1. **BACKGROUND**

Contractor(s) shall be responsible for disaster debris removal, reduction, disposal, and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, Contractor(s) shall possess sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, Contractor(s) shall have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

1. **TERMS AND DEFINITIONS**

The following terms or pronouns used in place of them, will have the following meanings:

* 1. Authorized Representative – County employees or contracted individuals designated by County or County Debris Manager.
  2. Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
  3. Cleanup Crew – A group of individuals or an individual employed by the disaster debris collection Contractor to collect disaster debris.
  4. Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
     1. Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.
     2. Debris removal must be the legal responsibility of the applicant.
     3. Debris must be a result of the major disaster event.
  5. County – Lake County, Florida
  6. County Approved Final Disposal Site – a final disposal location approved in writing by County.
  7. County Debris Manager – County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within County.
  8. Debris – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris and personal property.
  9. Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
  10. Disaster Debris Management Site (DDMS) – A location to temporarily store, reduce, segregate or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
  11. Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work or is eligible for Federal or State grant reimbursement.
  12. Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
  13. Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Contractors, subcontractors, and individual crews.
  14. Demobilization – Following the completion of services provided under the resulting contract, Contractor will remove all equipment, supplies and other associated materials involved in the services provided to County. Contractor will leave all sites utilized clean and restored to the original state as approved by County and verified through soil and groundwater samples.
  15. Demolition – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
  16. Designated Area – Generally bounded by County line and includes public property and rights-of-way within the unincorporated areas of County that was directly affected by a debris-generating event.
  17. Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
  18. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by County to Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
  19. Emergency Debris Clearance – The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA 325 – “Public Assistance Debris Management Guide”.
  20. Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
  21. E-Waste – End of life electronics, typically televisions, computers and related components.
  22. FEMA Publication 325 Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
      1. Eliminating immediate threats to lives, public health and safety.
      2. Eliminating immediate threats of significant damage to improved public or private property.
      3. Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
  23. Field Inspector – Monitor
  24. Force Account Labor – Labor performed by the applicant’s permanent, full time or temporary employees.
  25. Garbage – Waste that is regularly collected through County’s normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.
  26. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
  27. Hangers – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
      1. The limb must be greater than two inches in diameter;
      2. The limb must be suspended in a tree and threatening a public-use area; and
      3. The limb must be located on improved public property.
  28. Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
      1. The stump has fifty percent (50%) or more of the root-ball exposed.
      2. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
      3. The stump is located on a public right-of-way.
      4. The stump poses an immediate threat to public health and safety.
  29. Hazardous Tree - A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
      1. Tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
      2. Tree has a split trunk or broken branches that expose the heartwood.
      3. Tree has fallen or been uprooted within a public use area.
      4. Tree is leaning at an angle greater than thirty (30) degrees.
  30. Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
  31. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
  32. Household Hazardous Waste (HHW) – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
      1. HHW must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.
      2. HHW removal must be the legal responsibility of the applicant.
      3. HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in County with written authorization by County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

* 1. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting County’s expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a “Field Inspector”.
  2. Mulching or Chipping – See Chipping or Mulching
  3. Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
  4. National Response Plan (NRP) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
  5. Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
  6. PPE – Personal Protective Equipment. May also be referred to as “Safety Gear.”
  7. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
  8. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
  9. Regulated Waste – Any waste regulated by the USEPA, FDEP or local rules/ordinance.
  10. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
  11. Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built including land on both sides of facility up to private property line.
  12. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
  13. TDSPF – Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Contractor for staging and processing prior to final disposal. May also be referred to as a Disaster Debris Management Site (D).
  14. Temporary Debris Storage and Reduction Site – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by County for the storage and reduction of disaster related debris.
  15. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
  16. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
  17. Vegetative Debris – As outlined in FEMA Publication 325, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
      1. Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.
      2. Debris removal must be the legal responsibility of the applicant.
      3. Debris must be a result of the major disaster event.
  18. Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.
  19. White Goods – As outlined in FEMA Publication 325, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
      1. White goods must be located within a designated area and be removed from an eligible applicant’s improved property or ROW.
      2. White goods removal must be the legal responsibility of the applicant.
      3. White goods must be a result of the major disaster event.

1. **ACRONYMS**
   1. ACM Asbestos Containing Material
   2. C&D Construction and Demolition
   3. CBRN Chemical, Biological, Radiological and Nuclear
   4. CEI Construction Engineering and Inspection
   5. CFR Code of Federal Regulations
   6. CWA Clean Water Act
   7. DDIR Detailed Damage Inspection Report
   8. DDMS Disaster Debris Management Site
   9. DOT Department of Transportation
   10. DPW Department of Public Works
   11. DRM Disaster Recovery Manager
   12. DTFL Debris Task Force Leader
   13. EO Executive Order
   14. EPA Environmental Protection Agency
   15. ER Emergency Relief
   16. ESA Endangered Species Act
   17. ESF Emergency Support Function
   18. FDEP Florida Department of Environmental Protection
   19. FDH Florida Department of Health
   20. FDOT Florida Department of Transportation
   21. FEMA Federal Emergency Management Agency
   22. FHWA Federal Highway Administration
   23. FMIS Fiscal Management Information System
   24. GIS Geographic Information System
   25. GPS Global Positioning System
   26. HHW Household Hazardous Waste
   27. HUD Department of Housing and Urban Development
   28. IA Individual Assistance
   29. ICS Incident Command System
   30. JFO Joint Field Office
   31. LCWA Lake County Water Authority
   32. MRE Meals Ready to Eat
   33. NEPA National Environmental Policy Act
   34. NHPA National Historic Preservation Act
   35. NRCS Natural Resources Conservation Service
   36. NRP National Response Plan
   37. OCC Office of Chief Counsel
   38. OSHA Occupational Safety and Health Administration
   39. PA Public Assistance
   40. PDA Preliminary Damage Assessment
   41. PNP Private Non-Profit
   42. PPDR Private Property Debris Removal
   43. PPE Personal Protective Equipment
   44. PW Project Worksheet
   45. RACM Regulated Asbestos Containing Material
   46. RCRA Resource Conservation and Recovery Act
   47. RFB Request for Bid
   48. RFP Request for Proposals
   49. ROE Right-of-Entry
   50. ROW Right-of-Way
   51. RRC Rapid Response Crew
   52. SHPO State Historic Preservation Officer
   53. SWMF Solid Waste Management Facility
   54. TDSPF Temporary Debris Staging and Processing Facility
   55. TDSR Site Temporary Debris Storage and Reduction Site
   56. USACE United States Army Corps of Engineers
   57. USDA United States Department of Agriculture
   58. VOCs Volatile Organic Compounds
   59. WSRA Wild and Scenic Rivers Act
2. **SCOPE OF WORK** 
   1. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by County Debris Manager.
   2. Work shall also include the clearing and removing of any and all “Eligible” debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by County for Contractor) by the Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit D – Federal Funded Construction Contract Provisions and as directed by County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of “Eligible” applies to all uses throughout this Scope of Services.
   3. Work will include examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to County approved DDMS(s) or County Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a County Designated Final Disposal Site; disposing of reduced debris at a County Designated Final Disposal Site or ORSWMF and supporting documentation. Contractor may be requested to secure their own DDMS as needed.
   4. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to Contractor by County Debris Manager. It shall be Contractor’s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which Contractor was issued Notice to Proceed orders, unless otherwise directed by County Debris Manager, in writing. This includes, but is not limited to:
   5. **Emergency Road Clearance**

At the request of County, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by County Debris Manager shall be clear and passable within three (3) calendar days of the issuance of the Notice to Proceed from County to conduct emergency roadway clearance work. County may choose to extend Contractor’s three (3) calendar days limit through a written request. This may include roadways in municipalities within County. Clearance of these roadways will be performed as identified by County Debris Manager. Contractor shall assist County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked identified by road name with extents. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor, Equipment AND Material Price Schedule.

* 1. **Eligible ROW Vegetative Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on County ROW to a County approved DDMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

* + 1. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
    2. Removal of Eligible vegetative debris existing in County will be performed as identified by County Debris Manager.
    3. Once the debris removal vehicle has been issued a load ticket from County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved DDMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
    4. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by County or its authorized representative.
    5. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by County or its authorized representative. County will provide specific Right-of-Entry (ROE) legal and operational procedures.
    6. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
    7. Contractor must provide traffic control as conditions require or as directed by County Debris Manager.
  1. **Collection of Eligible Vegetative Debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s)**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris from Citizen Drop Off Sites and additional consolidated collection points located throughout County to a County approved DDMS or a County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations.

* + 1. Removal of Eligible vegetative debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s) will be performed as identified by County Debris Manager.
    2. Once the debris removal vehicle has been issued a load ticket from County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved DDMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
    3. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by County or its authorized representative. Contractor shall provide separate crews to collect Citizen Drop Off Site debris and another separate crew to collect Consolidated Collection Point debris, so that these debris types can be accurately reported for FEMA reimbursement.
  1. **Eligible ROW C&D Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on County ROW to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

* + 1. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
    2. Removal of Eligible C&D debris existing in County ROW will be performed as identified by County Debris Manager.
    3. Once the debris removal vehicle has been issued a load ticket from County’s authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
    4. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by County or its authorized representative.
    5. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by County or its authorized representative. County will provide specific ROE legal and operational procedures.
    6. Contractor must provide traffic control as conditions require or as directed by County Debris Manager.
  1. **Collection of Eligible C&D Debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s)**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related C&D debris from Citizen Drop Off Sites and additional consolidated collection points located throughout County to a County approved DDMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

* + 1. Removal of Eligible C&D debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s) will be performed as identified by County Debris Manager.
    2. Once the debris removal vehicle has been issued a load ticket from County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved DDMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
    3. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by County or its authorized representative. Contractor shall provide separate crews to collect Citizen Drop Off Site debris and another separate crew to collect Consolidated Collection Point debris, so that these debris types can be accurately reported for FEMA reimbursement.
  1. **DDMS(s) Management, Operations and Reduction Through Grinding**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DDMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by County Debris Manager prior to commencement of reduction activities. The DDMS(s) layout and ingress and egress plan must be approved by County Debris Manager.

* + 1. The management of the DDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
    2. Contractor is responsible for operating the DDMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
    3. Debris at DDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within County).
    4. All un-reduced storm debris must be staged separately from reduced debris at the DDMS(s).
    5. Contractor is responsible for all associated costs necessary to provide DDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
    6. Contractor is responsible for all associated costs necessary to provide DDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
    7. Contractor is responsible for all associated costs necessary to provide DDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
    8. Contractor is responsible for all associated costs necessary to provide DDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
    9. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DDMS locations, is a cost reflected in this scope of services item 4.7. Depending on the volume of HHW per DDMS location, County may choose to collect and dispose of HHW segregated from disaster debris at DDMS locations.
    10. Contractor is responsible for providing twenty-four (24) hour DDMS(s) security.
    11. Contractor will only permit Contractor vehicles and others specifically authorized by County or its authorized representative on site(s).
    12. Contractor shall provide a tower(s) from which County or its authorized representative can make volumetric load calls. The tower(s) provided by Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP.
    13. Upon completion of haul-out activities, Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by County and FDEP.
  1. **DDMS(s) Management, Operations and Reduction Through Air Curtain Incinerators**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by County Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DDMS(s) layout and ingress and egress plan must be approved by County Debris Manager.

* + 1. The management of DDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
    2. Contractor is responsible for operating the DDMS(s) in accordance with OSHA, EPA and FDEP guidelines.
    3. Debris at DDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within County).
    4. All un-reduced storm debris must be staged separately from reduced debris at the DDMS(s).
    5. Contractor is responsible for all associated costs necessary to provide DDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
    6. Contractor is responsible for all associated costs necessary to provide DDMS(s) traffic control such as, but not limited to, traffic cones, barriers and staff with traffic flags.
    7. Contractor is responsible for all associated costs necessary to provide DDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
    8. Contractor is responsible for all associated costs necessary to provide DDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by County Debris Manager), fire breaks and a site foreman.
    9. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DDMS locations, is a cost reflected in this scope of services item 4.8. Depending on the volume of HHW per DDMS location, County may choose to collect and dispose of HHW segregated from disaster debris at DDMS locations.
    10. Contractor is responsible for providing twenty-four (24) -hour DDMS(s) security and fire tender.
    11. Contractor will only permit Contractor vehicles and others specifically authorized by County or its authorized representative on site(s).
    12. Contractor shall provide a tower(s) from which County or its authorized representative can make volumetric load calls. The tower(s) provided by Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Debris Site Tower Specifications).
    13. Upon completion of haul-out activities, Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at County’s direction for DDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by County and FDEP.
    14. Weekly pile measurements shall be taken to confirm prior week burn estimates. Contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to County Debris Manager within 24 hours of each pile measurement.
  1. **DDMS(s) Management, Operations and Reduction Through Pile Burn Incineration**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction through Pile Burn Incineration of Eligible disaster related debris. Pile Burn reduction must be approved by County Debris Manager, Florida Division of Forestry and any other applicable regulatory agencies as required prior to commencement of reduction activities. DDMS(s) layout and ingress and egress plan must be approved by County Debris Manager.

* + 1. The management of DDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA, FDEP and the Florida Division of Forestry. Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
    2. Contractor is responsible for operating the DDMS(s) in accordance with OSHA, EPA FDEP and the Florida Division of Forestry guidelines.
    3. Debris at DDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within County).
    4. All un-reduced storm debris must be staged separately from reduced debris at the DDMS(s).
    5. Contractor is responsible for all associated costs necessary to provide DDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
    6. Contractor is responsible for all associated costs necessary to provide DDMS(s) traffic control such as, but not limited to, traffic cones, barriers, and staff with traffic flags.
    7. Contractor is responsible for all associated costs necessary to provide DDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
    8. Contractor is responsible for all associated costs necessary to provide DDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by County Debris Manager), fire breaks and a site foreman.
    9. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DDMS locations, is a cost reflected in this scope of services item 4.8. Depending on the volume of HHW per DDMS location, County may choose to collect and dispose of HHW segregated from disaster debris at DDMS locations.
    10. Contractor is responsible for providing twenty-four (24) -hour DDMS(s) security and fire tender.
    11. Contractor will only permit Contractor vehicles and others specifically authorized by County or its authorized representative on site(s).
    12. Contractor shall provide a tower(s) from which County or its authorized representative can make volumetric load calls. The tower(s) provided by Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP.
    13. Upon completion of haul-out activities or site application of the ash, Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at County’s direction for DDMS operations. All debris, mulch, etc., with the exception of ash that can be land applied with County Debris Manager approval, is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by County and FDEP.
    14. Weekly pile measurements shall be taken to confirm prior burn estimates. Contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to County Debris Manager within 24 hours of each pile measurement.
  1. **Haul-Out of Reduced Debris to a County Designated Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a County approved DDMS(s) to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Contractor shall not receive any payment from County for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site. All debris residing in County ROW and County provided DDMS shall be the property of County until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by County.

* 1. **Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on County ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in County ROW will be placed in the safest possible location on County ROW and subsequently removed in accordance with scope of services, item 4.2, under the terms, conditions and procedure described in “ROW Vegetative Debris Removal.” Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 4.2. County will not compensate Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along County ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

* + 1. Eligible hazardous trees will be identified by County or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on County ROW or private property will be performed as identified by County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to Contractor, in writing, by County Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
       1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
       2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
       3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
       4. The tree has a split trunk that exposes heartwood.
    2. Eligible hazardous hanging limbs will be identified by County or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on County ROW or private property will be performed as identified by County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to Contractor, in writing, by County Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
       1. The limb is greater than two (2) inches in diameter.
       2. The limb is still hanging in a tree and threatening a public-use area.
       3. The limb is located on improved public property.
  1. **Removal of Eligible Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on County ROW. Further, debris generated from the removal of uprooted stumps existing on County ROW will be transported to a County approved DDMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 4.2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit F – Stump Conversion Table) and removed under the terms and conditions of scope of services item 4.2.

* + 1. Eligible hazardous stumps will be identified by County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on County ROW or private property will be performed as identified by County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to Contractor, in writing, by County Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
       1. Fifty percent (50%) or more of the root ball is exposed.
       2. The stump is on County ROW and poses an immediate threat to public health, safety, or welfare.
    2. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 4.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 4.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit F – Removal Eligibility). County or its authorized representative will measure and certify all Eligible stumps prior to removal.
    3. NOTE: stump removal will be based on the most current version of the Public Assistance Program and Policy Guide (PAPPG) that is in effect at the time of the disaster.
  1. **Eligible Household Hazardous Waste Removal Transport and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

* + 1. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
    2. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.
  1. **Eligible ROW White Goods Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a County approved DDMS, decontamination, and transportation to a County approved facility for recycling. The designated facility for recycling must be approved in writing by County. Eligible white goods containing refrigerants must first have such refrigerants removed by Contractor’s qualified technicians prior to mechanical loading.

* + 1. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida yet are accepted for recycling.
    2. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
       1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
    3. Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, state, and federal regulatory agencies.
    4. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated County approved DDMS for refrigerant removal by Contractor’s qualified technicians.
  1. **Eligible E-Scrap Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a County Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by County. Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

* 1. **Eligible Dead Animal Carcasses**

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County Designated Final Disposal Site. Contractor shall coordinate activities with the Lake County Office of Animal Services and the Lake County Health Department.

* 1. **Other Debris Removal Work**

Abandoned Vehicles and Vessels - Contractor shall remove vehicles and vessels from County ROW and County property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

* 1. **Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic controlcosts and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

* + 1. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
    2. Any structurally unsound and unsafe structures will be identified and presented to County for direction regarding decommissioning.
    3. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by County Debris Manager.
    4. Once the debris removal vehicle has been issued a load ticket from County’s authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
    5. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by County or its authorized representative. County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
    6. Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
  1. **Eligible Demolition, Removal, Transport and Disposal of RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

* + 1. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
    2. Any structurally unsound and unsafe structures will be identified and presented to County for direction regarding decommissioning.
    3. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by County Debris Manager.
    4. Once the debris removal vehicle has been issued a load ticket from County’s authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
    5. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by County or its authorized representative. County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
    6. Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

1. **TECHNICAL SPECIFICATIONS**
   1. **Notice To Proceed Orders**

County Manager or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If Contractor’s authorized representative is on site in County then the NTP orders will be hand delivered. Under no circumstances shall County be liable for any services rendered unless the written NTP orders have been sent and received by Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to County Manager or representative.

* 1. **Changes to the Scope of Work**

County may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation, must be mutually agreed upon and incorporated by written amendment to the agreement.

* 1. **Documentation Management and Support**

Contractor shall provide data management and support to County during the disaster recovery effort including but not be limited to:

* + 1. Assist County in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
    2. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency’s requirements for reimbursement eligibility.
    3. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement.
    4. Contractor shall conduct daily meetings with County to provide updates on the status of operations, discuss issues/problems, and daily work schedules. Contractor shall provide daily reports in a format approved by County that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by County.
    5. Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to County for reference. Upon completion of the work, these record documents and samples shall be delivered to County.
  1. **Mobilization/Response**

Within twenty-four (24) hours of County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, Contractor(s) shall contact County regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from County or when the winds subside to less than 39 miles per hour, whichever is later, Contractor(s) shall mobilize equipment and resources in County. Within twenty-four (24) hours of being issued NTP orders from County or when the winds subside to less than 39 miles per hour, whichever is later, Contractor(s) shall be prepared to begin 25% debris removal operations as directed by County Debris Manager. As part of Contractor’s mobilization effort, Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by County.

* 1. **Safety**

Contractor(s) shall be solely responsible for maintaining safety at all work sites including DDMS(s) and debris collection sites. Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DDMS(s) and debris collection sites. Safety at DDMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

* 1. **On-Site Project Manager**

Contractor(s) shall provide an on-site project manager to County. The project manager shall provide a telephone number to County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by County Debris Manager. Contractor(s)’ project manager must be available twenty-four (24) hours a day, or as required by County Debris Manager.

* 1. **Superintendent Must be Supplied by Contractor**

Contractor shall employ a competent superintendent who must be in attendance at all times at the project site during the progress of the work. The term “competent” includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent will be the primary representative under the contract for Contractor. All authorized communications given to the superintendent by County, and all contract-related decisions made by the superintendent, will be binding to Contractor. The superintendent will be considered to be, at all times, an employee of Contractor under its sole direction and not an employee or agent of County.

* 1. **Equipment**
     1. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
     2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by County’s authorized representatives prior to its use by Contractor(s).
     3. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DDMS or a County Designated Final Disposal Site.
     4. Trucks or equipment designated for use under this contract shall not be used for any other work. Contractor(s) 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 Contractor(s) mix debris hauled for others with debris hauled under this contract.
     5. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by County Debris Manager.
     6. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
  2. **Traffic Control**

Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DDMS(s) and debris collection sites. Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by Contractor(s). No further work shall take place until the deficiency is corrected. Neither County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by Contractor for traffic control is an overhead expense contemplated as part of Contractor’s compensation under the terms and conditions of scope of services.

* 1. **Rapid Response Crew**

Contractor(s) shall be required to provide County with access to one or more Rapid Response Crews (RRC) as directed by County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by County Debris Manager or County’s authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which County deems a priority for overall County recovery.

* 1. **Work Hours**

Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between County and Contractor(s). Unless otherwise directed, Contractor must be capable of conducting volumetric reduction operations at DDMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Solid Waste Division Manager:

* + 1. New Year’s Day
    2. Memorial Day
    3. Independence Day
    4. Labor Day
    5. Thanksgiving Day
    6. Christmas Day
  1. **Production Rates For Debris**

The recovery of County is directly related to debris removal following an event. Expedited debris removal is the overarching goal whether or not FEMA has an increased federal cost share incentive available at the time of the event. County will require Contractor(s) to define and commit to retain a level of resources to the project prior to issuing a NTP.

* 1. **Private Work**

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

* 1. **Existing Utilities**
     1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor’s responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). Contractor(s) shall pay all such costs to the utility company for any adjustments.
     2. County may choose either to have Contractor(s) make the necessary repairs or have Contractor(s) pay all costs incurred to repair damaged utilities that are a result of Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by Contractor(s).
  2. **Debris Site Tower Specifications**
     1. Contractor(s) shall provide as many towers as designated by County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DDMS is of significant distance that County or its authorized representative are unable to verify the entering and exiting trucks, then Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by Contractor for the construction of towers is an overhead expense contemplated as part of Contractor’s compensation under the terms and conditions of the scope of services.
     2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by County Debris Manager due to unsuitable conditions at the tower.
  3. **Facilities at DDMS Locations**

Contractor(s) shall provide as many portable toilets as designated by County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by Contractor(s) throughout the duration of dumping operations. The expense incurred by Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of Contractor’s compensation under the terms and conditions of the scope of services.

* 1. **Ownership of Debris**

All debris residing in County ROW and County provided DDMSs will be the property of County until final disposal at a properly permitted disposal site. Contractor will be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by County. Any items requiring disposal at special facilities will be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of the contract unless specifically directed by County. Collection of Municipal Solid Waste (MSW) is outside the scope of the contract.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. Contractor will receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

* 1. **Environmental Protection**
     1. Any and all fluids or chemicals (work-related materials such as oil-dry absorbents, etc.) used by Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
     2. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DDMSs. Maintenance of equipment that typically remain at the DDMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
     3. Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of County Debris Manager. Contractor(s) shall comply in a timely manner with all directions of County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
     4. Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
     5. Contractor(s) shall immediately report and document all incidents to County Debris Manager or the authorized representative that affect the environmental quality of DDMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
     6. Contractor must notify County regarding any fluid or chemical spillage so that County or its authorized representative can review and approve of the cleanup.
  2. **Documentation and Measurement**
     1. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to County from the appropriate agency.
     2. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
     3. All Contractor(s) trucks used for collection and hauling of Eligible debris from County ROW, Citizen Drop Off Sites and Consolidated Collection Points to County approved DDMSs or County Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by County or County-authorized representative. Contractor shall provide a representative to attest to the certification/measuring process. It is Contractor’s responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
     4. Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver’s licenses and equipment legally fit for travel on the road.
     5. County or its authorized representative will use an automated debris management system for recording volumes of debris removal. A printed copy of each electronic ticket will be provided to Contractor(s) for their records. Unit rate tickets will be provided by County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by County will be authorized for use.
        1. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced, and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and County authorized representative name and signature. No payment will be made by County for incomplete load or unit rate tickets submitted for payment.
        2. Load tickets will be issued by an authorized representative of County at the collection site. County authorized representative will complete the applicable portion of the load ticket and provide one copy to the vehicle operator. Upon arrival at the DDMS or County Designated Final Disposal Site, the vehicle operator will present the load ticket to County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by County authorized representative present at the DDMS or County Designated Final Disposal Site. County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. County will keep the original electronic copy, one (1) copy will be given back to the vehicle operator and one (1) copy will be provided to Contractor.
        3. Loads of processed (e.g., chipped) debris being hauled from a DDMS to a County Designated Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DDMS. Another County authorized representative will validate and sign the ticket at County Designated Final Disposal Site.
        4. Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
  3. **Damages**

All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mailboxes, and turf must be either repaired or replaced by Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of County Debris Manager. Any invoices submitted to County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by Contractor, will be the responsibility of Contractor. Repairs, or receipt of repairs, must be completed and submitted to County prior to submission of Contractor’s invoice for work accomplished. If Contractor fails to repair any damaged property, County may have the work performed and charge Contractor.

Contractor will be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by Contractor’s equipment during debris removal. Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by Contractor’s equipment or personnel at no additional cost to County. If Contractor does damage to a County sign or other property owned by County, it will be the responsibility of Contractor to repair the item back to the original condition. If the repair is not in accordance with County standards, County will repair the items and deduct the associated cost from the amount due Contractor. Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to County Debris Manager outlining actions taken to correct the complaint. Contractor shall notify County immediately of any complaints given directly to Contractor.

Upon written notice from Contractor that the damage correction work is complete, County will make a final inspection with Contractor and will notify Contractor in writing of any deficiencies in the project. Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, County will assess an eighty ($80.00) dollar fee to Contractor. The eighty ($80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to Contractor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, Contractor may petition County in writing for a partial retainage release.

* 1. **Liquidated Damages**

Should Contractor fail to complete requirements set forth in this scope of work, County will suffer damage. The amount of damage suffered by County is difficult, if not impossible to determine at this time. Therefore, Contractor shall pay County, as liquidated damages, the following:

* + 1. Contractor shall pay County, as liquidated damages, $1000.00 per calendar day of delay to mobilize in County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
    2. Contractor shall pay County, as liquidated damages, $500.00 per load of disaster debris collected in County that is not disposed of at a County approved DDMS or County approved Final Disposal Site and any associated fines levied by a third party. Application of liquidated damaged does not release Contractor of all liability associated with hauling and depositing material to an unauthorized location.
    3. Contractor shall pay County, as liquidated damages, $500.00 per incident where Contractor fails to repair damages that are caused by Contractor or subcontractors. Application of liquidated damages does not release Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage County should suffer by failure of Contractor to complete requirements set forth in the scope of work.

* 1. **Distribution of Work**

County reserves the right to activate more than one Contractor to provide the debris services outlined in this proposal. County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this proposal.

* 1. **Final Project Close Out**

Upon final inspection of the project by County, Contractor shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed. Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

* 1. **Payment**
     1. County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. Contractor(s) will be provided with copies of this documentation. These documents will be used by Contractor as backup data for invoice submittals. Work not ticketed or not authorized by County, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will County be responsible for unpaid incomplete tickets.
     2. Private property debris removal operations will be invoiced separately from ROW collection removal operations. County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste, etc.), program (ROW collection, Citizen Drop Off Site collection, Consolidated Collection Point collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within County). Following a Governor’s declaration, Contractor(s) may be tasked with removing debris from FHWA-ER funded roadways and segregating this debris from any debris removed from non FHWA-ER road segments.
     3. Invoices shall be submitted to County’s authorized representative on a weekly or monthly basis as determined by County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by County authorized representative to County for payment.
     4. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, Contractor(s) must successfully complete, and receive a letter of completion from County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by County to repair damages caused by Contractor(s) to public or private property.
     5. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
     6. Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. Contractor shall execute release waivers with all subcontractors to release County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to County prior to final retainage release.
     7. Payment for disposal cost incurred by Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by Contractor. Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by County Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by County Designated Final Disposal Site, and proof of Contractor payment to County Designated Final Disposal Site.
     8. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after Contractor’s final invoice.
     9. In the event any portion of this scope of work is to be funded by State or Federal funds, Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. County will only pay for those items deemed Eligible by FEMA or FHWA, unless County otherwise agrees in writing.
     10. Contractor will retain all records pertaining to the services and the contract for these services and make them available to County for a period of seven (7) years following receipt of final payment for the services referenced herein.

1. **PERFORMANCE/PAYMENT BOND**

Contractor(s) shall duly execute and deliver to County a Performance and Payment Bond in an amount of 100% of the estimated contract price, to be determined by County, within seventy-two (72) hours of contract activation and an issued Notice to Proceed. Payment and Performance Bond must be issued for each disaster event in which a Notice to Proceed is executed. Payment and Performance Bond must be maintained throughout the Notice to Proceed execution period. At the completion of all work under a particular Notice to Proceed, the Performance and Payment Bond will be released. Costs of all bonds must be included in the unit pricing submitted in the Bid. Performance and Payment Bond Forms supplied by County will be the only acceptable forms for these bonds. No other form will be accepted. If Contractor fails to deliver the payment and performance bond within this specified time, including any extensions approved by County, County will declare Contractor in default of the contractual terms and conditions, and Contractor must cease work until surrender of such associated offer guaranty/payment and performance bond has been submitted by Contractor.

The following specifications will apply to any bond provided:

* + 1. All bonds must be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount Best Rating

500,001 to 1,500,000 B V

1,500,001 to 2,500,000 A VI

2,500,001 to 5,000,000 A VII

5,000,001 to 10,000,000 A VIII

Over 10,000,000 A IX

* + 1. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes will apply.
    2. For contracts in excess of $500,000 the provisions of Exhibit E will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers must be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount must not exceed the underwriting limitations as shown in this circular.
    3. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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