicles and vessels abandoned and blocking ingress/egress in public -use areas; putrescent debris of decomposing animal carcasses; infectious waste; and Chemical, Biological, Radiological and Nuclear-contaminated. Moving these materials out of the roadway and onto the right of way is commonly referred to as the “first push”.

Hazardous Tree – incident-damaged trees to be hazardous, a tree that has been damaged by the disaster event which has a diameter of 6 inches or greater, measured at a point 4.5 feet above ground level, has a split trunk, a broken canopy, or is leaning at an angle greater than 30 degrees.

Federal Emergency Management Agency (FEMA) – the federal agency that steps in when a state of emergency is declared to respond to a disasters occurring in the U.S. that overwhelm the resources of local and state authorities.

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Debris Management Sites – any site approved by the County & State Department of Environmental Protection for debris collection and/or reduction, including DDMS and Citizen Disposal Sites.

Hand Loading – debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

Hazardous and/or Toxic Waste (HTW) – includes, but is not limited to, mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, biohazardous material, any oil or fuel not intended to be used or recycled.

Hazardous Waste – includes the following: Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW); any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Household Hazardous Waste (HHW) – hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers and includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

Incident – each disaster for which an NTP is issued.

Ineligible Debris – debris that is not reimbursable by FEMA, such as unauthorized debris from private property, state and city roads, or not generated as a result of the disaster.

Logistical Staging Area (LSA) – a County designated location for the staging of disaster recovery resources including, but not limited to, trucks, cranes, trailers, heavy equipment.

Marine Debris – any material obstructing a canal or waterway, including debris from lakes or other bodies of water.

Mileage Radius – DDMS within a radius of the mileage ranges indicated.

Mixed Debris – vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by the County.

Monitoring Contractor – the Contractor under contract with the County to provide oversight and management of disaster recovery and debris removal contractor.

Chips/Mulch – the end product of the chipping or grinding of wood products. Proper chips and mulch shall be discarded in an environmentally friendly manner and location (nonland fill disposal).

Non-Burnable Debris – non-burnable debris including, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials, and carpeting. Non-burnable debris should be recycled. Recyclable non-burnable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or contaminated soil.

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Notice to Proceed (NTP) – the official written notice from an authorized County official instructing the Contractor to proceed with disaster recovery and debris removal activities as specified.

Project Manager – the individual with the overall responsibility of directing and managing the Contractor's disaster recovery and debris removal activities.

Putrescent Debris – any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.

Right-of-way (ROW) – land for which the County has title, right of possession or use. A road and its structures and appurtenances.

Hazardous Stumps – tree stumps located on improved public property or within the ROW, IN which the root ball is 50% or more exposed but still attached to the ground roots. Any questionable stumps shall be referred to the County for determination of its disposition.

Stump remnants – tree stumps that have been grubbed from the ground and placed in the right-of-way for pick up. Tree stumps that are not attached to the ground. Tree stump remnants greater than 24 inches in circumference or length that are not attached to the ground by roots will be considered normal vegetative debris and will receive payment under the unit price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table. Pictures must be taken of all stumps being removed and dimensions.

Truck Certification – the requirement for all trucks to provide proof of the volume associated with the trucks certified capacity. The Contractor must maintain, and update notarized lists of trucks involved with the debris removal operations, including evidence of any trucks modified for increased capacity. Certified capacity of the trucks must match volume recorded on the load ticket for each truck.

White Metal Debris – debris including, but not limited to, household and industrial appliances such as refrigerators, freezers, air conditioners, stoves, dishwashers, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.

Work Sites – any location at which the Contractor is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

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ARTICLE I. EMERGENCY DEBRIS CLEARANCE (PUSH)

Section 1.01 GENERAL

- (a) Emergency Debris Clearance (Push) shall include the clearing of disaster related debris from roads and governmental complexes throughout the County.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to clear disaster-generated debris.

Section 1.02 MOBILIZATION

- (a) At the request of the County the Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized and prepared to work in the County within a period of no more than seven (7) days. Work within the County will be prioritized by the County and the Contractor. Upon receipt of a task order, the Contractor will execute the entire Debris Removal Clearance (Push) scope within three (3) calendar days following the day of the disaster or receipt of a task order, whichever is later.

Section 1.03 WORK SCHEDULE

- (a) The Contractor is to provide a schedule 48 hours in advance of the forecasted day of the disaster. This plan should include a plan for subcontracting activities, number and types of equipment and personnel and a safety plan.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of the Contractor and sub-contractors, number of trucks and equipment in use, and number of personnel working. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily statistic totals for each equipment type shall be reported separately.
- (c) The Contractor will be required to work a minimum of a twelve (12) hours per day for three (3) consecutive days or until the County releases the Contractor during the emergency debris clearance phase. The County reserves the right to extend or reduce the hours and days of operation during the contract period. The Contractor may work more than twelve (12) hours per day if desired. The Contractor shall coordinate with The County to establish the work hours and develop schedules.

Section 1.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance within three (3) calendar days following the day of the disaster or receipt of a task order, whichever is later.
- (b) The Contractor shall, with the County's direction, provide a work plan showing where operations will begin, and which streets/roads will be cleared on a daily projection. The plan

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will be updated every day of operation.

- (c) Emergency Debris Clearance (Push) Maximum allowable time for completion will be three (3) calendar days unless the County initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established by the contract.

Section 1.05 SCOPE

- (a) During the forty-eight (48) hour planning stage the County will determine what resources will be required for the Emergency Debris Clearance. The Contractor shall provide specified equipment, with operators and laborers, for debris clearance. The Contractor shall provide, at a minimum, all labor, equipment, tools, and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the following:
 - 1. Nine (9) Dump Trucks, 16-20 yd.³ capacity, with Operator;
 - 2. Nine (9) Front-end Loaders, 3-5 yd.³ capacity, with Operator;
 - 3. Nine (9) Two (2) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip., etc.); and
 - 4. Nine (9) Pickup Trucks, ½-1 Ton, with crew foreman, and cellular phones.
- (b) The Contractor shall provide the Emergency Debris Clearance crews identified above for three (3) days with the County option to extend based on the needs resulting from the disaster.
- (c) All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.
- (d) All hourly manpower rates shall include the cost of protective clothing, fringe benefits, hand tools, supervision, transportation, and any other costs.
- (e) Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.
- (f) The work shall consist of clearing (push) any and all debris from roads as directed by the County.
- (g) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meeting with the County for the duration of the work.
- (h) The Contractor shall not move from one designated work area to another designated work area without prior approval from the County.

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- (i) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- (j) When clearing debris from roads all debris shall be stacked along the edge of pavement on the shoulder of the road and not blocking driveways, side streets or utilities of any kind.

Section 1.06 DOCUMENTATION

- (a) The Contractor shall provide the County with a daily documentation report listing all equipment and crews used for debris clearance. The report shall list the location and number of hours worked for each piece of equipment and crew. Each piece of equipment and crew shall have a unique identification number.

Section 1.07 PAYMENT

- (a) Payment for work completed will be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes of a work hour will be considered unacceptable work and non-payment for one half of that hour and the number of work hours will be reduced to exclude the down time (the minimum reduction shall be one-half hour).
- (b) Payment for the clearing (push) of debris will be paid for under the hourly contract fee schedule.
- (c) There will be no payment for mobilization and demobilization.
- (d) Payment for work completed will be invoiced on a thirty (30) day basis.
- (e) All invoices must be submitted with a detailed tabular report listing all hours worked for each piece of equipment and crew. The report must meet the County's requirements for invoicing and be approved prior to the invoicing process.
- (f) Unless otherwise indicated in this scope of services, all services performed under this contract shall be paid in accordance with fee schedule line items.

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ARTICLE II. DEBRIS REMOVAL (LOAD AND HAUL)

Section 2.01 GENERAL

- (a) Debris Removal shall include the loading and hauling of eligible disaster-generated debris to an approved Disaster Debris Management (DDM) site. The Contractor shall provide all labor, equipment, machines, and tools necessary to perform debris removal. The debris shall be sorted at the load site into one of the following categories: vegetative, construction and demolition (C & D), white metal (appliances), E-waste, and/or Hazardous waste at a minimum.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to sort, load, and haul disaster-generated debris.

Section 2.02 MOBILIZATION

- (a) The Contractor shall mobilize management staff to the County within two (2) days following the day of the disaster or from receiving the task order, whichever is later.
- (b) The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within seven (7) days following the day of the disaster or from receiving the task order, whichever is later. Debris Removal Work within the County will be prioritized by the County and the Contractor.

Section 2.03 WORK SCHEDULE

- (a) The Contractor is to provide an interim schedule within two (2) days and final plans within five (5) days following the day of the disaster or from receiving the task order, whichever is later. This plan should include a plan for subcontracting activities, number of hauling units and personnel and safety action plan for all operations.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following:
 - 1. Name of the Contractor;
 - 2. Number of trucks in use;
 - 3. Number of loading equipment; and
 - 4. Number of personnel working.

This report shall include daily and cumulative up-to-date statistics on the number of truckloads, the number of cubic yards of debris hauled, the locations of completed work and the location of current work. The cumulative and daily statistic totals for each debris type shall be reported separately.

- (c) The Contractor will be required to work, at minimum, ten (10) hour days, seven (7) days a week during the first pass removal phase. The Contractor will be required to work, at minimum, ten (10) hour days, six (6) days a week during the remaining debris removal passes. The County reserve the right to extend or reduce the hours and days of operation during the

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contract period. The workday will be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if desired. The Contractor shall coordinate with the County and its representatives and DDMS contractors to establish the work hours and to develop schedules.

- (d) The project duration (completion date) will be established during the initial seven (7) day planning period following the day of the disaster.
- (e) Production rates and completion deadlines will be based on a percentage of estimated countywide debris in the County assigned geographic area per mobilized Contractor as established at the time of Notice to Proceed. The County reserves the right to adjust based on size and magnitude of event.

Section 2.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance seven (7) days following the day of the disaster or from receiving the task order, whichever is later.
- (b) The Contractor shall, with the County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 3, 7, & 14-day projection. The plan shall be updated every two (2) days.
- (c) Maximum allowable time for completion will be one hundred twenty (120) calendar days unless the County initiates additions or deletions to the Contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established by the Contract.

Section 2.05 SCOPE

- (a) Work within the County will be prioritized by the County and the Contractor. The Contractor shall be prepared to respond within the framework of the established schedule to priorities as they are established by the County.
- (b) Many Government agencies may be working in the area; however, the County Debris Manager will coordinate and direct the operations to remove the County's Debris.
- (c) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily meetings with the County for the duration of the work.
- (d) The Contractor shall provide the County with an updated list of all subcontractors including phone numbers of contact personnel.
- (e) Prior to the County assigning work, the Contractor shall provide the County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor. That contract shall require the subcontractor to comply with all applicable local, state, and federal requirements and shall specifically include a section that sets forth the requirements of 2 Code of Federal Regulations 200.321.

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- (f) The Contractor shall provide weekly public notices of the debris removal schedule. The Contractor shall advertise these notices in the Sunday editions of two (2) local major newspapers and shall be of sufficient size to be easily seen by readers. The Contractor shall also advertise these notices on two (2) local major radio stations, which have markets in the County. The radio announcements shall be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. All public notices must be approved by the County prior to release. The notices shall contain a description of the work, how debris should be placed on the right of way, what is eligible debris, and the schedule for removal.
- (g) The Contractor shall provide all labor, equipment, machines, and tools necessary to load and haul eligible disaster-generated debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within eight (8) hours or replaced with similar equipment within one (1) day. The County prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout the County.
- (h) The work shall consist of clearing, removing, and transporting any, and all County designated debris, primarily from the public Right-of-Way (ROW) of streets and roads, or privately owned residential property as required to secure the public safety and as directed by the County. This includes the removal of damaged sidewalks and other damaged improvements from the public ROW, exclusive of turf replacement. Areas from which damaged sidewalks and other damaged improvements are removed by the Contractor shall be brought back to grade. Work will include 1) examining debris to determine whether the debris is eligible vegetative, construction and demolition, or other debris as defined in the "Definition Section", 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this Contract unless directed by the County to do so. Mixed loading of debris shall be kept to a minimum.
- (i) Debris removal shall include all eligible disaster related debris found in the ROW within the area designated by the County as well as any other areas identified by the County. The Contractor shall make as many passes through the designated areas as required by the County. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this Contract without the approval of the County.
- (j) The Contractor shall furnish all labor, materials, and equipment for the removal of hazardous trees that originate from within the ROW and those which extend into the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.
- (k) The Contractor shall furnish all labor, materials and equipment to accomplish the demolition and removal of condemned structures and buildings that pose a threat to public safety.
- (l) The Contractor shall provide all permits and services necessary for the containment, clean up,

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removal, transport, storage, testing, treatment and/or disposal of hazardous waste and industrial materials, including white goods, E-Waste, putrescent debris, and mixed debris, resulting from the event.

- (m) The Contractor shall furnish all labor, materials and equipment for the removal of sand, earthen and foreign materials from roads, streets, bridges, and rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures; screening sand and returning clean sand to beaches or other designated sites.
- (n) The Contractor shall furnish all labor, materials and equipment to accomplish the cleaning and opening of enclosed drainage systems including, but not limited to, canals, ditches, retention ponds and streams.
- (o) The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this Contract for private work during the working hours designated under this Contract. Also, the Contractor's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this Contract.
- (p) All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this Contract without the approval of the County.
- (q) The Contractor shall return areas throughout the County, where debris removal is accomplished and there is damage due to the Contractor's operations or negligence, to their original condition. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair or restore to the satisfaction of the County all damage to existing grade, pavement, road shoulders, sidewalks, curbs, drainage structures or any other infrastructure, trees, shrubs, grassed area, etc. including, but not limited to, retention ponds, canals and ditches caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, infrastructures, vegetation etc. on or adjacent to the area of work. The Contractors shall repair or replace with like materials all damaged mailboxes on the same day in which the damage occurred. The Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving said claim; information such as method of repair and timeline for completion shall be discussed. The Contractor shall provide the County with a weekly report outlining the status of all damage concerns.
- (r) As identified and directed by the County, the Contractor shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles and other areas that pose an imminent and significant threat to public health and safety.
- (s) Disaster-related debris shall be separated at the load sites into clean vegetative, construction and demolition, white metal, E-waste, Hazardous waste, mixed and ineligible debris. Hauling of mixed loads will require approval from the County prior to loading. Ineligible debris shall be left in place, except those items directed by the County.
- (t) All stump remnants, which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The Contractor shall remove all disengaged stump

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remnants from the assigned load site area before moving to another work area unless approved by the County.

- (u) At the request of the County, the Contractor shall remove Hazardous stumps that are in the ground. The Contractor shall provide all labor, equipment, and materials to remove and dispose of the assigned stumps. This line item will only be used when it is necessary to grub or dig the stump from the ground. The Contractor will be required to trim all roots flush with the ground, fill all stump holes and re-sod the area, if necessary, after removal. The Contractor shall provide a lump stump price to remove, load, haul, restore the site, and final disposal.
- (v) The Contractor shall fill all holes created by the removal of hazardous stumps with clean compatible fill dirt, approved by the County or its representative.
- (w) The Contractor, when directed by the County, shall screen soil to remove Eligible Debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the County. Eligible debris removed from the soil shall be collected, hauled and processed at the DDM site(s).
- (x) The Contractor shall ensure all assigned/eligible debris is removed from the Load Site before moving to other Load Sites. During the debris removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from the pavement.
- (y) The Contractor shall not move from one designated work area to another work area prior to receiving authorization from the County.
- (z) The Contractor shall provide sufficient field supervision for all assigned activities. The Contractor shall provide a minimum of three (3) field supervisors at all times. For each additional 200,000 CY of disaster related debris an additional three (3) field supervisors shall be supplied.
- (aa) The Contractor shall provide at least one (1) multi-lingual speaking field supervisor if non-English-speaking personnel are employed to remove disaster-related debris. The Contractor must have a means to communicate with all their workers.
- (bb) The Contractor shall remove from service all unsafe, malfunctioning and or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected soil and pavement.
- (cc) After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted on the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DDM/dump sites. This shall include tarps and other mechanical means to ensure no loss of debris. All equipment that is hauling debris to the DDMS shall be capable of self-dumping or removing its load without assistance from other equipment.
- (dd) The Contractor is responsible for coordinating with the County and its representatives the

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loading and hauling of all eligible disaster related debris to the DDM/dump sites.

- (ee) Any material classed as Hazardous or Toxic Waste shall be reported immediately to the County.
- (ff) The Contractor shall remove White Metal Debris by hauling it separately from other debris types. The Contractor shall recycle all eligible white metal debris including but not limited to refrigerators, freezers, and air conditioners in accordance with all federal, state, and local rules, regulations, and laws. The Contractor shall take precautions to prevent damage to items containing Freon and various oils and fluids to prevent release of gases and fluids into the environment.
- (gg) The Contractor shall remove and recycle or dispose of all Eligible E-Waste items from the ROW to a County designated E-Waste facility in accordance with all rules and regulations of local, state, and federal regulatory agencies. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the County.
- (hh) The Contractor shall remove, transport, and lawfully dispose of putrescent debris consisting of dead animal carcasses or other fleshy organic material from the ROW to a County designated final disposal site. Contractor shall coordinate activities with the County.
- (ii) Inoperable automobiles, trucks, trailers, boats, and boat trailers that obstruct or impede debris removal shall be removed by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to items. Items shall be stored as directed by the County. The Contractor is to notify the County and receive approval prior to removal of any personal property.
- (jj) Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications materials are not eligible debris and shall be reported to the County.
- (kk) The Contractor is to notify the County of any situation which poses a health or safety risk to workers on site.
- (ll) The Contractor should also have at least two "special assignment response crews" available to respond to urgent requirements as directed by the County within the time frame specified. A Special Assignment Response crew shall consist of all trucks, trailers, mechanical loading equipment, flagmen, and other safety personnel as needed for a single location or single operation. Crews shall report on the schedule established above with all personnel and equipment necessary to begin work immediately upon truck certification. The County reserves the right to assign crews to locations based on need and type of equipment.

A crew shall consist of, at a minimum:

1. A loader (front end, skid steer, bobcat) and at least two (2) trucks or trailers with at least 20 cu. yd. capacity;
2. At least two (2) self-loading trucks with at least 20 cu. yd. capacity;

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3. A single self-loading truck with at least 40 cu. yd. capacity;
4. An equivalent combination of equipment suggested by the Contractor, subject to approval of the County; and
5. Flagmen and other safety personnel as needed for a single location or single operation.

Section 2.06 MEASUREMENT

- (a) Measurement for debris removed will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by the County or the County's designated Monitoring Contractor. Load measurements will be documented on Load Tickets. Haul miles will be based on radiuses from assigned DDMS to load zone. If the radius line crosses a portion of a zone the entire zone will be assigned the shortest distance to the DDMS. The mileage measurements will not be based on actual driving distances.

Section 2.07 PAYMENT

- (a) Payment for the removal of vegetative debris to include all costs associated with loading, hauling, and dumping will be paid for under the contract bid item for Vegetative Debris. This shall include all stump remnants that do not require grubbing from the ground.
- (b) Payment for the removal of construction and demolition debris and white metal debris is to include all costs associated with loading, hauling and dumping and will be paid for under the contract bid item for Construction and Demolition Debris.
- (c) Payment for the removal of stumps (stumps that require grubbing and backfilling) to include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal will be paid for under the contract bid item for Hazardous Stumps.
- (d) There will be no payment for mobilization and demobilization.
- (e) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (f) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (g) Invoices shall be itemized by pay item and include the date range of completed work. Invoices shall be accompanied by a spreadsheet with a detailed tabular report itemizing all individual load tickets for the invoice date range, inclusive of the following information:
 1. Ticket Number;
 2. Contractor's Name;
 3. Crew Number;
 4. Truck Number;
 5. Date;
 6. Debris Removal (Pickup) Location;
 7. DDM or Disposal Site Location;

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8. DDM or Disposal Arrival Time;
9. Debris Classification; and
10. Debris Quantity.

The report must meet the County's requirements for invoicing and be approved prior to the invoicing process.

Section 2.08 CLAIMS RESOLUTION

- (a) The Contractor shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County designated representative. All claims shall be resolved by the Contractor within thirty (30) calendar days after submission. However, if the Contractor has the capability to provide this information to the County electronically, the County will review this process and determine if it's acceptable.
- (b) The Contractor shall submit all resolved claims to the County's designated representative. The Contractor shall attest to the following:
 1. To the Best of the Contractor's knowledge, all data offered by the claimant shall support that the claim is accurate and complete.
 2. The claims amount accurately reflects the claimant's actual incurred costs.
 3. All records and claims of records shall be put into a spread sheet and submitted every thirty (30) days, which shall include all paid and outstanding claims and if any claim is over thirty (30) days, a reason for its delay.
 4. No claims will be paid unless a valid claim was submitted to the County's designated representative.

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ARTICLE III. DISASTER DEBRIS MANAGEMENT SITE MANAGEMENT FOR DEBRIS REDUCTION

Section 3.01 GENERAL

- (a) The Contractor shall establish, manage, and operate the approved County Government Disaster Debris Management (DDM) sites located at various locations within the County, to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to accept, process, reduce, incinerate, sort, and dispose of disaster related debris. The debris to be processed will consist primarily of vegetative debris, with variable amounts of construction and demolition debris, white metal debris, and Hazardous debris included that require sorting. The construction and demolition (C & D) debris will require additional sorting and processing. Debris accepted at the DDM sites will require segregation into various categories. Final haul out of processed disaster related debris may be required.
- (c) Upon request from the County, the Contractor shall be responsible for management, staff augmentation and support capabilities including, but not limited to consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, deployable personnel, and major end items and Development and Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, food, and lodging.
- (d) Reduction of vegetative debris shall be through air-curtain incineration or chipping/grinding. Reduction by chipping or grinding must be at the same pay rate as incineration.

Section 3.02 MOBILIZATION

- (a) The Contractor shall mobilize management staff to the County within two (2) days following the day of the disaster.
- (b) The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris collection and reduction operations within seven (7) days following the days of the disaster. DDM Site Management Work within the County will be prioritized by the County. Upon receipt of a task order, the Contractor will execute reduction within seven (7) calendar days of when the debris was hauled into the DDM site.

Section 3.03 WORK SCHEDULE

- (a) The Contractor is to provide an interim schedule within forty-eight (48) hours and final plan within five (5) days following the day of the disaster. This plan should include a plan for subcontracting activities and a safety action plan for all operations.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include, at a minimum, the following: name of the Contractor, contract number, number of processing

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equipment, and personnel working. The report should include daily and cumulative reduction rate estimates to date. The cumulative and daily statistic totals for each debris type shall be reported separately.

(c) The required schedule for the debris removal contractor is as follows:

1. The Contractor will be required to work, at a minimum, ten (10) hour days, seven (7) days a week during the first pass removal phase. The Contractor will be required to work, at a minimum, ten (10) hour days, six (6) days a week during the remaining debris removal passes; the County reserves the right to extend or reduce the hours and days of operation during the contract period. The workday shall be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if desired.
2. The Contractor shall coordinate with the County and its representatives and debris removal contractors to establish the work hours and to develop schedules.

Section 3.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance on [DATE] (TO BE DETERMINED AFTER THE DISASTER).
- (b) The Contractor is required to process a minimum of [RATE] cubic yards of debris per calendar day, to be determined after the disaster. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after the first load of debris is accepted into the DDM site for processing. This minimum production rate is increased to [**INCREASED RATE**], to be determined after the disaster, if the County exercises the option for additional reduction capacity. Liquidated damages shall be assessed at \$1,000 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site. The production rates for reduction will be determined during the initial planning stage following the days of the disaster.
- (c) All work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving notice from the County that the last load of debris has been delivered, unless the County initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established above.

Section 3.05 SCOPE

- (a) The Contractor will establish lined temporary storage areas for ash, Hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater, the Contractor shall set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by the County.
- (b) The Contractor shall be responsible for establishing site layout.

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- (c) The Contractor will be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DDM site.
- (d) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with the County for the duration of the work.
- (e) The Contractor shall provide the County with an updated list of all subcontractors including phone numbers of contact personnel.
- (f) Prior to the County assigning work, the Contractors shall provide the County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- (g) The Contractor will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures.
- (h) The Contractor shall manage the site to accept debris collected under other contracts if authorized by the County. The Contractor shall direct traffic entering and leaving the site and shall direct dumping operations at the site.
- (i) The Contractor shall be responsible for sorting and stockpiling the debris at the site. Debris shall be segregated into 1) burnable/grindable vegetative debris, 2) non-burnable/non-grindable mixed debris, 3) Hazardous and toxic waste, 4) construction and demolition (C & D) debris, 5) white metal, 6) E-Waste, and 7) ash residue, at a minimum. Further segregation of C & D debris, such as recyclable material or durable goods may be necessary.
- (j) The Contractor shall take precautions while handling Hazardous Waste and White Metal Debris to prevent release of gases and fluids such as Freon, various oils, and fluids into the environment.
- (k) Upon completion of the debris reduction process, the Contractor will clear the site of all debris and restore the site to the satisfaction of the County.
- (l) At the request of the County, the Contractor shall provide qualified and certified Freon Recovery and Hazardous waste crews to process debris. The Contractor shall remove and recover Freon from any white goods at the DDM site(s) or final disposition site in accordance with all federal, state, and local rules, regulations, and laws.
- (m) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- (n) The Contractor will be responsible for repairing all damages as a result of negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, grass, etc. and areas caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures and

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vegetation on or adjacent to the area of work.

- (o) The Contractor shall process (grind or burn) all stumps and large logs that have been hauled to the DDM site. The price for processing the stumps and logs will be included in the overall price for processing vegetative debris.
- (p) The Contractor shall ensure all debris is processed and hauled from the DDM sites before moving to other sites without the approval from the County.
- (q) The Contractor shall provide sufficient site supervision of all assigned activities. The contractor shall provide at least one (1) supervisor at every DDM site.
- (r) The Contractor shall provide at least one (1) bilingual speaking field supervisor or employee at each site if non-English speaking personnel are employed to perform work under this contract. The Contractor must have a means to communicate with all workers and haulers.
- (s) The Contractor shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected soil and pavement.

Section 3.06 SITE PLAN AND MANAGEMENT

- (a) DDMS identified by the County may range from year to year. For this reason, the Contractor shall visit the County identified DDMS no later than the month of May of each contract year to fully gauge all conditions that may impact contract performance. The Contractor may propose their own sites subject to County approval and at no cost to the County.
- (b) The Contractor shall annually update and maintain a list of privately owned sites suitable for DDM site operations. The list shall include the following data at a minimum: Physical address of potential sites, owners name and contact information, size in acres of the site, and current land use of the property. The sites shall be ranked by the Contractor based on the following criteria: location of site, proximity of site to residence, ingress/egress, staging impacts, internal roadways, perimeter controls, and available space. The Contractor shall evaluate the top three ranked sites on the list for the presence of wetlands and/or endangered and threatened species and provide written reports of the findings of the studies. The Contractor shall provide an annual update on or before June 1st. Private land agreements will not be permitted without prior approval from the County.
- (c) The Contractor shall provide a site operation plan for review and approval by the County prior to beginning work. At a minimum, the plan shall address the following:
 - 1. Access to site;
 - 2. Site management, to include point-of-contact, organization chart, etc.;
 - 3. Traffic control procedures;
 - 4. Site security;
 - 5. Site safety;
 - 6. Site layout/segregation plan;
 - 7. Hazardous Waste materials plan; and

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8. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.

- (d) The Contractor shall be responsible for preparation and layout of the site(s); management, maintenance and operation of the DDMS, including but not limited to, the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities service, lighting, and HTW containment areas, fire protection, permits, environmental monitoring, and safety measures; loading reduced/stored and initiating load tickets for final disposition; and closure and remediation of the DDMS.
- (e) Tire removal and disposal will be completed by the County.
- (f) The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers. The Contractor shall construct and maintain an all-weather road for access to the DDMS and other debris collection sites. The County's responsibility for any road maintenance and support ends at the right-of-way line. The Contractor shall provide utility clearances and sanitation facilities. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the County.
- (g) The Contractor shall equip each DDMS with portable toilets with hand washing accessories, a working office trailer and a debris inspection/observation tower. The County must inspect and approve prior to opening of each site.
- (h) All DDMS and other debris collection sites shall be maintained in full accordance with all applicable federal, state, and local laws, ordinances, regulations, and standards. The Contractor shall segregate operations within each site.
- (i) The Contractor shall be responsible for installing site security measures and maintaining security at the site.
- (j) The Contractor shall manage the site to minimize the risk of fire.
- (k) The Contractor shall provide a minimum of one (1) spotter at each debris type dumping/staging location within the DDM sites to ensure the debris is staged in the proper location. The Contractor shall remove all contaminants and Hazardous waste from debris dumped at the DDM /dump sites and store it in the appropriate locations.

The Contractor shall be responsible for the storage, removal, and containment of ash from all burning operations. The containment area will be "wetted down" periodically under this contract to prevent particles from becoming airborne.

- (l) Only equipment used for the purpose of managing and processing the debris may stay overnight in the DDM sites without the approval of the County.
- (m) The Contractor shall designate a location within each DDM site for equipment repairs. The

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Contractor shall not repair equipment outside of the designated equipment repair location without the approval of the County.

- (n) The Contractor shall remediate to pre-existing conditions the entire DDM sites without additional cost to the County.
- (o) The Contractor shall install and maintain inspection tower(s) for load inspection in accordance with FEMA requirements. Tower(s) shall comply with all applicable county building codes and OSHA standards for Health & Safety. The Contractor shall construct at least one inspection tower at each DDM/dump site. The County may require additional inspection towers to improve traffic flow through the DDM sites, at no additional cost to the County. At a minimum the tower(s) shall be constructed so that inspectors are capable of looking into every truck all the way to the bottom.
- (p) The Contractor shall be responsible for the closure of the debris site within thirty (30) calendar days of receiving the last load of disaster related debris and notice by the County, the Contractor shall cease debris collection activities and remove all Contractor equipment and temporary structures and dispose of all residual debris from the DDM sites at an approved, final disposition site. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), grading the site, providing environmental remediation and restoring the site to pre-work conditions. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure and ash shall be disposed of at a designated and authorized landfill or recycling facility from the DDM site(s). The County reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill as approved by the County. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the restoration, reclamation, and remediation of the DDM site(s) to its original state in accordance with all state and local requirements. Final payment of retainage will not be released to the Contractor until all debris sites have been closed and remediated. The Contractor shall receive approval from the County as to the final acceptance of a site closure.

Section 3.07 DEBRIS REDUCTION

During the initial planning stage following a disaster, the County will make a determination as to the type of reduction method that will be used for vegetative debris at each DDM site.

The following four (4) methods may be selected for the reduction of vegetative debris:

- (a) Below-Grade Air-Curtain Pit Burning;
- (b) Above-Grade Air-Curtain Pit Burning;
- (c) Portable Air-Curtain Pit Burning; and/or
- (d) Chipping/Grinding.

Section 3.08 AIR-CURTAIN PIT BURNING

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One of the following two methods of burning (“a” or “b”) can be used based on the water table. The selected method must be approved by the County.

(a) [ABOVE-GRADE PIT; HIGH WATER TABLE]

The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a “curtain effect” to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth, and length to compliment the blower.

(b) [BELOW-GRADE PIT: LOW WATER TABLE]

The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a “curtain effect” to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth, and length to compliment the blower.

- 1) Minimum required velocity measured at the nozzle is 8,800 ft/min (100 mph). Minimum airflow rate measure at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a 20 foot long pit would require a blower with a nozzle velocity of 8,800 ft/min and a nozzle output rate of 18,000 cfm. This example is intended for explanation purposes only and does not imply a recommended pit length for actual operations.)
- 2) The pit should be a maximum of 8 feet wide and should be from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
- 3) The pits must be constructed out of a highly compactable material that will hold its shape and support the weight of the loading equipment. There shall be an impervious layer of clay, coquina rock or limestone on the bottom of the pit to provide a barrier for ground water protection. This layer shall be a minimum of one foot thick and be repaired as necessary after each ash removal operation.
- 4) There is to be a minimum distance of 100 feet between the burn area and the nearest debris piles. There is to be a minimum distance of 1000 feet between the burn area and the nearest building. Contractors are responsible for assuring that the public and workers are kept a safe distance from the burn site.
- 5) The burn will be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
- 6) The burn pits must be made of clay, coquina rock, limestone or other highly compactable material and be capable of supporting the wheel weight of the loading equipment. There should be an impervious layer of clay, coquina rock or limestone on the bottom of the pit to attempt to seal the ash from the aquifer. This impervious layer should be at least one (1) foot thick and should be repaired or replaced if scraped by bulldozers, excavators, or other equipment.

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- 7) The ends of the pits must be sealed with dirt, ash, or other material to a minimum height of four (4) feet.
- 8) A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six inches from the edge of the pit.
- 9) There should be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
- 10) No Hazardous or contaminated-ignitable material is to be dumped into the pit.
- 11) The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
- 12) The length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
- 13) The Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.
- 14) Emissions must meet state and federal standards for burning operations.
- 15) The Contractor shall be responsible for dust control while handling ash materials.
- 16) The Contractor shall apply for and obtain all federal, state, and local permits for burning.

Section 3.09 PORTABLE AIR CURTAIN INCINERATORS

- (a) Portable incinerators use the same principles as air-curtain pit systems. The primary difference being portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to compliment the blower system. The composition and operation of the portable air-curtain pit incinerator(s) shall conform generally to the drawings in Figures 1 - 4 of this scope of work.
- (b) Minimum required air velocity measured at the nozzle is 8,800 ft/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length (As an example, a 20 feet long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm. This example is intended for explanation purposes only and does not imply a recommended pit length for actual operations.)
- (c) There is to be a minimum distance of 100 feet between the portable incinerators and the nearest debris piles. There is to be a minimum distance of 1000 feet between the portable incinerator and the nearest building. Contractors are responsible for assuring that the public and workers are kept a safe distance from the incinerators.

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- (d) The burn will be extinguished at least two hours before removal of the ash.
- (e) There should be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
- (f) No Hazardous or contained-ignitable material is to be dumped into the pit.
- (g) The Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.
- (h) Emissions must meet state and federal standards for burning operations.
- (i) The Contractor shall be responsible for dust control while handling ash materials.
- (j) The Contractor shall apply for and obtain all federal, state, and local permits for burning.

Section 3.10 CHIPPING AND GRINDING

- (a) The average chip size produced will be dependent on the needs of the end user, but typically should not exceed 3-inches in length and ½ inch in diameter.
- (b) Contaminants will not be permitted for the chips or mulch to be acceptable. Plastics, metals, pressure treated lumber, and other non-vegetative debris should be eliminated completely. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, feeding the chipper/grinders. Hand laborers must be utilized to pullout contaminates prior to feeding the chipper/grinders. The more numerous the contaminants, the more numerous the laborers. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- (c) Chips/mulch should be stored in piles no higher than 12 feet and meet all state and local laws.

Section 3.11 DISPOSAL OF REDUCED DEBRIS

- (a) When the County requires chipping/grinding and/or burning as a method of debris reduction, the Contractor shall acceptably dispose of the chips and mulch, at no additional cost to the County. For disposal, the chips, mulch, or ash shall be put to some beneficial use, as approved by the County.
- (b) Ash Disposal – Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of at a designated and authorized landfill or recycling facility from the DDMS.

Section 3.12 MEASUREMENTS

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- (a) Measurement for final haul out of all processed debris and residue will be by the ton if certified scales are available at the disposal site or by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by the County or designated Monitoring Contractor. Load measurements will be documented on Load Tickets and daily log sheets.
- (b) All efforts required in mobilization, site set-up, site maintenance, site close-out, remediation and demobilization shall be considered as a total job and included in the unit cost for managing DDM sites.

Section 3.13 PAYMENT

- (a) Payment for all debris sorted, segregated, processed, and reduced will be made at the unit price per cubic yard.
- (b) Payment for managing and operating the debris sites, furnishing material, labor, tools, and equipment necessary to sort, process, reduce, and load debris, and providing for traffic control, dust, control, erosion control, inspection tower, lighting, ash containment, fire protection, permits, toilet facilities, site road management and safety measures, are all incorporated in the bidder's unit price for managing debris.
- (c) Haul miles will be based on the shortest route from the DDM site to disposal location.
- (d) Payment for hauling processed debris from the DDM site(s) to the final disposal site will be by the ton or cubic yard as determined by the County.
- (e) There will be no payment for mobilization and demobilization.
- (f) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (g) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (h) All invoices must be submitted with a detailed tabular report listing all individual load tickets. The report must meet the County's requirements for invoicing and be approved prior to the invoicing process.
- (i) Payment for site preparation and site closure will be included in the unit cost for processing debris.

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ARTICLE IV. TREE AND LIMB REMOVAL

Section 4.01 GENERAL

- (a) Tree and Limb Removal work shall include the removal and disposal of Hazardous leaning trees and hanging limbs in public right of ways and/or on private property at the direction of the County or designated Monitoring Contractor.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools and equipment necessary to safely perform tree and limb removal work.
- (c) All work will be paid for in unit cost as defined.

Section 4.02 MOBILIZATION

- (a) The Contractor shall mobilize personnel and equipment within five (5) business days of receiving a notice to proceed task order.
- (b) Upon receipt of the task order, the Contractor shall execute the entire scope within ninety (90) calendar days. The Contractor and the County shall jointly agree upon the completion date prior to issuance of the task order.

Section 4.03 WORK SCHEDULE

- (a) The Contractor shall provide a schedule prior to the start date outlining the work.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of Contractor, contract number, number of crews in use, number of trees and/or limbs removed, and the number of personnel working.
- (c) The Contractor will be required to work, at a minimum, ten (10) hour days, six (6) days a week. The County reserves the right to extend the days of operation to seven (7) days a week or shorten it to eight (8) hour days, five (5) days a week. The workday shall be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if desired. The Contractor shall coordinate with the County and its representatives to establish the work hours and to develop schedules.

Section 4.04 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance on [DATE] (to be determined after the disaster).
- (b) The Contractor shall, with the County's direction, provide a work plan shown where operations will begin and which streets/roads will be cleared on a 2-, 7-, and 14-day projection. The plan will be updated every two (2) days.
- (c) Maximum allowable time for completion will be ninety (90) calendar days unless the County initiates additions or deletions to the contract by written change orders. Subsequent changes

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in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established by the contract.

Section 4.05 SCOPE

- (a) The Contractor shall conduct the work so as not to interfere with the response and recovery activities of state and local governments, or of public utilities.
- (b) The Contractor shall provide sufficient site supervision of all assigned activities.
- (c) The Contractor shall provide at least one bilingual speaking field supervisor or employee at each site if non-English speaking personnel are employed to perform work under this contract. The Contractor must have a means to communicate with all workers and haulers.
- (d) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with the County for the duration of the work.
- (e) The Contractor shall provide the County with an updated list of all subcontractors including phone numbers of contact personnel.
- (f) Prior to the County assigning work, the Contractors shall provide the County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- (g) The work shall consist of the removal of Hazardous leaning trees or hanging limbs.
- (h) The removal of broken limbs and branches that pose an immediate threat are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property. Limbs should be cut at the break or closest main branch junction.
- (i) The Contractor may be required to remove trees and limbs that have fallen on homes or are threatening to fall on homes because of a disaster.
- (j) The Contractor shall not move from one designated area to another designated work area prior to receiving authorization from the County.
- (k) The Contractor shall not enter onto private property during performance of this contract prior to receipt of an executed right-of-way entry agreement, which will be obtained by the County.
- (l) All Hazardous trees shall be cut flush to the ground except for leaning trees which cross into the right of way. Hazardous leaning trees which cross into the right of way shall be cut at the right of way line.

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- (m) All limbs shall be removed following proper procedures to avoid damage to the tree.
- (n) All trees and limbs shall be disposed of at the County approved site.
- (o) The Contractor shall use only rubber-tired equipment in the performance of removing tree limbs.
- (p) The Contractor shall take all necessary precaution to protect motorists, pedestrians, public and private property, and all utilities.

Section 4.06 MEASUREMENTS

- (a) Measurement of diameters for tree removal will be determined at four and one half (4-1/2) feet above the ground except for leaning trees cut at the right of way line. Measurement for leaning trees cut at the right of way line will be determined at the point of the cut.
- (b) Measurement for limb removal will be determined at the limbs point of breakage.

Section 4.07 PAYMENT

- (a) Payment for all trees removed will be made at the unit price per tree based on the contract bid price as specified in the bidding schedule.
- (b) Payment for all limbs determined eligible will be made at the unit price per tree limb based on the contract bid price as specified in the bidding schedule.
- (c) Payment for managing and operating the work sites, furnishing material, labor, tools, and equipment necessary to remove and dispose of trees and limbs, and providing for traffic control and safety measures, are all incorporated in the bidder's unit price.
- (d) There will be no payment for mobilization and demobilization.
- (e) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (f) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (g) All invoices must be submitted with a detailed tabular report listing all Hazardous individual tree and limb removal locations. The report must meet the County's requirements for invoicing and be approved prior to the invoicing process.

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ARTICLE V. GENERAL REQUIREMENTS

Section 5.01 REPORTING, DOCUMENTATION MANAGEMENT AND SUPPORT

(a) The Contractor(s) shall coordinate with the Monitoring Contractor to complete and submit daily reports to the County by close of business each day for the term of the contract to detail the progress of the debris removal and disposal program. Each report shall contain, at a minimum, the following information:

- 1) Contractor's Name;
- 2) Report Date;
- 3) Location of completed work (street names and address blocks);
- 4) Contractor's name performing work at each location;
- 5) Location of work for next day;
- 6) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance);
- 7) List of roads that were cleared (Emergency Clearance);
- 8) Number of crews (including number of trucks and loading equipment);
- 9) Number of passes performed at each location;
- 10) Daily and cumulative totals of debris removed, by category;
- 11) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s);
- 12) Itemized Load Ticket Information;
- 13) Daily estimate of Hazardous waste debris segregated, and cumulative amount of Hazardous waste placed in the designated holding area;
- 14) Number of Hazardous trees and hanging limbs removed; and
- 15) Any problems encountered or anticipated.

Discrepancies between the daily report and the corresponding load tickets shall be reconciled no later than 5:00 P.M. the following workday.

- (b) The Contractor shall assist the County in preparation of FEMA and state reports for reimbursement, including training of Agency/Department employees and review of documentation prior to submittal.
- (c) The Contractor shall work closely with State Emergency Management, FEMA, and all other applicable agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements to maximize reimbursement eligibility.
- (d) Complete and submit County provided disposal tickets, field inspection reports, and other data sufficient to provide substantiation for FEMA, state, and all other applicable agencies reimbursement.

Section 5.02 DUMP SITES (DDM Sites)

- (a) The Contractor shall use only debris dumpsites designated by the County, unless otherwise approved by the County. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for

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construction and demolition. The Contractor shall haul Hazardous waste debris to the site designated for Hazardous waste.

- (b) The dumpsite operator/contractor will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator/contractor to facilitate effective dumping operations.
- (c) The County makes no representations regarding the turn-around time at the dumpsites.
- (d) The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.
- (e) The Contractor is not permitted to store equipment or trucks on public property without the approval of the County.
- (f) There shall be no overnight parking or camping on public property without the approval of the County.

Section 5.03 OTHER CONTRACTS AND PRIVATE WORK

- (a) Other contracts may be issued for the purpose of removing disaster related debris within the County.
- (b) The County reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.
- (c) The Contractor and any subcontractors shall be prohibited from performing private work in the County while actively engaged in delivering services under this contract, nor shall they perform work for private citizens after normal operational hours during the course of their work under this contract. Exceptions are any existing private work contracts the Prime Contractor or subcontractor may already have in place at the time of Notice to Proceed, which shall be provided to the County for validation.

Section 5.04 EQUIPMENT

- (a) The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.
- (b) Prior to commencing debris reduction and disposal operations, the Contractor shall present to the County, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incineration, loading, and hauling, stating brand name, model, and horsepower, (including all air-curtain incinerators).
- (c) All trucks and other equipment used in the performance of this contract shall be in good operating condition and must follow all applicable federal, state, and local laws, rules, ordinances, regulations, and standards. All equipment including, but not limited to, grinding equipment, generators, light towers, etc. shall be equipped with properly functioning and

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accurate hour meters.

- (d) Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.
 - (e) Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches.
- (f) Damaged sideboards must be repaired prior to arriving at the dumpsite.
- (g) All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit, rubber bungee cords will not be permitted. Trucks and trailers with a broken or missing tailgate shall be taken out of service until the accurate tailgate for the piece of equipment is installed.
- (h) The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The County reserves the right to refuse equipment that is determined unsafe or inadequate.
- (i) All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract.
- (j) Prior to commencing debris removal operations, the Contractor shall present to the County all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimension of the hauler's container and rounded down to the nearest whole cubic yard.
- (k) Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.
- (l) Trucks and trailers designated for use under his contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractor's name, individual and unique identification number, and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract. Prior to installing placard on truck or trailer a picture of the driver holding the placard standing in front of truck or trailer shall be taken and a copy of such shall be provided to the driver to keep with him in the truck.
- (m) Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber-tired

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equipment must be approved by the County.

- (n) Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the County.
- (o) Trailer type haulers shall be equipped with either tandem axles and/or dual tires; a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
- (p) Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

Section 5.05 LOAD TICKETS

- (a) In conjunction with the debris monitoring contractor, load tickets will be used for recording volumes of debris removal. The debris monitoring contractor shall provide an automated debris management ticketing system (ADMS) and accounting process for debris management projects.
- (b) A five (5) part Load Ticket will be used for recording volumes of debris removed and processed.
- (c) Each ticket shall contain the following minimum information per FEMA requirements, latest edition:
 - 1) County Debris Load Ticket (as a title);
 - 2) Contractor Name;
 - 3) Ticket Number;
 - 4) Debris Removal (Pick-up) Location;
 - 5) Debris Removal (Pick-Up) Location Departure Time;
 - 6) Date;
 - 7) Load Site Zone;
 - 8) Crew Number;
 - 9) Truck (Container) Number
 - 10) Capacity (Container);
 - 11) Total Debris Volume (Quantity);
 - 12) DDM or Disposal Site Name (Location);
 - 13) DDM or Disposal Site Time;
 - 14) Debris Classification (Vegetation, C&D, Mixed, Other);
 - 15) Comment Section; and
 - 16) Verification Signature Lines (Load Site, Dump Site Monitors and Contractor).
- (d) Debris quantity and load tickets will be determined by contracted debris monitoring personnel or County personnel at the DDM disposal sites.

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- (e) Load tickets will be issued by the County Load Site Monitor to vehicle operators upon completion of collection and prior to departure from the collection site. Upon arrival at the dumpsite, the vehicle operator will give the five (5) copies to the County Disposal Site Monitor at the dumpsite, the County will validate, retain one (1) copy and give one (1) copy to the driver and three (3) copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor). Load tickets issued to the County and debris removal contractor to remain with debris removal contractor's records and DDMS or disposal sites.
- (f) The Debris Removal Contractor will not be permitted to unload the debris at a DDM/dump site without an approved Load Ticket that was supplied by their assigned monitor.
- (g) The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the County.
- (h) The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DDM sites. The DDM Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.
- (i) The County Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Based on predetermined truck bed measurements, trucks with less than full capacity or partial loads will be adjusted down during this visual inspection by the County or designated monitoring contractor. Truck bed measurements will not be adjusted upward. Load measurements will be documented on Load Tickets.
- (j) Debris removal Contractor shall not in any way interfere with the load assessment determination and truck certification processes conducted by the debris monitoring contractor.
- (k) The Contractor shall keep a daily updated log, in each DDM site inspection tower, of all loads received, including the total volume of debris in each load.
- (l) The Contractor shall provide a copy of all daily log sheets at the end of each business day.

Section 5.06 DUMP/TIPPING FEES

- (a) Dump/tipping fees will be reimbursed at their actual cost with proper documentation, consisting of invoice and signed payment receipt from landfills other than the County Solid Waste facilities.

Section 5.07 TRAFFIC CONTROL

- (a) The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
- (b) The Contractor shall be responsible for traffic control during operations performed by the

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Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

- (c) The Contractor must be qualified and provide the County with copies of certifications to conduct traffic control operations on roads in the County.
- (d) The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas

Section 5.08 DEBRIS MANAGEMENT PLAN

The Contractor shall be a member of the debris management plan development team and assist the County with re-writing the County's Disaster Debris Management Plan.

Section 5.09 STORM SEWER CLEANING

The Contractor shall provide all labor, equipment, and materials necessary to remove debris, dirt, silt, or any other foreign obstruction in order to restore maximum flow within the storm water conveyance system including inlet cleaning.

Section 5.10 SPECIFIC SERVICES

The contractor shall provide all labor, equipment, and materials necessary to perform the following services:

- (a) **Private Property Demolition and Debris Removal** – As directed by the County the Contractor shall operate beyond the Public ROW only as identified and directed by the County.
- (b) **Marine Debris Removal** – As directed by the County the Contractor shall clear canals and waterways of marine debris and shall be invoiced under the appropriate contract bid item.
- (c) **Emergency Pumping Services** - As directed by the County, services may include, but not be limited to, pumping of streets, retention ponds, ditches, canals, other water bodies, and property to eliminate or curtail flooding.
- (e) **Citizen Site(s)** – Services may include, but not be limited to, receiving, removal, and separation (as needed) of all debris brought to the site by the County residents and County approved private contractors. The Contractor shall establish, manage, maintain, process, and load all eligible debris and/or residue at all Citizen Sites and shall be invoiced under the appropriate contract bid item. Debris shall be separated by source (i.e. ROW, Citizen Site, Marine) and type (i.e. vegetative, construction & demolition, appliances & white goods, E-Waste, household hazardous waste, soil, mud, sand, vehicles and vessels, putrescent debris, Hazardous waste, etc.).

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- (f) **Sandbag Collection and Disposal** - At the direction of the County, services may be required to collect, remove, and dispose of filled sandbags. Disposal shall be taken to the County Solid Waste Management Facility and shall be invoiced under the appropriate contract bid item.
- (g) **Park Site Cleanup and/or other facilities** – At the direction of the County, services may be required to load, haul, remove, reduce, and dispose of debris in the County’s Parks and/or other facilities, to be paid for as eligible debris per contract unit cost and shall be invoiced under the appropriate contract bid item(s).

Section 5.11 HAZARDOUS OR TOXIC WASTE ISSUES

- (a) The Contractor shall collect, transport, and dispose of Hazardous and or Toxic Waste (HTW) in accordance with all applicable federal, state, and local laws, standards, and regulations as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.
- (b) The Contractor will be required to construct a containment area at the reduction site to store Hazardous Waste materials. This containment area will consist of an earth berm with a non-permeable soil line. The containment area must be covered at all times with a non-permeable cover.
- (c) All materials that are classified, Hazardous Waste shall be reported immediately to the County. This material shall be segregated from the remaining debris using a method that will allow the remaining non-Hazardous Waste debris to be processed. All Hazardous debris will be moved and placed in the designated containment area.

Section 5.12 HAZARDOUS WASTE SPILLS

- (a) The Contractor shall be responsible for reporting to the County and cleaning up all Hazardous material or waste spills caused by the Contractor’s operations at no additional cost to the County.
- (b) Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
- (c) Spills shall be reported to the Florida Department of Environmental Protection (FDEP) State Warning Point and the County immediately following discovery. A written follow-up report shall be submitted to the County no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - 1) Description of the material spilled (including identity, quantity, manifest number, etc.);
 - 2) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported;
 - 3) Exact time and location of spill, including description of the area involved;
 - 4) Receiving stream or waters;
 - 5) Cause of incident and equipment and personnel involved;
 - 6) Injuries or property damage;
 - 7) Duration of discharge;

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- 8) Containment procedures initiated;
- 9) Summary of all communications the Contractor has had with the press, agencies, or Government officials other than the County; and
- 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

Section 5.13 ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT

- (a) The County will employ the services of a debris monitoring contractor to provide oversight of the Contractor's operations. In this capacity, the contractor acts as the County's agent and has authority to act on its behalf, including direction to the Contractor on all operational, reporting, and administrative matters.
- (b) All invoices shall be submitted to the assigned monitoring contractor for reconciliation and validation prior to submittal to the authorized County representative.