

BACKGROUND

The City of Ocala is seeking a Contractor to provide service which are required for the execution of natural disaster-related emergency debris removal from Federal Aid highway segments, state, local, and private roadways within the City of Ocala, Florida (City).

CONTRACTOR RESPONSIBILITIES**Contractor Responsibilities include, but are not limited to:**

- Field operations
- Debris pickup
- Debris hauling and removing
- Debris staging and reduction by grinding
- Temporary debris storage site management
- Debris management
- Final disposal to an approved facility in full compliance with regulatory agency requirements, consistent with Federal Emergency Management Agency (FEMA) requirements for debris management, removal and disposal.

The Contractor shall have experience in the Federal Emergency Management Public Assistance (FEMA-PA) Program, the Federal Highway Administration Emergency Relief (FHWA-ER) Program, and other applicable federal, state, and/or local programs to assist the City and its emergency response/recovery efforts. The Contractor will be responsible for tracking all contract costs, adhering to the "not to exceed" limit as determined by the City, and preparing the project worksheets for all disaster categories. Proper notification must be given to the City as costs approach the "not to exceed" limit. Proper documentation by the Contractor as required by FEMA, FHWA and all applicable federal, state and local agencies is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

All debris removal and disposal of mulch management services shall be in accordance with all applicable federal and state laws, and environmental regulation.

The Florida Department of Transportation's (FDOT) Specifications for Road and Bridge Construction, Design Standards and other applicable Department Design Indexes and Construction Standards are applicable when performing work under the resulting contract.

The City will identify and give the Contractor direction for roads and limits for which the Contractor will be responsible within each quadrant, section segment or group assigned. The City reserves the right to add or delete roadway segments at the direction of the City Public Works Director, at no additional cost to the City. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

The Contractor is required to perform at least 30% of the work assigned, with its own forces.

Mulch Disposal

During post recovery, the Contractor will obtain formal written quotes for mulch disposal and provide the written bids to the City for approval. City will pay the exact mulch disposal cost in cubic yards with NO markup by the debris Contractor.

Activation

The work will begin upon written authorization by the City. Contractor shall provide a 24/7 contact number and shall be activated (on-site) within twenty-four (24) hours of receipt of Notice to Proceed. Failure to meet this requirement will result in immediate termination of contract.

No guarantee of minimum or maximum amounts of work is made by the City under this contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities. The City will not provide price adjustments for cost increases or decreases in the price of fuel. The Contractor shall have the ability to handle multiple, simultaneous large-scale disaster events.

Bonds

- **Bid Bond:** Bid security equal to five percent (5%) of the total bid amount must accompany each bid. Bid bond will be uploaded in the section of this listing labeled "Bid Bond." The original document will be maintained by the Bidder unless requested to produce by the City.
- **Performance and Payment Bond:** The successful awarded Contractor must submit a Performance and Payment bond in the amount of \$500,000 upon contract activation.

Insurance Requirements

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

Definitions and Acronyms

- a. Authorized Representative: City employees and/or contracted individuals designated by the City or the City Debris Manager.
- b. Chipping/Mulching/Grinding: 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.
- c. City Approved Final Disposal Site: Final disposal location approved, in writing, by the City of Ocala.
- d. City Debris Manager: City point of contact - responsible for providing overall supervision of debris clearance, removal, and disposal operations.
- e. Cleanup Crew: Individual(s) employed by the Debris Removal Contractor to collect debris.
- f. Construction and Demolition (C&D) Debris*: Damaged components of buildings and structures such as lumber and 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 (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings, and fixtures 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 as found in Chapter 62-701, Florida Administrative Code.

- g. Debris: Debris is scattered items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster.
- h. Debris Clearance: Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- i. Debris Management Site (DMS): A location to temporarily store, reduce, segregate, and/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 (TSDR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- j. Debris Monitor: Contractor contracted with the City to observe day-to-day operations of debris removal crews and document eligible quantities/reasonable expenses to ensure they are performing eligible work, meeting the City'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.
- k. Debris Monitoring: Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure the work complies with the contract scope of work and/or is eligible for Federal or State grant reimbursement.
- l. 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.
- m. Debris Removal Contractor: A person or entity, including employees, partners, principals, agents, and assignees that are under contract with the City to remove storm deposited debris according to federal and state guidelines.
- n. Demobilization: Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
- o. 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.

- p. Designated Area: Generally bound by the City limits – includes public property and rights-of-way within the unincorporated areas of the City that were directly affected by a debris-generating event.
- q. 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.
- r. Drop-Off Site: A site established for residents of the City of Ocala to drop off debris.
- s. Electronic Waste (E-Waste): Loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- t. Eligible Debris: As determined by FEMA-325 Debris Management Guide and other applicable regulations – Debris resulting from a Presidentially declared disaster whose removal, as determined by the City Manager or designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- u. 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.
- v. Emergency Operations Center (EOC): A central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.
- w. Emergency Relief Program: Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- x. Federal Aid Eligible Roads: Roads that are paved, gravel or dirt, and are eligible for repair or replacement.
- y. Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA eligible roads and other roadways not on the federal aid system.
- z. FEMA-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 agency 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:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.

- Ensuring the economic recovery of the affected community to the benefit of the community at large.
- aa. Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as “on-system” roadways that are eligible for Emergency Relief funding.
- bb. Field Inspector: Monitor
- cc. Final Disposal Site: Final disposal location approved, in writing, by the City.
- dd. Force Account Labor: Labor performed by the applicant’s permanent, full time or temporary employees.
- ee. Garbage: Waste that is regularly collected through the City’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 of residential or commercial activities.
- ff. Global Positioning System (GPS): Global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the earth, where there is an unobstructed line of sight to four or more GPS satellites.
- gg. Handheld Units (HHU): Devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.
- hh. Hangers: A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA-325 are.
- The limb must be greater than two inches (2”) in diameter.
 - The limb must be suspended in a tree and threatening a public use area; and
 - The limb must be located on improved public property.
- ii. Hazardous Stump: Uprooted tree or stump (i.e., 50% or more of the root ball is exposed), greater than twenty-four inches (24”) above the ground on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- jj. 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 inches (6”) 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-325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
- kk. Hazardous Waste: Materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- ll. Household Hazardous Waste: Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- mm. Mixed Debris: A mixture of various types of debris including, but not limited to, C&D debris, white goods, e-waste, household hazardous waste, metals, abandoned vehicles, tires, etc.
- nn. 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.
- oo. 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.
- pp. Notice to Proceed: This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.
- qq. Outbuilding: Any structure secondary to a house such as a barn, shed or outhouse, separated from the main structure.
- rr. Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal

- during the debris management process. May also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).
- ss. Ticket Manager: Contractor responsible for overseeing the electronic ticket processing.
 - tt. Vegetative Debris: Clean, woody debris and other organic materials that can be chipped and mulched.
 - uu. White Goods: Appliances, including, but not limited to refrigerators, freezers, stoves, washers, dryers, and HVAC units.

Services to be Provided by the Contractor

Contractor will be responsible for coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA-325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager.

Eligible debris also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA-325, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the 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 the Contractor was issued Notice to Proceed, unless otherwise directed by the City Debris Manager in writing.

1. Emergency Road Clearance

At the request of the City for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall

assist the City 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.

2. 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 the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. 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.
- b. Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.
- g. Final disposal of mulch shall be on a cubic yard basis as a direct pass through cost to the City. Contractor shall benchmark mulch disposal cost to ensure the City has a competitive price. Benchmark data shall be provided to the City.

3. 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 the City ROW to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. 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.
- b. Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.

- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. Contractor must provide traffic control as conditions require or directed by the City Debris Manager.
- g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

- a. 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 Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City of Ocala. 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 City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, 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.
- c. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- d. 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 the City Debris Manager.
- e. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- f. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- g. 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.).

5. Demolition, Removal, Transport and Disposal of RACM Structure

- a. 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 Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the City. 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 structures, as well as eligible scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b. 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.
- c. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- d. 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 the City Debris Manager.
- e. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- f. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- g. 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.).

6. DMS Management, Operations and Reduction Through Grinding

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the City Debris Manager.
- b. The management of DMS 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. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- c. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- d. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- e. All un-reduced disaster debris must be staged separately from reduced debris at the DMS.
- f. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.
- g. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- h. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets.
- i. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- j. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

- k. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- l. 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. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in lined containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.
- m. Contractor is responsible for providing twenty-four (24) hour DMS security.
- n. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- o. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 33 - Debris Site Tower Specifications). Upon completion of haul-out activities, the 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, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material shall be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or 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 the City and FDEP.

7. DMS Management, Operations and Reduction Through Above Ground Air Curtain Incineration

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator (ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the City Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the City Debris Manager.

- b. The management of DMS locations includes assistance with 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 EPA and FDEP. The Contractor shall also be responsible for all costs associated with third-party groundwater and soil testing.
- c. Contractor is responsible for operating the DMS locations in accordance with OSHA, EPA and FDEP guidelines.
- d. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.
- e. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.
- f. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide a sufficient number of scales meeting the City Specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.
- g. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- h. Contractor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.
- i. Contractor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags. Contractor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other BMP's.
- j. Contractor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

- k. 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 missed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.
- l. Contractor is responsible for providing 24-hour security and fire tender for DMS locations.
- m. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- n. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 33 - Debris Site Tower Specifications). Upon completion of haul-out activities, the 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, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material shall be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall 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 the City and FDEP.

8. Haul-Out of Reduced Debris to a City Approved Final Disposal Site

- a. 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 or mulch existing at a City approved DMS to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b. Contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- c. Contractor shall not use any disposal facility without the written consent of the Public Works Director or designee. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Public Works Director or designee prior to issuing any such authorization.

- d. Contractor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.
- e. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive waiting times. The City shall make the sole determination of excessive wait times. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.
- f. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- g. Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

9. Removal of Hazardous Leaning Trees and Hanging Limbs

- a. 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 four and one half (4 1/2) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with Scope of Services. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 ½) 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. The City will not compensate the 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 the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.
- b. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

- i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
- ii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
- iii. The tree has a split trunk that exposes heartwood.
- a. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - i. The limb is greater than two (2) inches in diameter.
 - ii. The limb is still hanging in a tree and threatening a public-use area.
 - iii. The limb is located on improved public property.

10. Removal of Hazardous Stumps

- a. 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 the City ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City approved 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. 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 FEMA-325 Debris Management Guide, Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility) and removed under the terms and conditions outlined herein.
- b. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

- i. Fifty percent (50%) or more of the root ball is exposed.
 - ii. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.
- c. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions outlined herein. 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 outlined herein. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See FEMA-325 Debris Management Guide, Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility).
- d. Stumps shall only be collected after the monitoring firm(s) and the Contractor document and perform the following:
- i. Location Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.
 - ii. Size Measure and record the diameter of the stump to be removed at the appropriate location.
 - iii. Marking Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - iv. Stump Worksheet Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

11. ROW White Goods Debris Removal

Services performed under this Contract element will be compensated using **Exhibit B – Price Proposal**. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a Solid Waste Management site. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading. 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 but are accepted for recycling.

- a. 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. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a Solid Waste Management Facility and turned over to the City to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

12. Household Hazardous Waste (HHW)

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 permitted hazardous waste facility or MSW type I landfill, as requested by the City.

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. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

Services performed under this Contract element will be compensated using **Exhibit B**.

13. E-Waste Removal

Services performed under this Contract element will be compensated using **Exhibit B**. 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-Waste from the ROW. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency. The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Abandoned Vessel Removal

Services performed under this Contract element will be compensated using **Exhibit B**. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible land based abandoned vessels in areas identified and approved by the City. The removed eligible vessels will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency. The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Dead Animal Carcasses

Under this element, work shall consist 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 City approved Final Disposal Site. Services performed under this Contract element will be compensated using **Exhibit B**.

17. Other Debris Removal Work

Neither the 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. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

18. Pre-Event Coordination Meeting

The successful Contractor shall be required to attend an annual pre-hurricane season kickoff meeting(s) with the City and its debris monitoring firm(s) at no cost to the City.

19. Description of Designated Areas

- a. The designated area for debris removal (the City right-of-way) is bounded by the City limits and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the areas of the City and may include private segments within the jurisdictional boundaries of the City. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City maintained roadways or other areas, as directed in writing by the City Debris Manager. If the Contractor is authorized to perform services on non-City maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non- eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no

longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

- b. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
 - c. Retain legal counsel as required and authorized by HR/Risk Management Director and provide investigative and other support to that legal counsel.
 - d. Procure investigative services and other "expert" services as authorized by Risk Management.
 - e. While the City believes the reserves to be accurate, the successful Proposer will be required to review each open claim and establish its independent evaluation of the projected cost.
1. Claims Services: The selected TPA shall:
- a. Establish a claims file on all incidents reported by the City.
 - b. Establish and maintain appropriate reserves on all active claims.
 - c. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut 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 unless specifically authorized by the City Debris Manager in writing.
 - d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
 - e. For subsequent and/or final pass loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
 - f. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
 - g. All Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and

disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Manager.

- h. Payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.
- i. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- j. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

20. Debris Management Sites (DMS)

- a. The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The Contractor shall provide the City with a list of potential DMS locations annually. Depending on the incident in which the contract is activated the City may provide the Contractor with a minimum of three (3) DMS.
- b. The City will assign specific DMS to specific Contractor for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Contractor. If additional DMS locations are needed for the operation, the Contractor shall provide a list of DMS locations. The list will include all necessary site information to allow the City to submit to FDEP for approval. If the Contractor establish any additional DMS, a copy of the agreement showing indemnification of City for the use and proposed restoration plan of the additional sites, shall be provided to the City. In addition the Contractor shall execute a hold harmless agreement for each Contractor established DMS that is not located on City property.
- c. The hold harmless agreement must be approved by the City prior to execution. Prior to the use of any DMS (either City provided DMS or Contractor established DMS) analysis of both groundwater and soil may be required to establish pre-use conditions (post remediation site sampling may also be required of the Contractor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the City at the expense of the Contractor. The results of such testing shall be sent directly from the professional to the City. The Contractor shall be required to provide the City with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

- d. The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the City is a cost borne by the Contractor and compensated based on the Contractor's bid for site management and reduction of debris.
- e. The City may also establish designated Residential Convenience Centers (residential drop-off sites). The Contractor will be responsible for removing all disaster related debris from those sites. Contractor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site.
- f. Depending on the volume of debris at a Residential Convenience Center, the Contractor may be required to push material to make room for additional debris.
- g. The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the City. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.
- h. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. shall be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

21. Notice to Proceed

The City will issue an official Notice to Proceed for the services referenced in this contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written Notice to Proceed. The City Manager 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.

22. Safety

The Contractor shall be solely responsible for maintaining safety at all work sites including DMS and debris collection sites. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to DMS and debris collection sites.

Safety at DMS and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor 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.

23. On-Site Project Manager

Contractor shall provide an on-site project manager to the City. The Project Manager shall be onsite within twenty-four (24) hours of notification. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager shall attend and conduct daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager. Respond to all questions raised by the City or its representative(s) in a timely fashion.

24. Superintendent Shall be Supplied by the Contractor

The Contractor shall employ a competent superintendent who shall 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 shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the City.

25. Equipment

- a. 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 contents 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.
- b. 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 shall 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 the City's authorized representatives prior to its use by the Contractor. The City or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.
- c. 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 them from falling

- off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the Contractor to "tarp" or cover debris when hauling.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. 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. Failure to abide may result in a suspension of the violating truck, crew, or sub-Contractor.
 - e. 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 the City Debris Manager.
 - f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

26. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS and debris collection sites. The Contractor 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 workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the City 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 the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. The foregoing requirements shall 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 for the protection of the public and Contractor's employees throughout the work Area.

27. Rapid Response Crew

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

28. Hazardous Material and Household Hazardous Waste

The Contractor shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's Hazardous Materials Removal and Disposal Contract. The Contractor shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

The Contractor and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractor shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The City or City's Hazardous Materials Removal and Disposal Contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

29. Work Hour

The Contractor 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 the City and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS 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:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor day
- e. Veterans Day
- f. Thanksgiving Day
- g. Christmas Eve
- h. Christmas Day

30. Time of Completion

The services shall commence upon written notice to proceed from the City manager or his designee, and the project shall be completed in accordance with the project schedule.

31. Damages

- a. 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 shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the City Debris Manager. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor fails to repair any damaged property, the City may have the work performed and charge the Contractor.
- b. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor's equipment or personnel at no additional cost to the City. If the Contractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.
- c. Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Debris Manager outlining actions taken to correct the complaint. The Contractor shall notify the City immediately of any complaints given directly to the Contractor.
- d. Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty (\$80.00) dollar fee to the 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 City labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.
- e. No retention will be released to the 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, the Contractor may petition the City in writing for a partial retainage release.

32. Existing Utilities

- a. Some trees and debris that shall 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). The Contractor shall pay all such costs to the utility company for any adjustments.
- b. The Contractor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor.

33. Debris Site Tower Specifications

- a. The Contractor shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor 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 the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation. Exceptions to the platform construction requirements above may be granted by the City Debris Manager.
- b. 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 the City Debris Manager due to unsuitable conditions at the tower.

34. Facilities at DMS Locations

The Contractor shall provide as many ADA compliant portable toilets as designated by the City at each dumpsite for the use of City 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 the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation

35. Ownership of Debris

- a. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor shall 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, the City 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 the City. Any items requiring disposal at special facilities shall 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.

- b. 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 this contract unless specifically directed by the City. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.
- c. 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. The Contractor shall receive a copy of this letter and together with the Monitoring Firm and City; a final disposal plan will be established.

36. Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMS. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS 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.
- c. The Contractor 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 the City Debris Manager. The Contractor shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

- e. The Contractor shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

37. Documentation and Measurement

- a. Contractor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- b. All trucks used for collection and hauling of eligible debris from the City ROW to City approved DMS or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City 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 the City 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 City authorized representative each time it returns to work from other contracts or communities.
- c. The Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- d. Load tickets will be provided by the Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. City or its authorized representative for recording volumes of debris removal. Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates. 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 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 (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or illegible load or unit rate tickets submitted for payment. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the

City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City approved Final Disposal Site. The Contractor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

- e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:
- ROW Vegetative Debris Removal
 - ROW C&D Debris Removal
 - Demolition, Removal, Transport and Disposal of Non-RACM Structures
 - Demolition, Removal, Transport and Disposal of RACM Structures
 - Haul-out of Reduced Debris to a City Approved Final Disposal Site

38. Final Project Close Out

Upon final inspection of the project by the City, the 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.

Award

The City, at its sole discretion, may award one or more contract(s). If more than one award is made, the highest ranked firm will be awarded a primary contract, and the next highest ranked firm will be awarded a secondary contract.

Contract Term

The resulting contract(s) will be for an initial term of three (3) years with two (2), one (1) year renewal options.

Termination for Convenience

City may, at any time and for any reason, terminate consultant's services and work at City's convenience. Upon receipt of such notice, consultant shall, unless the notice directs otherwise,

immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of the agreement. Upon such termination, consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with the agreement; plus, (2) such other costs actually incurred by consultant as permitted by the contract and approved by City.