

**CONTRACT FOR DISASTER DEBRIS MANAGEMENT (REMOVAL SERVICES)  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political  
subdivision of the State of Florida, hereinafter referred to as "County", and Phillips & Jordan, Inc.,  
a Tennessee Profit Corporation, whose principle office address is located at 10201 Parkside  
Drive, Suite 300, Knoxville, Tennessee 37922, hereinafter referred to as "Contractor":

WHEREAS, the County intends to set up a plan for Disaster Debris Management  
(Removal Services) in the event of a disaster; and

WHEREAS, the County requires certain contracted services in connection with Disaster  
Debris Management (Removal Services) operations; and

WHEREAS, said services are more fully described in the Scope of Services, Attachment  
"A", which is attached hereto and made a part hereof; and

WHEREAS, the Contractor desires to render certain Disaster Debris Management  
(Removal) services as described in the Scope of Services, and has the qualifications, experience,  
staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance  
with the applicable provisions of Chapter 287, Florida Statutes, the applicable provisions of 2  
CFR 200, and in accordance with the requirements of law and County policy, has determined that  
it would be in the best interest of the County to award a contract to Contractor for the rendering of  
those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter  
contained, the parties hereto agree as follows:

Initials\_\_\_\_\_

## **ARTICLE 1 - EMPLOYMENT OF CONTRACTOR**

The County hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services set forth in the Scope of Services.

## **ARTICLE 2 - SCOPE OF SERVICES**

**2.1** Contractor shall provide Disaster Debris Management (Removal) services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.

## **ARTICLE 3 - FEDERAL CONTRACT PROVISIONS**

### **3.1 Suspension and Debarment (§200.213)**

CONTRACTOR(s) with Nassau County are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

### **3.2 Procurement of recovered materials (§200.322)**

Nassau County and its CONTRACTOR(s) shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Initials\_\_\_\_\_

**3.3 Equal Employment Opportunity Clause (§60-1.4)**

A. During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- 1) The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

Initials\_\_\_\_\_

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.

- 4) The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR(s) shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Initials\_\_\_\_\_

- 7) In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Sub-CONTRACTOR(s) or bidder. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or bidder as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

**3.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40

Initials\_\_\_\_\_

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**3.5 Rights to inventions (37 CFR PART 401)**

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**3.6 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Initials\_\_\_\_\_

**3.7 Energy Policy and Conservation Act (42 U.S.C 6201)**

CONTRACTOR(S) shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

**3.8 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTOR(s) must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the secretary of Labor. In addition, CONTRACTOR(s) must be required to pay wages not less than once a week.

**3.9 Compliance with Copeland "Anti-Kickback"**

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 ("Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), as may be applicable. The Act provides that each CONTRACTOR(s) or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of Public work, to give up any part of the compensation to which he or she is otherwise entitled.

Initials\_\_\_\_\_

B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

**3.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**3.11 Termination for Convenience**

This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Contractor. In such event, the Contractor shall be paid its compensation for services performed prior to the termination date. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor is liable to the County for any and all loss pertaining to this termination.

Initials\_\_\_\_\_



### **3.12 Termination for Cause**

If the Contractor fails to comply with any of the terms and conditions of the awarded contract, Nassau County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Nassau County may, with no further notice, declare the awarded contract to be terminated. The Contractor shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Nassau County by reason of the Contractor's failure to comply with the awarded contract.

Notwithstanding the above, the Contractor is not relieved of liability to Nassau County for damages sustained by Nassau County by virtue of any breach of this Contract by the Contractor and Nassau County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due Nassau County from the Contractor is determined.

### **ARTICLE 4 - THE COUNTY'S RESPONSIBILITY**

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Contractor's services. The County hereby designates Emergency Management to act on the County's behalf with respect to the Scope of Services. The Director of Emergency Management, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Contractor's services.

### **ARTICLE 5 - TERM OF AGREEMENT**

The term of this Agreement shall be for a three (3) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual

Initials\_\_\_\_\_

agreement between both parties. Any extension of performance period under this provision shall be in two (2) additional one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Contractor.

## **ARTICLE 6 - COMPENSATION**

**6.1** The County shall pay Contractor in accordance with the fees contained in the Fee Schedules which is attached hereto as Attachment "B" and Attachment "C" and incorporated herein as if set forth in full.

**6.2** Contractor shall prepare and submit to the Emergency Management Department, for approval, a monthly invoice for the services rendered under this Agreement. The invoices must contain the following items:

- a. Verifiable cubic yard load tickets
- b. Subcontractor's invoices, including the verified load receipt
- c. Summary sheet indicating, by day, the individual load receipt and invoice amounts.

Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefor.

Initials\_\_\_\_\_

**6.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

**6.4** Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

**6.5** Payment to the contractor will not be contingent on funding from any source. The County will apply for reimbursement for eligible costs to the Federal Emergency Management Agency (FEMA) and may be responsible for any local match requirements

**6.5** Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates are set forth in Attachment "B".

## **ARTICLE 7 - STANDARD OF CARE**

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Contractor shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

## **ARTICLE 8 - DOCUMENTS**

The documents which comprise this Agreement between the County and the Contractor are attached hereto and made a part hereof and consist of the following:

**8.1** This Agreement;

**8.2** The Scope of Services attached hereto Attachment "A";

Initials\_\_\_\_\_

- 8.3** Fee Schedules attached hereto as Attachment “B” and Attachment “C”;
- 8.4** General Information and Insurance Requirements- Exhibit “1”
- 8.5** Any work authorizations, written amendments, modifications or addenda to this Agreement.

## **ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the work to be performed under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

## **ARTICLE 10 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Contractor represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

## **ARTICLE 11 - INDEMNIFICATION**

Contractor shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor, in the performance of the contract.

## **ARTICLE 12 - INDEPENDENT CONTRACTOR**

Contractor undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County

Initials\_\_\_\_\_

shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Contractor shall work closely with the County in performing services under this Agreement.

### **ARTICLE 13 – EXTENT OF AGREEMENT**

**13.1** This Agreement represents the entire and integrated agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreement, either written or oral.

**13.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

### **ARTICLE 14 - COMPLIANCE WITH LAWS**

In performance of the services, Contractor will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

### **ARTICLE 15 - INSURANCE**

**15.1** The Contractor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Contractor, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Exhibit “1”.

### **ARTICLE 16 – ACCESS TO PREMISES**

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

Initials\_\_\_\_\_

## **ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Contractor shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Contractor's performance of the Services to be proprietary unless such information is available from public sources. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

## **ARTICLE 18 - UNCONTROLLABLE FORCES**

**18.1** Neither the County nor Contractor shall be considered in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**18.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

Initials\_\_\_\_\_

## **ARTICLE 19 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

## **ARTICLE 20 - MISCELLANEOUS**

**20.1 Non-waiver:** A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**20.2 Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **20.3 PUBLIC RECORDS**

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, [DMOODY@NASSAUCOUNTYFL.COM](mailto:DMOODY@NASSAUCOUNTYFL.COM), 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

Initials\_\_\_\_\_

reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**20.4** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

## **ARTICLE 21 - SUCCESSORS AND ASSIGNS**

The County and Contractor each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

## **ARTICLE 22 - CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Initials\_\_\_\_\_



## **ARTICLE 23 - OWNERSHIP OF DOCUMENTS**

Contractor shall be required to work in harmony with other Contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

## **ARTICLE 24 - FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 25 - NOTICE**

**25.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

### **COUNTY**

Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
904-530-6040  
Fax: 904-321-2658  
ghagins@nassaucountyfl.com

With a copy to the County Attorney at the same address.

### **CONTRACTOR:**

Phillips & Jordan, Inc.  
10201 Parkside Drive, Suite 300  
Knoxville, Tennessee 37922

Initials\_\_\_\_\_

865-688-8342

[disasterservices@pandj.com](mailto:disasterservices@pandj.com)

**25.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**25.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

#### **ARTICLE 26-DISPUTE RESOLUTION**

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

Initials\_\_\_\_\_

**ARTICLE 27-PRIVATE WORK**

The CONTRACTOR(s) and any sub-CONTRACTOR(s) shall be prohibited from performing private work in Nassau County while actively engaged in delivering services under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,  
Board of County Commissioners**

\_\_\_\_\_  
Pat Edwards  
Its: Chair

Date: \_\_\_\_\_

ATTEST TO CHAIR  
SIGNATURE

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

\_\_\_\_\_  
MICHAEL MULLIN

Initials\_\_\_\_\_

ATTEST:

**Phillips & Jordan, Inc**

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: \_\_\_\_\_

## CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

\_\_\_\_\_, of, \_\_\_\_\_

A \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Notary Public  
State of Florida at Large

Print, Type or Stamp  
Name of Notary Public

- ☐ Personally known to me or
- ☐ Produced Identification

Type of I.D. Produced

- ☐ ☐ DID take an oath, or
- ☐ ☐ DID NOT take an oath.

Initials

**EXHIBIT A**  
**SCOPE OF WORK**

**1. INTRODUCTION**

- A. The County desires to retain a qualified and experienced disaster and debris management (removal service) provider(s) for preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation within the unincorporated areas of the County. The CONTRACTOR(s) shall be responsible for the performance of all of the requirements of this scope of services as ordered by the County. When notified, the CONTRACTOR(s) representative shall be physically present at the Nassau County Emergency Operations Center within six (6) hours. The County may select multiple bidders to provide the level of capability determined necessary.
- B. **NOTE:** Within this scope of work the term **shall** will be utilized as an interchangeable term used to indicate either a mandatory element or a bidder capability element of the scope of work which the County may or may not utilize at their option given the depth and scope of each disaster impact to the county.
- C. The emphasis of this scope of work shall be to ensure:
1. Worker and public safety as a TOP PRIORITY of ALL operations;
  2. Effective coordination of ALL operations and how one interrelates to the other;
  3. Expedient and effective emergency movement of debris during the first 72 hours post disaster, seeking to facilitate emergency ingress/egress of first responders search and rescue, fire suppression, and law enforcement efforts;
  4. The County has every opportunity to maximize ALL governmental reimbursement programs and any timeline based incentive programs.
- D. Successful bidders shall be prohibited from simultaneously engaging in a contractual relationship with the County where the bidder is providing services of Debris Management (removal Services), Debris Monitoring, or Recovery (Public Assistance Consulting Services). No bidder may appear on a resulting ranking list for any two of the above RFP solicitations.
- E. The CONTRACTOR(s) shall be duly licensed in accordance with the State of Florida statutory and regulatory requirements to perform the work. The CONTRACTOR(s) shall obtain all permits necessary to complete the work. The CONTRACTOR(s) shall be responsible for determining what permits are necessary to perform the work. Copies of all permits shall be submitted to the County Manager, their designee, or the Nassau County Director of Emergency Management.
- F. The CONTRACTOR(s) shall provide the requested services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to: Tornadoes, Hurricanes, flooding, severe weather events or any other natural or manmade disaster or emergency.
- G. The CONTRACTOR(s) shall provide all equipment, supplies, plans, procedures, and personnel necessary to complete both pre-disaster and post-disaster situations, as well as, any other services required to complete this project. Activities include, but are not limited to: field operations; emergency roadway clearance; debris pickup; hauling and removing; staging and reduction; temporary debris storage site management; removal of vessels, trailers, and vehicles and

Initials\_\_\_\_\_

overall debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads clearance priorities shall be assigned by the County Project Manager and direction given to the CONTRACTOR(s) for roads and limits for which the CONTRACTOR(s) shall be responsible. The County, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

- H. The total number of actual hours worked by each crew shall be according to the needs of the County Manager, their designee, or the Nassau County Director of Emergency Management. It is estimated that each crew shall work a minimum 10 hours per day, seven days per week. No guarantee of minimum hours is implied or expressed. Services required shall be determined by the County.
- I. The CONTRACTOR(s) Representative shall coordinate daily with the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor. The CONTRACTOR(s) Representative shall have the authority to act on behalf of the CONTRACTOR(s) to address and resolve issues that may arise during the course of this work.
- J. The CONTRACTOR(s) shall conduct debris removal during daylight hours only, seven days per week, unless otherwise approved in writing (no minimum hours guaranteed), unless otherwise approved, requested, or extended in writing. The CONTRACTOR(s) shall be capable of conducting cut and toss services twenty-four hours a day for the first seventy-two hours post disaster. The CONTRACTOR(s) shall be responsible for coordinating with the County Manager, their designee, or the Nassau County Director of Emergency Management in the event weather conditions delay or modify the proposed daily schedule.
- K. The CONTRACTOR(S) shall provide proper documentation to the County as required by FHWA, FEMA or other federal national disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the County from the appropriate federal agency.
- L. The CONTRACTOR(S) shall be responsible for determining what permits are necessary to perform under this contract and obtain all permits necessary to complete all work herein. Copies of all permits shall be submitted to the County prior to the commencement of work assignment.
- M. The work shall begin upon a verbal Notice to Proceed (NTP) from the County Manager, their designee, or the Nassau County Director of Emergency Management which shall be followed by a written authorization from the County. No guarantee of minimum or maximum amounts per bid item is made or implied by the County under this agreement. No adjustment to bid prices shall be considered due to the increases or decreases in estimated quantities.
  - 1. FEMA Disclaimer:
    - a. This contract and pricing shall be made available to other governmental agencies within Nassau County, including Constitutional Offices, School Boards, Tax District Authorities and municipality;
    - b. Notice shall be provided to Nassau County of all contracts for service secured within Nassau County.
    - c. Any negotiated additional services shall be made available to Nassau County.

## 2. **DEFINITIONS**

**ADMS** - Automated Debris Management System

Initials\_\_\_\_\_

**Beach Sand** - Atlantic Ocean beach sand which contains fragments of sea shell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of wind and water abrasion.

**BOCC** - The Nassau County Board of County Commissioners, the duly elected governing board of the County.

**C&D** - Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick, carpet, drywall, etc.

**Chipping** - Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

**Citizen's Disposal Sites (CDS)**- Temporary Debris Storage Site(s), located at various points within the County for the gathering, storage of debris related to a severe weather event or any other natural or manmade disaster or emergency, designated specifically for Citizen's to bring collected vegetative debris. HTW and C&D debris shall NOT be accepted at these sites.

**Collection Coordinator** – Nassau County Public Works Director or designee

**CONSULTANT(s)** – The consultant(s) which have been awarded a contract by the County to oversee and monitor the activities of the CONTRACTOR(s) as the agent of the County, consistent with FEMA guidelines.

**CONTRACTOR(s)** – The contractor(s) which have been awarded a contract by the County to manage and remove debris within the geographic boundaries of Nassau County, Florida

**CONSULTANT(s) Project Manager** - The individual with the overall responsibility of monitoring the CONTRACTOR(S) disaster recovery and debris management (removal services) activities

**CONTRACTOR(s) Representative** – The trained and qualified individual assigned to work in and physically located during entire Alpha and Bravo shifts in the EOC. This individual represents and coordinates the CONTRACTOR(s) working in the field and reports to the Infrastructure Branch Director who shall be a designee of the County Manager.

**DDMP** – Disaster Debris Management Plan

**Debris, Burnable** - Scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property. These items are considered burnable.

**Debris Clearance** - Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

**Debris Disposal** - Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.

**Debris Manager** – (DM) the Nassau County Public Works Director or designee

**Debris Removal** - Picking up debris and taking it to a temporary storage site or permanent landfill.

**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.

Initials\_\_\_\_\_

**Eligible Debris** – All debris resulting from the incident required to be removed, hauled and disposed of as defined by FEMA. as determined by FEMA 325, Public Assistance Debris Management Guide means debris resulting from a Presidentially-declared disaster where removal, as determined by the County Manager or his 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 the economic recovery of the affected community to the benefit of the community at large.

**EOC** - Emergency Operations Center, located in Nassau County, Florida at location(s) designated by the County.

**Federal Aid Eligible Roads** - Roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

**FDEP** - Federal Department of Environmental Protection.

**FDOT** - Florida Department of Transportation.

**FEMA** - Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.

**FFWC** - Florida Fish and Wildlife Commission.

**FHWA** - Federal Highway Administration

**Garbage** - Waste that is regularly picked up by the government agency. Example: food, plastics, wrapping, papers.

**Government Debris Management Sites** - Any site approved by the County for debris collection and/or reduction, including TDSRS's and Citizen Disposal Sites.

**Hazardous Waste** - Material 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 Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive.

**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 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, propane gas cylinders.

**HTW** - Hazardous and/or Toxic Waste including, but not limited to mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled, etc.

**Incident** - Each disaster for which a Notice to Proceed is issued. In the event of multiple incidents occurring during ongoing recovery operations, the CONTRACTOR(S) shall not be paid for mobilization unless additional TDSRS's are required due to the subsequent incident.

Initials\_\_\_\_\_



**LSA** - Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

**Monitoring Consultant** - The Consultant under contract with the County to provide oversight and management of disaster recovery and debris removal CONTRACTOR(S) S.

**Mulch** - The end product of the chipping or grinding of wood products.

**Non-Burnable Debris** - Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.

**NTP** - Notice to Proceed, official written notice from the County Manager or designee instructing the CONTRACTOR(S) to proceed with disaster recovery and debris removal activities as specified.

**Recycling** - The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value.

**ROW** - Right of Way, including the land to which the County has title, or right of use, for the road and its structures and appurtenances.

**Shall** – this shall be an interchangeable term used to indicate either a mandatory element or a bidder capability element of the RFP which the County may or may not utilize at their option given the depth and scope of each disaster impact to the county

**Storage Site/TDSR** - A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.

**Stumps** - Tree stumps with base cut measurements less than 2 feet in diameter shall be disposed of with the same methods used for other burnable debris. Tree stumps larger than 2 feet in diameter shall be disposed of by either splitting and burning or chipping/grinding. The method shall be at the discretion of the Contractor.

**TDSRS** - Temporary Debris Storage and Reduction Site(s), including citizen disposal site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

**White Goods** – including, but not limited to refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.

**Work Sites** – Any location at which the CONTRACTOR(S) is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

### **3. TRAINING REQUIREMENTS AND EXERCISE PARTICIPATION**

At the County's option and at NO COST to the County, the Bidder(s) (CONTRACTOR(s)) who appear on any resulting ranked listing agree that by making a submission to this RFP and their acceptance to be placed on a resulting ranked listing they shall:

- A. Physically meet with Nassau County Emergency Management in their offices in the month of May of each year for the purposes of pre-hurricane season coordination.

Initials\_\_\_\_\_

- B. Within six (6) months of acceptance of this agreement and annually in the month of May thereafter, the CONTRACTOR(s) appearing on the ranked listing shall participate in the development, maintenance, and annual review of the County Debris Management Plan. As a result of this effort, the CONTRACTOR(s) shall further submit annually to the County their policies and procedural plan of its anticipated operations developed from the information contained in the County Debris Management Plan. At a minimum, the CONTRACTOR(S) plan shall provide detailed communications and information dissemination strategies, as well as how operations shall be coordinated and accomplished, and thereby resulting in a signed agreement between the County and the CONTRACT(s).
- C. Participate in the county's annual hurricane exercise as the "debris CONTRACTOR(s)". As part of this exercise, the CONTRACTOR(s) participation may include functional or full-scale exercises. However, the CONTRACTOR(s) shall not be expected to provide anything other than realistic simulated participation. During any such exercise(s) the CONTRACTOR(s) shall include CONTRACTOR(s) provided training in the use of its data management system.
- D. ALL CONTRACTOR(s) shall be required to have at least one representative physically present in the Emergency Operations Center (EOC) during the referenced exercises above, as well as subsequent to a Notice to Proceed (NTP) in actual disaster activations. These representatives shall be required to provide and demonstrate proof of certified training which is current with FEMA National Incident Management System (NIMS) standards for those working in an EOC, to include at a minimum: IS 100, IS 200, IS 700, IS 800, ICS 300, and ICS 400

#### 4. **MOBILIZATION AND PERFORMANCE SCHEDULE**

- A. CONTRACTOR(s) shall provide continuous services, per the rates proposed and for the period specified in the Notice to Proceed. CONTRACTOR(s) shall mobilize a staff of sufficient size as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management to adequately manage debris operations. During this period, the County Manager, their designee, or the Nassau County Director of Emergency Management shall mutually provide daily updates on debris to be removed and estimate the time remaining for job completion. CONTRACTOR(s) shall have one (1) trained and qualified representative physically located in the Nassau County Emergency Operations Center (EOC) no later than six (6) hours subsequent to the Notice to Proceed (NTP). **For Emergency "First-Push" / Road Clearance/ aka: "Cut and Toss," contractor shall maintain this physical representation at the EOC, 24 hours a day, with no individual working any longer than a twelve (12) hour shift.** Where not otherwise specified the Bidder shall indicate the timeframes required to mobilize their capabilities as part of their RFP submission. This shall be a basis of scoring and any future determination of a failure to perform.
- B. The County may take such other actions as necessary to address the failure of the CONTRACTOR(s) to mobilize resources on the schedule required by the County.

#### 5. **EMERGENCY "FIRST-PUSH" / ROAD CLEARANCE/aka: "CUT AND TOSS"**

- A. A priority in any disaster is to clear County roads and streets to allow emergency vehicle ingress/egress and ultimately safe motorist passage depending on the severity of the disaster and the availability of County equipment. The County Manager, their designee, or the Nassau County Director of Emergency Management shall notify the CONTRACTOR(s) as part of the Notice to Proceed (NTP) if the following services shall be needed; should this service be requested, while

Initials\_\_\_\_\_

not guaranteed, it shall be the intent of the County to give a NTP at least twenty-four (24) to thirty-six (36) hours prior to disaster impact, to facilitate timely arrival of CONTRACTOR(s). As part of their proposal, Bidder shall provide time, equipment, and material rates for this work as part of their submission, which shall be based upon the two subsequent paragraphs.

- B. CONTRACTOR(s) shall be capable of being fully operational to engage EMERGENCY "FIRST-PUSH" / ROAD CLEARANCE/aka: "CUT AND TOSS" operations. CONTRACTOR(s) shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from transportation routes as identified by and directed by the County. Time and material rate shall be applicable for any emergency push completed within seventy-two (72) working hours immediately following locally declared disaster event; this time period may be reduced or extended at the discretion of the County.
- C. Upon the County's declaration of Local State of Emergency (LSE), and at the sole discretion of the County, CONTRACTOR(s) shall be capable of providing and shall stage eight (8) Cut and Toss Task Forces sufficient to accommodate twenty-four (24) hour a day operations (two (2) twelve (12) hour Alpha/Bravo shifts). Both shifts shall be equipped and staffed utilizing at a minimum of eight (8) front end loaders each with two (2) certified operators, sixteen (16) two-person certified chainsaw crews with equipment and safety gear, sixteen (16) Crew Chiefs/Safety Officers to oversee each Cut and Toss Task Force; this shall form up eight (8) Cut and Toss Task Forces one (1) for each twelve (12) hour shift. A minimum of eight (8) Cut and Toss Task Forces (*first shift, aka: Alpha Shift*) with equipment shall arrive and stage at the County's Emergency Operations Center (EOC) or other designated County facility by the designated time given during NTP notification from the County, with the remaining personnel (*second shift, aka: Bravo Shift*) arriving no later than twelve (12) hours subsequent to the NTP, or as otherwise stipulated. For safety purposes, at no time shall any of the personnel assigned and forming these teams work longer than twelve (12) hours in any given twenty-four (24) hour period. These teams, to include front-end loaders and operators, crew chiefs/safety officers and chain saw operators, shall remain within the County for the duration of the storm event and shall begin emergency push/road clearance operations as soon as the County determines that conditions are safe to do so. The aforementioned front-end loaders shall be of a size and condition appropriate to a successful operation. Operations shall be coordinated via the CONTRACTOR(s) EOC representative (to be known as the Cut and Toss Group Supervisor, reporting directly to the Infrastructure Branch Director in the EOC).
- D. The CONTRACTOR(S) shall NOT engage in debris collection or removal as a part of the EMERGENCY "FIRST-PUSH" / ROAD CLEARANCE/aka: "CUT AND TOSS".
- E. All vegetative debris (trees, limbs and branches) shall be pushed/moved to the side of the roadway as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management, with an initial emphasis of clearing at least ONE roadway lane for emergency response personnel, and later pushing ALL roadway lanes to facilitate the return of Nassau County citizens to their homes and businesses.
- F. Move other types of debris (appliances, household items and construction and demolition [C&D]) in roadways to the County's rights-of-way as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.

Initials\_\_\_\_\_

- G. Move, cut, and toss debris from private property under certain emergency conditions or other special circumstances exist as determined by the County to an imminent threat to life, safety, and health to individuals or the general public which must be actually documented and present on private property at the time of County approval for the Contractor(s) to proceed
- H. Privately owned property or roads shall only be cleared as required when public safety is at risk, and only with prior written authority from the County Manager, their designee, or the Nassau County Director of Emergency Management. Photos shall be taken showing the conditions that present a risk to public safety. Documentation for eligibility shall be provided by the CONTRACTOR(s) as the basis for a task order as detailed in the Cut and Toss Plan submitted by the CONTRACTOR(s).
- I. No debris shall be moved to or be stored on private property at any time without proper authorization from the County Manager, their designee, or the Nassau County Director of Emergency Management. Under no circumstances shall debris be moved to a public right of way in such a manner as to result in a hazard to the public.
- J. All motor vehicles and other major equipment used by the selected CONTRACTOR(s) to do work shall be clearly identified with the name of their company. Prior to commencing operations, the CONTRACTOR(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.
- K. No guarantee of minimum number of crews is implied or expressed and payment for services shall only be made for actual work performed as required by the County Manager, their designee, or the Nassau County Director of Emergency Management. However, Bidder(s) proposal shall be reviewed in part on expediency of mobilization.
- L. All equipment shall be in compliance with the bid specifications and all applicable federal, state, and local rules and regulations. The CONTRACTOR(s) shall provide all labor, services, equipment, materials, and supplies necessary to cut and toss all brush, tree parts, non-burnable debris and C&D debris from the County roadways to the public rights-of-way and public property as designated by the County Manager, their designee, or the Nassau County Director of Emergency Management.
- M. The CONTRACTOR(s) shall not cut "hangers" or cut any trees, perform stump removal or grinding, without the prior written consent of the County Manager, their designee, or the Nassau County Director of Emergency Management. The County Manager, their designee, or the Nassau County Director of Emergency Management shall be responsible for directing any emergency tree removal from County's rights-of-way. Any damaged tree, whether on County rights-of-way or on private property, that poses a threat to public safety (including critical utilities) could be removed as directed by the County. This includes "hangers" leaning trees, and limbs associated with such a tree.

Initials\_\_\_\_\_

- N. Due to the emergency nature of this work, the CONTRACTOR(s) shall notify the County Manager, their designee, or the Nassau County Director of Emergency Management of major problems, such as equipment failure or loss of qualified labor, as soon as it occurs.
- O. The County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor shall monitor all CONTRACTOR(s) operations.
- P. The County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor shall also have roving monitors who shall observe CONTRACTOR(s) operations to ensure that only eligible operations are conducted at the specified locations as designated.
- Q. The work area includes various locations throughout the County. Maps and locations shall be made available by the County subsequent to the Notice to Proceed.
- R. Work location and assignments of all contractual crews shall be continually coordinated with the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor if activated. CONTRACTOR(s) shall report to the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor prior to the start of each EOC operational period.
- S. The CONTRACTOR(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of federal and local government or agencies.
- T. The CONTRACTOR(s) shall provide a "Cut and Toss" operations plan for review and approval by the County Manager, their designee, or the Nassau County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:
  - 1. Concept of Operations;
  - 2. Personnel management, to include point of contact, organizational chart, etc.;
  - 3. Traffic control procedures;
  - 4. Operational security plan;
  - 5. Operational safety plan;
  - 6. Environmental impact mitigation plan, to include a hazardous materials identification, reporting, handling, and containment plan, and additional plans for other hazards, to include considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as may be appropriate.

## **6. DEBRIS COLLECTION**

- A. The CONTRACTOR(S) shall be responsible for debris collection activities including, but not limited to furnishing all labor, materials and equipment to accomplish the following tasks:
  - 1. Chip vegetative debris (limbs and branches) at the pick-up site and haul the resulting chips to a designated final disposal site as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.

Initials\_\_\_\_\_

2. The CONTRACTOR(s) shall be required to grind daily. Debris hauled in shall be chipped within forty-eight (48) hours.
3. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the County that the last load of debris has been delivered.
4. Operate vegetative debris volume reduction at the temporary vegetative staging site as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management. Volume reduction may be by chipping and grinding or air curtain incineration. The County Manager, their designee, or the Nassau County Director of Emergency Management shall select the method to be used based on environmental considerations as well as all applicable federal, state and local rules and regulations.
5. Remove non-burnable debris (appliances, household items) and construction and demolition (C&D) debris, and E-Waste from the County's rights-of-way and public property to a temporary non-burnable debris staging site or to a permitted landfill site or recycling center as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.
6. Remove debris from private property under certain conditions as determined by the County should an imminent threat to life, safety, and health to the general public be present on private property, or should other special circumstances exist. Clearing, removing and transporting debris from the public right-of-way, all County owned property, streets and roads. As directed by the County, remove unsafe and damaged sidewalks and other damaged infrastructure from the public ROW and return area back to grade.
7. Privately owned property or roads shall be cleared as required when public safety is at risk, but only with prior written authority from the County Manager, their designee, or the Nassau County Director of Emergency Management. Photos shall be taken showing the conditions that present a risk to public safety. Documentation for eligibility shall be provided as the basis for a task order detailed in the Debris Management Plan.
8. Establishment, management and operation of approved County Government debris management sites (TDSRS and CDS) to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.
9. Demolition and removal of condemned structures and buildings and any other construction debris. The CONTRACTOR(S) shall remove and haul all construction and demolition debris from the designated work zone directly to an appropriately permitted landfill. No C&D debris shall be stored at a TDSRS or Citizen Disposal Site.
10. The removal of fallen trees that originate from within the ROW and those which extend onto the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.
11. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the event in coordination with State and Federal agencies.
12. Removal of sand, earthen and foreign materials from roads, streets, bridges and rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage infrastructure; screening sand and returning clean sand to beaches or other designated sites, as directed by the County.
13. Cleaning and opening of enclosed drainage systems, as directed by the County.
14. The CONTRACTOR(s) shall attend any and all meetings required by the County Manager, their designee, or the Nassau County Director of Emergency Management to evaluate the debris removal and disposal operations.
15. The CONTRACTOR(s) shall provide sufficient personnel and management to assure the requirements and specifications of work meets the requirements of this contract. The work

Initials\_\_\_\_\_

- shall be closely monitored by the County Manager, their designee, or the Nassau County Director of Emergency Management or designated representative.
16. No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the County Manager, their designee, or the Nassau County Director of Emergency Management. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right of way in such a manner as to result in a hazard to the public.
  17. All motor vehicles and other major equipment used by the selected CONTRACTOR(s) to do work shall be clearly identified with the name of their company. Prior to commencing operations, the CONTRACTOR(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.
  18. No guarantee of minimum number of crews is implied or expressed and payment for services shall only be made for actual work performed as required by the County Manager, their designee, or the Nassau County Director of Emergency Management. However, Bidder(s) proposal shall be reviewed in part on expediency of mobilization.

## **7. DEBRIS REMOVAL**

- A. The CONTRACTOR(s) shall submit to the County Manager, their designee, or the Nassau County Director of Emergency Management, a typed listing that indicates the type of vehicle, make, model, license plate number, driver's name, equipment identification number and measured interior volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The CONTRACTOR(s) and County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard, for example:  $<18.5 \text{ CY} = 19 \text{ CY}$  and  $> 18.4 \text{ CY} = 18 \text{ CY}$ . The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment for the duration of the disaster work.
- B. Prior to commencing operations, the CONTRACTOR(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. For those trucks, trailers, and other equipment intended to haul debris, the maximum volume, in cubic yards, of load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.
- C. The County desires that the CONTRACTOR(s) maximizes the use of self-loading trucks equipped with grapples or loaders with grapple attachments (in non-alley operations) to reduce potential collateral damage and to expedite the cleanup operation. Small hand load operations are discouraged.
- D. All equipment shall be in compliance with the bid specifications and all applicable federal, state, and local rules and regulations. The CONTRACTOR(s) shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, non-burnable debris and C&D debris from the County rights-of-way and public property. All vegetative debris shall be hauled to a TDSR as designated by the County Manager, their designee, or the Nassau County Director of Emergency Management. All non-burnable debris and C&D debris shall be hauled to a

Initials\_\_\_\_\_

designated temporary debris staging site or permitted landfill or recycling center as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.

- E. The CONTRACTOR(s) shall not trim “hangers” or cut any trees, perform stump removal or grinding, without the prior written consent of the County Manager, their designee, or the Nassau County Director of Emergency Management. The County Manager, their designee, or the Nassau County Director of Emergency Management shall be responsible for directing tree removal from County’s rights-of-way. Any damaged tree, whether on County rights-of-way or on private property, that poses a threat to public safety (including critical utilities) shall be removed as directed by the County. This includes “hangers” leaning trees, and the stumps associated with such a tree.
- F. Work shall consist of as many passes as necessary, unless otherwise directed by the County Manager, their designee, or the Nassau County Director of Emergency Management, to collect all of the brush, tree parts, non-burnable debris, and C&D debris set out by residents for collection within the rights-of-way from both sides of the roadway.
- G. The CONTRACTOR(s) shall notify the County Manager, their designee, or the Nassau County Director of Emergency Management of major problems, such as equipment failure or loss of qualified labor, on a daily basis.
- H. The County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor shall monitor all CONTRACTOR(s) operations. Each truck driver shall be given load tickets that validate where the material originated. The quantity of debris hauled shall be estimated at the disposal site by the County or Debris Monitor. The estimated quantity shall be recorded on the load ticket and a copy of the load ticket shall be given to the truck driver.
- I. The County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor shall also have roving monitors that shall observe CONTRACTOR(s) operations to ensure that only eligible debris is removed from the specified locations as designated. Trucks that are observed picking up material outside of the designated rights-of-way, or that is ineligible, shall have all loads hauled that day deducted and the load tickets invalidated.
- J. The CONTRACTOR(s) shall be prepared to provide chipping equipment and crew to conduct on-street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris clearing equipment. Locations of on-street chipping operations shall be identified by the County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor. The on-street chipping crews shall consist of a combination of equipment and personnel.
- K. If required, all limbs, branches, foliage, etc. in inaccessible areas shall be chipped on site using a hand fed chipper. Chips and other tree debris shall be collected and hauled away from work areas by the CONTRACTOR(s) immediately following completion of the work to a final disposal site as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.
- L. The work area includes various locations throughout the County. Maps and locations shall be made available with the Notice to Proceed.
- M. Work location and assignments of all contractual crews shall be coordinated daily with the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor. CONTRACTOR(s) shall report at the start of each workday to the County

Initials\_\_\_\_\_



Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor.

- N. The CONTRACTOR(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of federal and local government or agencies.
- O. Movement of sand, earthen and foreign materials from roads, streets, bridges or other designated sites, as directed by the County.
- P. Opening of enclosed drainage systems, as directed by the County, where such actions make roadways passible.
- Q. The CONTRACTOR(s) shall provide a "Debris Removal" operations plan for review and approval by the County Manager, their designee, or the Nassau County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:
  - 1. Concept of Operations;
  - 2. Personnel management, to include point of contact, organizational chart, etc.;
  - 3. Traffic control procedures;
  - 4. Operational security plan;
  - 5. Operational safety plan;
  - 6. Environmental impact mitigation plan, to include a hazardous materials identification, reporting, handling, and containment plan, and additional plans for other hazards, to include considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as may be appropriate.

**8. MANAGEMENT, PROCESSING AND LOADING OF ALL ELIGIBLE DEBRIS AND/OR RESIDUE AT THE TDSRS & CDS**

- A. Preparation and layout of site; management, maintenance and operation of the TDSRS, including but not limited to; the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities services, lighting, ash and HTW containment areas, fire protection, permits, environmental monitoring, and safety measures; loading of reduced/stored debris and initiation of load tickets for final disposition; and closure and remediation of the TDSRS.
- B. The CONTRACTOR(s) shall be responsible for establishment, management, maintenance, and loading of all eligible debris and/or residue at all Citizen Disposal Sites (CDS) for transfer to TDSRS and for the reduction and loading for final disposal.
- C. Responsible for constructing and maintaining an all-weather road for access to the TDSRS and other debris collection sites. The County's responsibility for any road maintenance and support ends at the right-of-way line.
- D. Responsible for providing/constructing approved, new inspection towers; the construction of towers shall comply with all applicable building codes. The floor area shall be 64 sq. ft. and support a minimum of 900 lb. weight load and shall be covered by a solid, hardtop roof. Steps shall be provided with handrail access.

Initials\_\_\_\_\_

- E. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, State and local laws, ordinances, regulations and standards. Also, the CONTRACTOR(S) shall segregate operations within each site.
- F. All equipment used in the performance of this contract shall be in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to, grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning and accurate hour meter.
- G. Provide Maintenance of Traffic (MOT) at all times in accordance with current County Design Standards and FDOT Standards, to include off duty law enforcement as needed. Compensation for MOT shall be included as noted in Exhibit C.
- H. Comply with the County regarding restrictions of work hours (school zones, peak hours, residential zones).
- I. Ensure all employees (CONTRACTOR(s) and Sub-CONTRACTOR(s)s) have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- J. Coordinate with utility companies, as required, to permit safe removal of debris and to prevent blockage of critical utility devices.
- K. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or broom and grapple devise to remove the load debris. The CONTRACTOR(s) shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.
- L. The CONTRACTOR(s) shall repair any damage caused by the CONTRACTOR(s) equipment in a timely manner at no expense to the County.
- M. The CONTRACTOR(s) shall take digital photos of any damages caused by his/her operations and provide digital copies to the County and Owner.
- N. Each TDSRS shall be equipped with portable toilets with hand washing facilities and a debris inspection/observation tower. Management of the site may require the provision of office space for management purposes. The need shall be dictated by the magnitude of the incident and coordinated through Debris Manager per the Debris plan.

**9. SITE MANAGEMENT AND DEBRIS DISPOSAL**

- A. CONTRACTOR(s) shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce vegetative debris through either tub grinding into chips/mulch or through air curtain incineration into ash. The County Manager, their designee, or the Nassau County Director of Emergency Management shall determine the method to be used based on environmental considerations.
- B. The locations of the vegetative debris volume reduction sites shall be selected by the Contract Manager or designee.

Initials\_\_\_\_\_

- C. The CONTRACTOR(s) shall provide equipment and personnel to manage and operate (number of sites shall be determined after an event occurs and shall be based on event severity) vegetative debris volume reduction sites. The County Manager, their designee, or the Nassau County Director of Emergency Management shall provide access and authorization to the CONTRACTOR(s) to operate on the designated vegetation debris reduction sites including all information in the County Manager, their designee, or the Nassau County Director of Emergency Management's possession regarding the sites, which are necessary for the successful operation.
- D. The CONTRACTOR(s) shall determine and construct observation/inspection towers at each selected temporary vegetative debris volume reduction site. The towers shall be constructed in accordance with and approved by FEMA. Access shall be provided by wooden steps with a handrail.
- E. The County shall not provide to the CONTRACTOR(s), potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials, or equipment to operate the debris volume reduction site. The CONTRACTOR(s) shall provide portable sanitary facilities and maintain these facilities. The CONTRACTOR(s) shall provide utility clearances as appropriate. The CONTRACTOR(s) shall protect existing structures at the sites and repair any damage caused by their operations at no additional cost to the County.
- F. CONTRACTOR(s) shall be responsible for establishing site layout as approved by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee.
- G. CONTRACTOR(s) shall manage the site to accept debris collected under other County contracts and by County crews. The same procedures for estimating the load and the use of load tickets apply.
- H. Chips/mulch should be stored in piles no higher than 15 feet and meet all local regulations and laws.
- I. No more than seven (7) days of chipped debris shall remain on ground at the site.
- J. The CONTRACTOR(s) shall provide a site operations plan for review and approval by the County Manager, their designee, or the Nassau County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:
  - 1. Access to this site.
  - 2. Site management, to include point of contact, organizational chart, etc.
  - 3. Traffic control procedures.
  - 4. Site security.
  - 5. Site safety.
  - 6. Site layout/segregation plan.
  - 7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
- K. The CONTRACTOR(s) shall be responsible for preparing the sites to accept the debris. Site preparation may include clearing, erosion control, grading, and construction and maintenance of hauling roads and entrances. CONTRACTOR(s) shall establish lined temporary storage areas for materials that can contaminate soils, run off or groundwater. CONTRACTOR(s) shall place liners under stationary equipment.

Initials\_\_\_\_\_

- L. The CONTRACTOR(s) shall be responsible for installing site security measures and maintaining security for operations at the site.
- M. The CONTRACTOR(s) shall manage the site to minimize the risk of fire.
- N. The CONTRACTOR(s) shall be responsible for the closure of the debris management sites within 30 calendar days of receiving the last load of disaster related debris. Closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to its pre-work conditions. The site shall be restored in accordance with all local requirements. The CONTRACTOR(s) is responsible for the proper disposal of non-burnable debris and wood chips or ash. The CONTRACTOR(s) shall receive approval from the County Manager, their designee, or the Nassau County Director of Emergency Management and FEMA as to the final acceptance of a site closure.

#### **10. DEBRIS SEPARATION / REDUCTION AND TDSR MANAGEMENT**

- A. Volume Reduction Site Equipment
  - 1. The CONTRACTOR(s) shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinders, remove mulch from the grinding operations, and load and haul for disposable all non-burnable debris, chips/mulch, and any other equipment which may be necessary.
  - 2. All equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All equipment and operator qualifications shall meet federal, state, and local requirements.
- B. CONTRACTOR(s) shall operate and manage the TDSR to accept and process all event debris. All actions shall be implemented by the CONTRACTOR(s) only with the prior approval of the County. Actions by the CONTRACTOR(s) shall include, but are not limited to, the following:
  - 1. Ensure that only debris authorized by the County's County Manager, their designee, or the Nassau County Director of Emergency Management shall be allowed into the TDSR sites.
  - 2. Provide to the County a video record of the pre- and post- use site conditions.
  - 3. As directed by the County, conduct an onsite Phase 1 Environmental Audit.
  - 4. Prepare a plan of proposed site layout and review with the County prior to its implementation.
  - 5. Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the County prior to its implementation.
  - 6. Provide adequate security personnel, fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDSR.

#### **11. HAZARDOUS WASTE**

- A. CONTRACTOR(s) Petroleum, Oil, Lubricant Spills
  - 1. The CONTRACTOR(s) shall be responsible for reporting to the County Manager, their designee, or the Nassau County Director of Emergency Management and cleaning up all

Initials\_\_\_\_\_

- petroleum, oil, lubricant spills caused by the CONTRACTOR(s) operations at no additional cost to the County.
2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.
  3. Spills other than on-site shall be reported to the National Response Center and the County Manager, their designee, or the Nassau County Director of Emergency Management immediately following discovery. A written follow-up shall be submitted to the County Manager, their designee, or the Nassau County Director of Emergency Management not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:
    - a. Description of the material spilled (including identity, quantity, etc.)
    - b. Determination as to whether or not the amount spilled is EPA/DEP reportable and when and to whom it was reported.
    - c. Exact time and location of spill, including description of the area involved.
    - d. Receiving stream or waters.
    - e. Cause of incident and equipment and personnel involved.
    - f. Injuries or property damage.
    - g. Duration of discharge.
    - h. Containment procedures implemented.
    - i. Summary of all communications the CONTRACTOR(s) has had with press or other officials.
    - j. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
  4. Residents shall be provided locations of drop-off points for the disposal of their Household Hazardous Waste. Drop-off points shall be determined by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee. The CONTRACTOR(s) shall identify, separate, collect, transport and legally dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The CONTRACTOR(s) shall provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the CONTRACTOR(s) personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris shall be collected, transported and legally disposed of by the CONTRACTOR(s) as required by local, state and Federal regulations. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service. CONTRACTOR(s) shall provide County documentation that tracks the collection of hazardous waste from the point of collection to its final disposal location.

## **12. HAZARDOUS MATERIALS/WASTE MANAGEMENT**

- A. CONTRACTOR(s) shall facilitate the County in every way possible to ensure compliance with worker protection, public health, environmental, transportation, and hazardous disposal regulations and applicable consensus standards. This shall include but not be limited to:
  1. The proper cleanup of drainage basins and other subsurface structures potentially impacted with levels of contaminants.
  2. The removal of contaminated soil on the land surface.
  3. The emergency securing of hazardous materials, their transport, and disposal of these materials to protect the health, safety and welfare of the public.

Initials\_\_\_\_\_

- B. This work may likely involve various properties throughout the county. CONTRACTOR(s) performing work in connection with this RFP could reasonably involve the remediation, transport, and proper disposal of materials and hazardous materials that may exceed regulatory standards established for personal exposure and the environment.
- C. In addition to County oversight, this work shall also be managed and overseen by a monitoring consultant on contract with the County and an additional for soil/sediment sampling and analysis contractor. The County's soil/sediment sampling and analysis contractor shall be responsible for all soil, sediment, sludge and liquid sampling and analysis as well as all report preparation, work plans and closure reports to satisfy all regulatory agencies and is not part of this bid, with the exception of any confirmatory sampling and analysis/supplemental waste categorization as may be necessary.

### **Additional Requirements**

- D. This work includes the management, removal, transportation and disposal and any other handling requirements for contaminated/hazardous materials in accordance with Federal, State and local laws. Wherever possible, uncontaminated material shall be segregated for cost savings to the County.
- E. CONTRACTOR(s) shall provide all permits, paperwork, manifests and documents as applicable to the County as required in addition to regulatory agencies and follow all applicable federal, state and local safety requirements for any of this work.
- F. Material shall not be stockpiled on any work site for extended periods of time. Once regulated materials are authorized for transportation by the federal, state and or local agency, they shall be removed within one business day from the work site or time frames otherwise determined to be acceptable to regulatory standards/agencies and the County.
- G. At the County's discretion, some work may be supplemented by using County personnel and equipment.

### **13. EQUIPMENT**

- A. The CONTRACTOR(s) shall provide all equipment necessary for the performance of the work under these requirements and specifications. All equipment repairs and operating cost shall be the responsibility of the CONTRACTOR(s).
- B. Equipment which is designated for this project shall not be used for any other work during the duration of the contract. The CONTRACTOR(s) shall not solicit work from private citizens throughout the County.

### **14. MEDIA INTERACTION**

- A. The CONTRACTOR(s), including all sub-CONTRACTOR(s), shall not provide any information to the media without the expressed written permission of the County Manager, their designee, or the Nassau County Director of Emergency Management, Emergency Management Director, or designated Public Information Officer (PIO). This includes on site interviews requested from any media outlet.
- B. All inquiries by a member of the media shall be directed to the PIO, and those from any elected official shall be directed to the County Manager. The CONTRACTOR(s) shall ensure this guidance is disseminated to all employees and all sub-CONTRACTOR(s) on this project.

Initials\_\_\_\_\_

**15. CADAVER RECOVERY AND IDENTIFICATION**

- A. Cadaver recovery and identification may be required during response operations. Crews shall strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines shall be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:
- B. Each crew leader is responsible for watching the debris pile and identifying any potential human remains. If found or suspected, the crew leader shall immediately stop work in the area and notify the Debris Manager (DM), who shall be responsible for notifying appropriate law enforcement representatives in the Emergency Operations Center, and immediately follow with an appropriate notification to the County Manager, their designee, or the Nassau County Director of Emergency Management. The crew shall remain at the site until released by the authority having jurisdiction.
- C. All crew members are forbidden from discussing the location, status, composition, sex, and especially the name of the deceased. Any individual found to be passing this information on about what they have seen shall be immediately dismissed from the job. Proper next of kin notification procedures shall be conducted by the responsible authority.

**16. SAFETY**

- A. CONTRACTOR(s) shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. CONTRACTOR(s) shall provide such safety equipment, training and supervision as may be required by the County and/or other governmental regulations. CONTRACTOR(s) shall ensure that its subcontracts contain an equivalent safety provision.
- B. The CONTRACTOR(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet federal and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.
- C. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the County Manager, their designee, or the Nassau County Director of Emergency Management and is coordinated with appropriate departments. Traffic control is the responsibility of the CONTRACTOR(s) and shall be accomplished in conformance with local traffic codes and FDOT Standards.
- D. CONTRACTOR(s) shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The CONTRACTOR(s) shall comply with all federal, state, and local safety regulations.
- E. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.
- F. The CONTRACTOR(s) shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.

Initials\_\_\_\_\_

- G. Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

**17. CONTRACTOR(S) RESPONSIBILITIES AND EXPECTATIONS**

**A. Other Agreements**

The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. CONTRACTOR(s) shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. County shall provide CONTRACTOR(s) with a copy of any applicable agreements.

**B. CONTRACTOR(s) Conduct of Work**

CONTRACTOR(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All CONTRACTOR(s) personnel and Sub-CONTRACTOR(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

**C. Supervision by CONTRACTOR(s)**

CONTRACTOR(s) shall supervise and/or direct all contracted services performed by its employees, agents and Sub-CONTRACTOR(s). CONTRACTOR(s) is solely responsible for all means, methods, techniques, safety and other procedures. CONTRACTOR(s) shall employ and maintain a qualified Project Manager, their designee, at the work site(s) who shall have full authority to act on behalf of CONTRACTOR(s). All communications given to the Project Manager by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee shall be as binding as if given to CONTRACTOR(s).

The CONTRACTOR(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the CONTRACTOR(s) personnel and equipment shall be the responsibility of the CONTRACTOR(s). Additionally, the CONTRACTOR(s) shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

**D. CONTRACTOR(s) Conduct and Self-Sufficiency**

CONTRACTOR(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All CONTRACTOR(s) personnel and Sub-CONTRACTOR(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons. The CONTRACTOR(s) shall ensure that its work force, including Sub-CONTRACTOR(s), maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

**E. CONTRACTOR(s) Disposal of Debris**

Unless otherwise directed by the County, CONTRACTOR(s) shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the County. The locations of the TDSR and final disposal sites utilized by the CONTRACTOR(s) shall be reported to the County and subject to their approval. Upon request from the CONTRACTOR(s), other sites may be utilized as directed and/or approved by the County.

**F. Multiple, Scheduled Passes**

CONTRACTOR(s) shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the County. The County shall direct the interval timing of all passes.

Initials\_\_\_\_\_



Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County. The CONTRACTOR(s) shall document the completion of all passes based on the direction from the County and shall provide this documentation to the County on the frequency requested by the County.

#### **G. "Clean As You Go" Policy**

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

The CONTRACTOR(s) shall exercise care so as not to generate litter during the removal process. The CONTRACTOR(s) shall clean up loose material in the immediate vicinity of the right-of-way. The CONTRACTOR(s) shall be responsible for the repair of any collateral damage caused to private or public property.

#### **H. Damages by CONTRACTOR(s)**

CONTRACTOR(s) shall be responsible for conducting all operations, whether contemplated by this agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. CONTRACTOR(s) shall also be responsible for any damages due to the negligence of its employees and Sub-CONTRACTOR(s). CONTRACTOR(s) shall report such damage to the County Manager, their designee, or the Nassau County Director of Emergency Management in writing within 24 hours. Should any property be damaged due to negligence on the part of the CONTRACTOR(s), the County may either bill CONTRACTOR(s) for the damages, withhold funds due to CONTRACTOR(s), or the CONTRACTOR(s) may also repair all damage to the satisfaction of the County. The determination of whether "negligence" has occurred shall be made by the County.

1. The CONTRACTOR(s) shall be legally responsible for damage to public and private property while performing duties outlined in these specifications.
2. The CONTRACTOR(s) shall notify the County Manager, their designee, or the Nassau County Director of Emergency Management of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
3. All areas throughout the County where debris removal is accomplished and there is damage due to the CONTRACTOR(S) operations, the CONTRACTOR(S) shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure shall be repaired or restored to the satisfaction of the County.
4. The CONTRACTOR(s) shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR(s) or any Sub-CONTRACTOR(s) actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
5. The CONTRACTOR(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to their activities. Such costs may include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third-party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal or local environment laws and regulations or nuisance statutes by CONTRACTOR(s), their Sub-CONTRACTOR(s), or any other persons, corporations, or legal entities retained by the CONTRACTOR(s) under this contract.
6. The County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor shall have the right to require the selected CONTRACTOR(s) to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.

Initials\_\_\_\_\_

7. Such work needing to be redone shall be performed promptly and at no additional cost to the County, either during or after the expiration of the resulting agreement.
8. The CONTRACTOR(s) is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR(s), such property shall be restored by the CONTRACTOR(s) at their expense to a condition similar or equal to that existing before such damage or injury, or the CONTRACTOR(s) shall repair such damage in a manner acceptable to the County Manager, their designee, or the Nassau County Director of Emergency Management.
9. Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the CONTRACTOR(s), the CONTRACTOR(s) shall consult the proper utility agency and homeowner and the County Manager, their designee, or the Nassau County Director of Emergency Management immediately notified.

#### **I. Operation of Equipment**

CONTRACTOR(s) shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the County. Should operation of equipment be required outside of the public ROW, the CONTRACTOR(s) shall ensure that a ROE Agreement has been obtained prior to property entry.

#### **J. Security of Debris During Hauling**

CONTRACTOR(s) shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, CONTRACTOR(s) shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, CONTRACTOR(s) shall survey the primary routes used by CONTRACTOR(s) for debris hauling as soon as possible after the transport and shall recover fallen or blown debris from the roadway(s).

#### **K. Traffic Control**

CONTRACTOR(s) shall mitigate impact on local traffic conditions to the greatest extent possible. CONTRACTOR(s) is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Standards. CONTRACTOR(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

#### **L. Work Days/Hours**

Work days and/or work hours shall be as directed by the County Manager, their designee, or the Nassau County Director of Emergency Management following consultation and notification to CONTRACTOR(s). Working hours on holidays shall be at the discretion of the County.

#### **M. Emergency Power Generators**

Initials\_\_\_\_\_

Generators may be requested by the County, if so, the CONTRACTOR(s) shall provide mobile electric power generators for facilities and locations within the County. The County shall define the size, voltage requirements and fuel type of the mobile units, which shall be leased to the County. CONTRACTOR(s) shall deliver the units to the facilities or locations designated by the County, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The CONTRACTOR(s) shall also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The CONTRACTOR(s) shall have readily available technical support and repair or replacement services. The CONTRACTOR(s) shall be reimbursed a fixed rate for this service.

## **N. Certifications**

The CONTRACTOR(s) shall adhere to the process for certification of personnel and vehicles, to include the following:

### **1. Certification of Vehicles and Load Capacity**

- a. CONTRACTOR(s) shall ensure that all equipment is certified in accordance with most current County/County procedures. After a disaster, the County, or their designated representative, shall begin the equipment certification at a pre-designated site, or at staging areas established by the CONTRACTOR(s).
- b. All CONTRACTOR(s) and Sub-CONTRACTOR(s) trucks shall have valid registrations, insurance and meet basic operational criteria including but not limited to tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
- c. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck shall receive two (2) placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the CONTRACTOR(s) and sub-CONTRACTOR(s) records.

### **2. Certification of Personnel**

The CONTRACTOR(s) shall certify to the County that all CONTRACTOR(s) and Sub-CONTRACTOR(s) personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations.

Upon request of the County, the CONTRACTOR(s) shall provide documentation certifying the adequacy of the training, experience and capabilities of all CONTRACTOR(s) and Sub-CONTRACTOR(s) personnel, to include but not be limited to the following:

- a. Senior management personnel of the CONTRACTOR(s) assigned to implement work authorizations pursuant to this agreement shall participate, upon request, in training and briefing sessions held by representatives of the County.
- b. Senior, supervisory personnel of the CONTRACTOR(s) and all Sub-CONTRACTOR(s) thereto shall have received training in debris management and the implementation of the National Incident Management System.
- c. Personnel assigned by the CONTRACTOR(s) as responsible for data management, invoicing and other documentation duties shall be trained in the data management concepts and approaches to be used by the County.
- d. Vehicle and equipment operators shall be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

Initials\_\_\_\_\_

Upon their deployment for field operations, all CONTRACTOR(s) and Sub-CONTRACTOR(s) personnel shall be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

**18. DOCUMENTATION MANAGEMENT AND SUPPORT**

**A. ADMS**

Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real-time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.

The Contractor shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:

1. Paperless, electronic (handheld device) load ticket generation and data collection
2. Debris vehicle certification data capture
3. Encrypted and secure field data transfer
4. Accessible secure database for government and Disaster Debris Collector use. Database shall be internet accessible by Disaster Debris Collector, County, State, Federal and other public entities as authorized by the County Manager, their designee, or the Nassau County Director of Emergency Management
5. Minimal manual entry of load ticket data fields
6. Automation of debris pick-up locations through the use of GPS technologies
7. Evaluation of daily event staging using web-based reporting and GIS tools
8. Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system
9. Contractor shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.

B. Contractor shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. Contractor shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Contractor shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the County, which shall be turned over to the County daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, Sub-CONTRACTOR(s) and the Disaster Debris Collector. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).

C. Complete and submit to the County on FEMA approved disposal tickets, field inspection reports, and other data requested to provide substantiation for FEMA and State reimbursement. The CONTRACTOR(s) shall submit samples of truck certification form, disposal/load ticket, and signage for sub-CONTRACTOR(s) vehicles.

D. Work closely with State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.

Initials\_\_\_\_\_

- E. Maintain a database of the tickets and supporting documentation that is accessible via the internet for each event and make the web portal available for 90-days after final invoice is processed by the County after the event. CONTRACTOR(s) shall retain the data per FEMA requirements. The data management system shall be established and accessible 48 hours before an event and reactivated as necessary for scheduled training activities.

**F. Reports, Certifications and Documentation**

CONTRACTOR(s) shall submit periodic, written reports in a format required by the County documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

**1. Daily Reports**

Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. CONTRACTOR(s) shall also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of CONTRACTOR(s) operations within twenty-four (24) hours.

**2. Weekly Summaries**

A summary of all information contained in the daily reports as described in item 1 above, within two (2) days of the close of the week. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data shall include: Collection CONTRACTOR(s), load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, TDSR location, tower monitor name, debris materials categorization, and location of collection, e.g., ROW, Canal, Public Park, etc.

**3. Periodic Summaries- Emergency "FIRST-PUSH / ROAD CLEARANCE/ aka: "CUT AND TOSS"**

A summary of all information contained in the daily reports as described in item 1 above, within two (2) days of the close of the 72 hour initial operational period. At the request of the County, the data making up the periodic summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data shall include: CONTRACTOR(s) utilized, locations and types of debris moved from roadways, special conditions that CONTRACTOR(s) encountered, operational exceptions and documented approval from the County, and any other documentation which is in the best interest of the CONTRACT(s) or the County.

**4. Report Delivery**

The scheduling, point of delivery and receiving personnel for the debris operations report shall be directed by the County, in consultation with CONTRACTOR(s).

**5. Data Reconciliation**

Reconciliation of data shall be accomplished weekly between the CONTRACTOR(s) and the County's representative. All discrepancies shall be resolved within five (5) business days.

**6. Final Project Closeout**

Initials\_\_\_\_\_

Upon final inspection and/or closeout of the project by the County, CONTRACTOR(s) shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the CONTRACTOR(s), plus the total cost of the project invoiced to the County. The CONTRACTOR(s) shall provide, upon request of the County and no later than project closeout, a release of liens demonstrating that all Sub-CONTRACTOR(s) to the CONTRACTOR(s) have been fully paid. Agreement shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or government. Final project reconciliation shall be approved by the County.

**19. SPECIFIC SERVICES**

As directed by the County, the CONTRACTOR(S) shall perform the following services:

- A. **Private Property Demolition and Debris Removal** – The CONTRACTOR(S) shall not operate beyond the public Right of Way unless directed by the County.
- B. **Marine Debris Removal** – The CONTRACTOR(S) shall clear canals and waterways of marine debris in coordination with the responsible agency (USCG, FWC, etc.). Marine debris is defined as any material obstructing a canal or waterway.
- C. **Hazardous and/or Toxic Waste Disposal (HTW)**– The CONTRACTOR(S) shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the County (Ref Debris Management Plan). The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the CONTRACTOR(S).
- D. **Fallen Trees, Hazardous Leaning Trees and Hanging Limbs** - The CONTRACTOR(S) shall remove fallen trees, leaning trees or hanging limbs that originate from within the ROW. Fallen or leaning trees or hanging limbs which originate from private property and extend onto or into the ROW shall be cut at the point where they enter the ROW. The fallen or leaning trees and hanging limbs, and that part of the eligible debris which lies within the ROW shall be removed from the ROW and be properly disposed of by the CONTRACTOR(S).
- E. **Hazardous Stumps** – All stumps larger than 24” shall be paid under Cost Proposal Item 3, Hazardous Stumps. FEMA guidelines shall prevail when determining the category of and payment method for hazardous stumps (ref. FEMA DAP 9532.11 rev 2007 or current rev.).
- F. **Fill Dirt** – As identified and directed by the County, the CONTRACTOR(S) shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
- G. **Soil Screening** – The CONTRACTOR(S) shall screen all soil to remove Eligible Debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the County. Eligible debris removed from the soil shall be collected, hauled and processed at the TDSRS.

Initials\_\_\_\_\_

- H. **White Goods** – The CONTRACTOR(S) shall recycle all eligible white goods including, but not limited to refrigerators, freezers and air conditioners in accordance with all federal, state and local rules, regulations and laws.
- I. **Freon Recovery** – The CONTRACTOR(S) shall remove and recover Freon from any white goods at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
- J. **Mobilization and Demobilization** – All arrangements necessary to mobilize and demobilize the CONTRACTOR(S) labor force and equipment needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR(S).
- K. **Closure and Remediation of the TDSRS** – Within thirty (30) days after notice by the County, the CONTRACTOR(S) shall cease debris collection activities and remove all CONTRACTOR(S) equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR(S) shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR(S) is responsible for the reclamation and remediation of the TDSRS to its original state which shall be subject to the County's final acceptance. Payment retainage shall not be released until all debris sites have been closed and remediated.
- L. **Recycling** – The CONTRACTOR(s) shall employ recycling within the debris management process whenever practical. The value minus "cost" shall be documented to reduce the fiscal liability of the county.

## **20. DEMOLITION OF STRUCTURES AND CONSTRUCTION DEBRIS REMOVAL**

As directed by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee, CONTRACTOR(s) shall demolish unsafe structures and remove debris that has been determined by the County to be a threat to the health and safety of the public. CONTRACTOR(s) shall exercise due diligence in demolishing and/or removing debris from private property. The County shall direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. CONTRACTOR(s) shall ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding materials containing asbestos shall be adhered to unless waived by applicable regulatory authorities.

## **21. BEACH SAND RECOVERY AND RE-USE**

**21.1** There are several reasons for the associated recovery work and re-use of clean beach sand which has been displaced and washed inland along coastal areas and may also be piled along roadways, residential areas and lots within the County. These conditions create a serious danger to life, safety and property.

- A. CONTRACTOR(s) shall understand and develop a strategy which addresses the following benefits for recovering clean sand washed inland include:
  - 1. Decreasing costs incurred by the county in disaster response and recovery;
  - 2. Restoration of areas heavily damaged during natural disasters by correcting displacement of sand;

Initials\_\_\_\_\_

3. Negating the need for sand sources that are part of the environment;
  4. Assisting with a faster reestablishment of protective barriers along shorelines and engineered beaches, thus protecting communities from future storm impacts;
  5. Speeding economic recovery of beach and waterfront areas to pre-disaster condition;
  6. Enabling access to the area and resumption of basic sanitary services as well as removal of potentially unsafe materials from other areas of the impacted community;
  7. Ensuring minimal secondary contamination of the clean beach sand by superimposed placement of waste materials;
  8. Minimizing the amount of material that shall be collected by the County and stored at staging areas;
  9. Speeding the regional recovery of displaced sand may act as a physical impediment to other components of the debris removal operations;
  10. Reducing the potential for sand washing into storm drains and causing future flooding during and after the recovery operation;
- B. CONTRACTOR(s) shall assist the County with a cost benefit analysis when beach sand recovery and re-use is being considered. Steps shall be taken to determine if actions needed to re-use sand and return it back to the original site locations is more cost effective than removing and transporting sand for disposal.
- C. CONTRACTOR(s) together with the County shall coordinate between all levels of government through all phases of the sand clearance and removal process. Monitoring of contracted sand debris removal operations shall be under direct supervision of the County, who may engage the services of a monitoring contractor (CONSULTANT(s)) who is not completing the sand removal operations to insure eligible work is performed for all contracts to be included in FEMA Public Work (PW) reimbursement documentation.
- D. Specific operational procedures and steps shall be developed to ensure FEMA, FDEP, EPA, and all other appropriate regulatory agency requirements are met for sand processing and re-use. These include, but are not limited to sand moving and vacuuming, staging, and both mechanical raking and cleaning (sifting) of public beach areas in order to remove embedded hazardous debris. In addition, testing for contaminants is shall be required. The final removal and transportation of contaminated sand unsuitable for re-use shall be in accordance with regulatory requirements. Disposal of this sand shall be at a permitted off-site disposal facility.
- E. FEMA Public Assistance Debris Management Guide shall be followed as it pertains to the removal of soil, mud and sand on improved public property and public rights- of-way.

## **21.2 Guidelines**

CONTRACTOR(s) shall coordinate with the County, other involved consultants under contract with the County, other appropriate entities associated with the County, and all other appropriate regulatory agencies in the appropriate use the following guidelines. Additionally, the CONTRACTOR(s) shall assist the County to determine sources of clean beach sand that meet criteria as established.

## **21.3 Minimum Provisions for Placement of Clean Beach Sand**

- A. Clean beach sand loading and placement shall be subject to the following provisions:

Initials\_\_\_\_\_



1. Clean beach sand placement areas shall be above the astronomical high tide line and shall not be subject to tidal action;
  2. Clean beach sand placement areas shall be cleared of storm-related debris prior to placement;
  3. Clean beach sand placement locations shall be established and surveyed as part of the placement operation;
  4. Any debris observed during loading or placement shall be manually extracted and properly disposed;
  5. Clean beach sand shall also be subject to mechanical processing that shall be performed as part of the eventually larger scale beach clearing and sand cleaning operations that are required to remove extensive debris that was deposited on the beach by the outgoing storm surge;
  6. Clean beach sand relocated in exposed areas of the beach shall eventually be mechanically processed along with the remainder of the beach using one or more of the following types of beach sand debris removal equipment, or equivalent, listed below.
- B. Sand relocated shall be screened during loading, unloading and placement to verify that it is clean and contains no debris or contamination. Mechanical beach sifting performed as part of the broader beach clearing and cleaning operations is not intended to process all relocated sand.
- C. Only sand in the upper several inches, shall normally be accomplished utilizing the following beach cleaning apparatus:
1. Sifting equipment utilizing a mechanical sieve or shaker with a ¼ inch diameter to sift sand and pass debris to a conveyor and collection container;
  2. Rakes which use 6-inch tines to capture debris and pass it to a conveyor and collection container.

#### **21.4 Site Preparations**

- A. Work shall be performed under supervision of the County Manager, their designee, or the Nassau County Director of Emergency Management or appropriate monitoring contractor, and shall not be the contractor actually performing the beach debris management work.
1. Delineation and staking of the appropriate areas for placement of clean beach sand.
  2. Identification of points for transportation from source areas to the beach for placement of clean sand.
  3. All areas of impacted beach shall require CONTRACTOR(s) use of manual and mechanical removal of broader heavy debris prior to any finer degree beach cleaning or restoration.
- B. CONTRACTOR(s) shall determine which sand is clean and subject to relocation under an approved Scope of Work/Strategic Plan developed jointly between the CONTRACTOR(s), the County, and appropriate regulatory agencies.
- C. Means and methods for loading and transporting clean beach sand shall be determined by the CONTRACTOR(s) with the anticipated use of standard equipment within the industry, such as bull dozers, front end loaders and large capacity all-terrain trucks with dumping capability.

Initials\_\_\_\_\_

- D. County Manager, their designee, or the Nassau County Director of Emergency Management, or monitoring contractor shall ensure that the CONTRACTOR(s) equipment is clean and free of debris or contamination.
- E. CONTRACTOR(s) shall perform the following minimum requirements:
  - 1. Excavation and loading of the clean beach sand shall be performed in conjunction with field screening using visual and odor detection methods.
  - 2. Sand shall be inspected under the supervision of those identified in the contract and shall be generally free of storm related debris.
  - 3. Sand that mixed with debris from flooded homes and businesses, contains household waste, is stained or petroleum, chemically, sewage or fecal contaminated **shall not be relocated.**
  - 4. Establish an approved construction health and safety plan for protection of workers and the community.
  - 5. All activities shall be coordinated with the County to ensure appropriate protection of public health prior to sand relocation and re-use.

## 21.5 Identification of Eligible Beach Sand

- A. An important consideration for the County is the removal and reuse of storm-deposited sand layers and piles of beach sand moved out of the roadway as part of initial recovery efforts, including clean sand that is not relocated to local beaches and sand mixed with varying amounts of storm debris; the CONTRACTOR(s) shall make this a priority.
- B. Eligible sand may contain small amounts of inert storm debris which shall require mechanical screening. Such beach sand is usually located in piles established along roadways, in public and private lots and in several staging areas established during the initial field recovery operations. Generally, quantities of beach sand are most abundant in the areas closest to the beach and decline in abundance with decreased distance from the beach. CONTRACTOR(s) shall develop a strategy to identify, consolidate/stage, and utilize eligible sand.
- C. In addition to the specific criteria outlined for the specified uses of sand, all beach sand, except for beach sand not exceeding established contamination levels, and is not otherwise deemed hazardous, shall also not exhibit any of the following:
  - 1. Evidence of petroleum, petroleum spills or gross contamination;
  - 2. Chemical staining or odors indicative of contamination; and
  - 3. Evidence of sewage or fecal contamination.

## 21.6 Stockpiling and Processing of Beach Sand for Beneficial Use

- A. Beach sand shall be removed from the recovery area and stockpiled separately from C&D debris and other solid waste removed during recovery operations.
- B. Two classes of sand shall be established based on the quality of the sand determined at the recovery site:
  - 1. Category 1. Beach sand that may contain small amounts of inert storm debris but that is not mixed with debris from flooded homes and businesses, household waste, or other refuse.
  - 2. Category 2. Beach sand that is mixed with solid waste.

Initials\_\_\_\_\_

- C. Where practical, sand in these two categories should be maintained in separate storage piles to the maximum extent practicable.
- D. Beach sand in Category 1 requires screening utilizing a mechanical sieve or 'shaker' with a ¼ inch diameter sieve to remove storm debris prior to use. Separated debris shall be properly disposed, and the beach sand shall be stockpiled separately from unprocessed incoming sand. Periodic sampling and analysis of beach sand from Category 1 should be performed for confirmatory purposes.
- E. Beach sand in Category 2 requires screening utilizing a mechanical sieve or 'shaker' with a ¼ inch diameter sieve to remove storm debris and solid waste prior to use. Separated debris and solid waste shall be properly disposed and the beach sand shall be stockpiled separately from unprocessed incoming sand. In addition, beach sand in category 2 shall be sampled, as described below.

#### **21.7 Sampling of Category 2 Stockpiled Beach Sand**

- A. Processed beach sand shall be chemically characterized by sampling and chemical analysis prior to determining its use. Use shall be determined based on the chemical quality of the samples reported.
- B. Composite samples shall be used for beach sand characterization and shall be collected from stockpiles of processed beach sand. Discrete sampling matrix shall be performed to form one composite which shall be collected from a minimum of every 1000 CY of screened sand for chemical analysis. This sampling frequency and protocol can be revised based on sampling results.
- C. Samples shall be collected in a manner compliant with applicable and equivalent EPA sampling methods. Samples shall be analyzed for Target Analyte List metals, Target Compound List volatile organic compounds and semi-volatile organic compounds, Pesticides, and PCBs. Sample results shall be documented and provided in an appropriate format to the County and all appropriate regulatory agencies, who shall collectively determine appropriate actions or utilization of the sand.

#### **21.8 Standards for Use of Processed Beach Sand**

- A. Beach sand processed may be beneficially used in the following ways:
  - 1. Beach sand meeting all established standards, and has no evidence of petroleum, petroleum spills, gross contamination, chemical staining or odor, or sewage or fecal contamination may have no restriction on use.
  - 2. Beach sand exceeding some established standards, and has no evidence of petroleum, petroleum spills, gross contamination, chemical staining or odor, or sewage or fecal contamination may be approved for all uses other than those in or adjacent to sensitive ecological areas, including:
    - a. Backfill in areas upland of the beach that have experienced extensive erosion and scour during the storm.
    - b. Cover soil placed on top of land areas including parks.

Initials\_\_\_\_\_

- c. Backfill or grading material below a cover layer, such as pavement or building slab, or other designated capital construction projects.
  - d. Use in or adjacent to sensitive ecological areas may be allowed if approved by appropriate regulatory agency on a site-specific basis.
- 3. Uses other than the above, shall likely require site-specific approval from appropriate regulatory agencies.

**22. ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT**

- A. The County may employ the services of a debris monitoring consultant to provide oversight of the CONTRACTOR(S) operations. In this capacity, the consultant shall act as the County's agent and has authority to act on its behalf, to ensure debris transported is eligible, is quantified correctly and is routed to minimize costs for transportation. The authorities vested in the monitor and a resolution process shall be outlined when a Notice to Proceed (NTP) is issued.
- B. The county designated Debris Manager shall be the final authority for resolution of issues.

**23. PRODUCTION RATES**

The CONTRACTOR(S) commits to the following production rates for debris removal. Debris removal is defined as the removal of debris from public ROW's and other County owned property and transport to the applicable TDSRS.

- A. Up to two hundred fifty thousand (250,000) cubic yards – 15 calendar days from NTP.
- B. Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.
- C. Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.
- D. Greater than one million (1,000,000) cubic yards – 15 calendar days for every two hundred fifty thousand (250,000) cubic yards thereafter from NTP.

**24. CREW/EQUIPMENT REQUIREMENTS**

The CONTRACTOR(S) shall have sufficient crew and equipment necessary to satisfy the Production Ratio stated herein. For purposes of this RFP, a crew shall consist of the following minimum resources:

- A. One (1) self-loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;
- B. Appropriate personnel with all pertinent equipment; and
- C. Two (2) flagmen

**25. HOT SPOT CREW**

The CONTRACTOR(S) shall have and be prepared to maintain for the full duration of any resulting NTP, at least two hot spot crews. Each crew shall consist of one (1) self-loader plus the minimum crew specified in paragraph **CREW/EQUIPMENT REQUIREMENTS** above. The crew shall respond to urgent requirements as directed by the County. These crews shall be immediately available and shall begin operation within twenty-four (24) hours of the CONTRACTOR(s) Representative arrival in the EOC.

**26. CLAIMS RESOLUTION**

Initials\_\_\_\_\_

- A. The CONTRACTOR(S) shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County's designated representative. All claims shall be resolved by the CONTRACTOR(S) within thirty (30) calendar days after submission.
- B. Each CONTRACTOR(S) shall submit all resolved claims to the County's designated representative. The CONTRACTOR(S) report to the County's designated representative shall attest to the following:
  - 1. To the best of the CONTRACTOR(s) knowledge all data offered by the claimant shall support that the claim is accurate and complete.
  - 2. The claims amount accurately reflects the claimant's actual incurred costs.
  - 3. Records of all claims including photos shall be provided in a spread sheet and submitted every thirty (30) days to include all paid claims, all outstanding claims and if any claim is over thirty (30) days, a reason for its delay.
  - 4. The CONTRACTOR(s) shall pay no claims unless a valid claim was submitted to the County's designated representative.

**27. LOAD TICKETS AND TRUCK CERTIFICATIONS**

The CONTRACTOR(S) shall supply a standard load ticket and a standard truck certification document for use during the performance of the contract. Samples shall be provided with RFP response.

**28. DISPOSAL OF REDUCED DEBRIS**

The CONTRACTOR(s) is responsible for the final disposal of reduced debris in accordance with all applicable State, federal and local requirements.

**29. OVERTIME LABOR RATES**

Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.

**30. COST PROPOSAL**

Unless otherwise indicated in this scope of services, all services performed under this contract shall be paid in accordance with Line Items 1a, 1b, 2 and 3 of the Price Proposal Form (Attachment's "B", "C"), as applicable. The County shall not provide price adjustments for cost increases or decreases in the price of fuel. **However, tipping fees shall be reimbursed at their actual cost.**

**31. OPTIONAL SERVICES**

The County may require Logistical and Planning Support (Attachment "C") during any phase of a disaster or to support a localized incident. This portion of a contract shall be considered separate and not reflected in the cost proposal in Attachment "B". The County may latter require the CONTRACTOR(s) to provide pricing for the following optional services in the manner: *(where the word shall is used below- this indicates if the service is requested and the Bidder has indicated on their proposal they are experienced and capable of providing such services)*

**A. Debris Removal and Restoration of Retention Ponds, Lakes and Waterways/Canals**

The CONTRACTOR(s) shall remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed shall be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The CONTRACTOR(s) shall also haul, process and dispose of the collected

Initials\_\_\_\_\_

debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. The CONTRACTOR(s) shall be reimbursed at a fixed unit rate for this service.

**B. Motor Vehicle Removal and Disposal**

The CONTRACTOR(s) shall remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The County shall identify the area(s) from which motor vehicles are to be removed. Motor vehicles shall be processed by the CONTRACTOR(s) in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The CONTRACTOR(s) shall also ensure the proper final disposal of the removed vehicle. The CONTRACTOR(s) shall be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

**C. Boat Removal and Disposal**

Boats severely damaged by the disaster event, and abandoned in or on the canals and lakes of the County shall be collected by the CONTRACTOR(s), processed for removal and disposal of hazardous materials in accordance with applicable regulations, demolished and transported to a suitable location for final disposal. The County shall determine the vessels to be removed, shall establish that they have been legally abandoned by their owners, and shall take other necessary steps as required by law before directing the CONTRACTOR(s) to remove and dispose of the vessel. The CONTRACTOR(s) is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

**D. Emergency Potable Water**

The CONTRACTOR(s) shall provide the County with whole pallets of individually bottled drinking water. The County shall instruct the CONTRACTOR(s) as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. This may include public distribution of this water. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

**E. Emergency Delivery of Ice**

The CONTRACTOR(s) shall provide the County with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The County shall instruct the CONTRACTOR(s) as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. This may include public distribution of these commodities. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

**F. Temporary Bathrooms**

The CONTRACTOR(s) shall provide portable toilets/ port-o-lets including regularly scheduled maintenance, pick-up and disposal as may be necessary. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

**G. Temporary Satellite Communications**

The CONTRACTOR(s) shall provide one or multiple portable satellite phones and a minimum of 1.2 meter satellite uplink/downlink (minimum 5 mbps uplink/20 mbps downlink) communications capable of voice, text messaging, data transfer and Internet access for use by County personnel in the event of failure of other communications systems at one or multiple locations. The units shall be rented/leased to the County and shall be fully equipped and maintained by the CONTRACTOR(s). The units shall be

Initials\_\_\_\_\_

fully operational upon delivery to the County, without further action by the County. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

#### **H. Sewer, Culvert and Catch Basin Cleaning**

The CONTRACTOR(s) shall provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The County shall designate the storm water systems to be cleaned. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

#### **I. Logistics and Planning Activities**

1. The County may require Logistical and Planning Support (Attachment "C") during any phase of a disaster or to support a localized incident. As a reminder- this portion of the Bidders proposal shall be considered separately and not reflected in the cost proposal in Attachment "B". Attachment "C" shall be computed based on a twelve (12) hour day. This section shall be considered for the purpose of determining CONTRACTOR(s) capability in the evaluation.

**In the proposal Bidders shall list experience and reflect the ability to provide the following services/activities.**

2. The CONTRACTOR(S) may, through separate task orders or NTP be requested to provide the following, but not limited to:
  - a. Planning, Set up and Management of:
    - i. County Logistic Staging Areas
    - ii. Base Camps to support up to 500 responders  
(Temporary office space, showers, toilets, a/c equipped sleeping quarters, mess facilities)
    - iii. Comfort Stations for responders and citizens
    - iv. Temporary Housing for responders and citizens
  - b. Generators of various sizes and portable lighting.
  - c. Transportation Support (trucking and static support asset).
  - d. Personnel both professional and support to:
    - i. Augment County staff
    - ii. Conduct Damage Assessment
    - iii. Conduct Inspection activities for road, bridges and demolition.

#### **32. RESTRICTION OF EQUIPMENT AND PERSONNEL**

While Equipment and personnel are assigned to work under this contract, such equipment and personnel cannot be used for any other debris management services within Nassau County.

**END OF SCOPE OF WORK**

Initials\_\_\_\_\_

**PRICE PROPOSAL FORM**  
**RFP – NC18-014 DISASTER DEBRIS MANAGEMENT (REMOVAL SERVICES)**

**EXHIBIT B—COST PROPOSAL**

The Proposer shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed (including overhead and profit), including but not limited to the following requirements:

1.

a. Removal, hauling, temporary storage and processing of all eligible debris and/or residue at the TDSRS, as specified

| Mileage Radius                       | Estimated Qty. | Unit       | Unit Price | Extended Price   |
|--------------------------------------|----------------|------------|------------|------------------|
| 0-15 miles                           | 1,700,000      | Cubic Yard | \$ 9.80    | \$ 16,660,000.00 |
| >15 - 30 miles                       | 500,000        | Cubic Yard | \$ 10.50   | \$ 5,250,000.00  |
| >30 - 60 miles                       | 100,000        | Cubic Yard | \$ 11.50   | \$ 1,150,000.00  |
| <b>TOTAL ESTIMATED PRICE ITEM 1a</b> |                |            |            | \$ 23,060,000.00 |

b. Management and final disposal of all eligible debris and/or residue at the TDSRS

|                                      | Estimated Qty. | Unit       | Unit Price | Extended Price   |
|--------------------------------------|----------------|------------|------------|------------------|
|                                      | 2,300,000      | Cubic Yard | \$ 8.50    | \$ 19,550,000.00 |
| <b>TOTAL ESTIMATED PRICE ITEM 1b</b> |                |            |            | \$ 19,550,000.00 |

c. Hangers

|                                      | Unit     | Unit Price | Extended Price |
|--------------------------------------|----------|------------|----------------|
|                                      | Per Tree | \$ 125.00  | \$ 125.00      |
| <b>TOTAL ESTIMATED PRICE ITEM 1c</b> |          |            | \$ 125.00      |

d. Leaners

| Diameter                             | Unit     | Unit Price | Extended Price |
|--------------------------------------|----------|------------|----------------|
| 12" - 23.99"                         | Per Tree | \$ 150.00  | \$ 150.00      |
| 24" – 35.99"                         | Per Tree | \$ 225.00  | \$ 225.00      |
| 36" – 47.99"                         | Per Tree | \$ 350.00  | \$ 350.00      |
| 48" or Greater                       | Per Tree | \$ 750.00  | \$ 750.00      |
| <b>TOTAL ESTIMATED PRICE ITEM 1d</b> |          |            | \$ 1,475.00    |

**TOTAL ESTIMATED PRICE ITEM 1**  
**(A,B,C,D)** \$ 42,611,600.00



|    |  |                |            |            |                  |
|----|--|----------------|------------|------------|------------------|
| 2. | Temporary storage, processing, management and final disposal of all debris and/or residue delivered to the TDSRS or citizen sites by the County or citizens. |                |            |            |                  |
|    |  | Estimated Qty. | Unit       | Unit Price | Extended Price   |
|    |  | 20,000         | Cubic Yard | \$ 8.50    | \$ 170,000.00    |
|    | TOTAL ESTIMATED COST ITEM 2  |                |            |            | \$ 170,000.00    |
| 3. | HAZARDOUS STUMPS, AS SPECIFIED (To include any fill dirt and seeding required to level and restore the removal area)   |                |            |            |                  |
|    | Diameter   | Estimated Qty. | Unit       | Unit Price | Extended Price   |
|    | 24" to 48"   | 1,000          | Each       | \$ 450.00  | \$ 450,000.00    |
|    | Greater than 48"   | 1,000          | Each       | \$ 750.00  | \$ 750,000.00    |
|    | TOTAL ESTIMATED PRICE ITEM 3   |                |            |            | \$ 1,200,000.00  |
|    | TOTAL ESTIMATED PRICE PROPOSAL, ITEMS 1 (a,b,c,d), 2 AND 3   |                |            |            | \$ 43,981,600.00 |

**The Price Evaluation shall be based on Exhibit B – Price Proposal.**

The hourly rates in Exhibit C of this price proposal are for future use if additional services are necessary for the County during the term of the contract. They shall not be a factor in the evaluation. However, the County reserves the right to take into consideration these prices if these prices are deemed to be non-competitive.

## Attachment "C"

| <b>EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES</b>                           |                    |                 |
|---|--------------------|-----------------|
| <i>All Equipment Rates listed below include operator, fuel and maintenance costs.</i> |                    |                 |
| <b>Equipment</b>  | <b>Hourly Rate</b> | <b>Day Rate</b> |
| 35 Ton Crane, Grove GMK2035, or Equal   | \$ 360.00          | \$ 3,600.00     |
| Stump Grinder, Vermeer SC752 or Equal   | \$ 90.00           | \$ 900.00       |
| Stump Grinder, Vermeer SC60TX or Equal  | \$ 90.00           | \$ 90.00        |
| Track hoe, John Deere 200LC or Equal  | \$ 135.00          | \$ 1,350.00     |
| Wheel Loader, John Deere 644 or Equal   | \$ 145.00          | \$ 1,450.00     |
| Dozer, Caterpillar D-6R or Equal  | \$ 165.00          | \$ 1,650.00     |
| Front End Loader, John Deere 544 or Equal   | \$ 130.00          | \$ 1,300.00     |
| Rubber Tire Backhoe, John Deere 410G or Equal   | \$ 250.00          | \$ 2,500.00     |
| Motor Grader, John Deere 670 or Equal   | \$ 165.00          | \$ 1,650.00     |
| Skid Steer Loader, 2,700 lb. Lift Capacity w/ Grapple Bucket                          | \$ 100.00          | \$ 1,000.00     |
| Tractor with Box Blade  | \$ 65.00           | \$ 650.00       |
| 50' Bucket Truck  | \$ 150.00          | \$ 1,500.00     |
| Equipment Transport (Tractor w/50-ton Lowboy Trailer)                                 | \$ 125.00          | \$ 1,250.00     |
| 5-14 Cubic Yard Dump Truck  | \$ 85.00           | \$ 850.00       |
| 15-24 Cubic Yard Dump Truck   | \$ 95.00           | \$ 950.00       |
| 25-34 Cubic Yard Dump Truck   | \$ 105.00          | \$ 1,050.00     |
| 35-44 Cubic Yard Dump Truck   | \$ 115.00          | \$ 1,150.00     |
| 45-54 Cubic Yard Dump Truck   | \$ 125.00          | \$ 1,250.00     |
| 55-64 Cubic Yard Dump Truck   | \$ 135.00          | \$ 1,350.00     |
| 65-74 Cubic Yard Dump Truck   | \$ 135.00          | \$ 1,350.00     |
| 75+ Cubic Yard Dump Truck   | \$ 145.00          | \$ 1,450.00     |
| Tub Grinder, Diamond Z or Equal   | \$ 550.00          | \$ 5,500.00     |
| Water Truck (2,000 Gallon)  | \$ 90.00           | \$ 900.00       |

**EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES***All Equipment Rates listed below include operator, fuel and maintenance costs.*

| <b>Equipment</b>                       | <b>Hourly Rate</b> | <b>Day Rate</b> |
|--|--------------------|-----------------|
| Pickup Truck                           | \$ 12.00           | \$ 120.00       |
| Pickup Truck, Extended Cab             | \$ 15.00           | \$ 150.00       |
| Pickup Truck, 4X4                      | \$ 20.00           | \$ 200.00       |
| Pickup Truck, 1 Ton                    | \$ 20.00           | \$ 200.00       |
| Box Truck                              | \$ 24.00           | \$ 240.00       |
| Passenger Car                          | \$ 12.00           | \$ 120.00       |
| 20' Response Trailer                   | \$ 24.00           | \$ 240.00       |
| 36' Response Trailer                   | \$ 28.00           | \$ 280.00       |
| Office Trailer                         | \$ 29.50           | \$ 295.00       |
| Flatbed Trailer, 10 Ton w/Pinole Hitch | \$ 20.00           | \$ 200.00       |
| 12' Work Boat w/Motor                  | \$ 75.00           | \$ 750.00       |
| 12' Work Boat wo/Motor                 | \$ 60.00           | \$ 600.00       |
| Vacuum Truck, 3,500 Gallon             | \$ 40.00           | \$ 400.00       |

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES***All Equipment Rates listed below include operator, fuel and maintenance costs.*

| <b>Equipment</b>  | <b>Hourly Rate</b> | <b>Day Rate</b> |
|---|--------------------|-----------------|
| Hand Operated Transfer Pump   | \$ 12.50           | \$ 125.00       |
| 1" Diaphragm Pump   | \$ 20.00           | \$ 200.00       |
| 2" Diaphragm Pump   | \$ 27.50           | \$ 275.00       |
| 2" Diaphragm Pump S.S.  | \$ 35.00           | \$ 350.00       |
| 3" Diaphragm Pump   | \$ 40.00           | \$ 400.00       |
| 6" Diaphragm Pump   | \$ 60.00           | \$ 600.00       |
| 1" Suction or Discharge Hose  | \$ 5.00            | \$ 50.00        |
| 2" Suction or Discharge Hose  | \$ 5.00            | \$ 50.00        |
| 3" Suction or Discharge Hose  | \$ 7.50            | \$ 75.00        |
| 6" Suction or Discharge Hose  | \$ 10.00           | \$ 100.00       |
| 2" Chemical Suction or Discharge Hose   | \$ 7.50            | \$ 75.00        |
| 3" Chemical Suction or Discharge Hose   | \$ 7.50            | \$ 75.00        |
| 6" Chemical Suction or Discharge Hose   | \$ 10.00           | \$ 100          |
| 185 CFM Compressor  | \$ 45.00           | \$ 450.00       |
| Air-hose Section, 50 feet   | \$ 6.50            | \$ 65.00        |
| Portable Lighting trailer   | \$ 15.00           | \$ 150.00       |
| Diesel Powered Generator, 60kw - 80kw, 3 phase,<br>240/480 volt, trailer mounted, including 50' of cabling w/plug | 25.00<br>\$        | 250.00<br>\$    |
| Electrical Cable Section (50')  | \$ 5.00            | \$ 50.00        |

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES***All Equipment Rates listed below include operator, fuel and maintenance costs.*

| <b>Equipment</b>                                  | <b>Item/Hourly Rate</b> | <b>Day Rate</b> |
|---|-------------------------|-----------------|
| HEPA Vac  | \$ 60.00                | \$ 600.00       |
| Traffic Control Vest, Cones, Flags, Barrels, etc. | \$ 60.00                | \$ 600.00       |
| Extension Ladder, 28' – 35'                       | \$ 7.50                 | \$ 75.00        |
| Photographic Equipment                            | \$ 20.00                | \$ 200.00       |
| Portable Toilet                                   | \$ 4.00                 | \$ 40.00        |
| Mechanized Broom                                  | \$ 7.00                 | \$ 70.00        |
| 4 mil 20X100 Polyethylene                         | \$ 35.00                | \$ N/A          |
| 6 mil 20X100 Polyethylene                         | \$ 75.00                | \$ N/A          |
| 6 mil Bags  | \$ 19.00                | \$ N/A          |
| 55 – Gallon Drum, CEP-SD55THNEW, or equal         | \$ 135.00               | \$ N/A          |
| 55 – Gallon Drum Liners, 10 mil                   | \$ 250.00               | \$ N/A          |
| Fiber Drums, CEP-FIB30L, or equal                 | \$ 200.00               | \$ N/A          |
| 30 Gallon Over-pack, CEP-1230YE, or equal         | \$ 130.00               | \$ N/A          |
| 95 Gallon Poly Over-pack, CEP1237YE, or equal     | \$ 310.00               | \$ N/A          |
| Caution/Hazard Tape                               | \$ 10.00                | \$ N/A          |

**EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES**

| <b>Personnel</b>                       | <b>Hourly Rate</b> | <b>Day Rate</b> |
|--|--------------------|-----------------|
| Climber with Gear                      | \$ 72.00           | \$ 720.00       |
| Operator with Chainsaw / chaps         | \$ 62.00           | \$ 620.00       |
| Survey Personnel with Vehicle          | \$ 98.00           | \$ 980.00       |
| Maintenance of Traffic Personnel       | \$ 48.00           | \$ 480.00       |
| Laborer                                | \$ 48.00           | \$ 480.00       |
| Field Hazardous Material Technician    | \$ 75.00           | \$ 750.00       |
| Certified Health and Safety Specialist | \$ 95.00           | \$ 950.00       |

**EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES**

| <b>Personnel</b>                             | <b>Hourly Rate</b> | <b>Day Rate</b>   |
|--|--------------------|-------------------|
| NIMS Qualified Section Chief (OSC, LSC, PSC) | \$ 110.00          | \$ 1,100.00       |
| County Staging Area Manager                  | \$ 80.00           | \$ 800.00         |
| Project Manager                              | \$ 110.00          | \$ 1,100.00       |
| Chemist                                      | \$ 125.00          | \$ 1,250.00       |
| Heavy Equipment Operator                     | \$ 56.00           | \$ 560.00         |
| Asbestos Abatement Supervisor                | \$ 105.00          | \$ 1,050.00       |
| Asbestos Abatement Worker                    | \$ 75.00           | \$ 750.00         |
| Asbestos Inspector                           | \$ 75.00           | \$ 750.00         |
| Truck Driver                                 | \$ 56.00           | \$ 560.00         |
| <b>ADDITIONAL SERVICES</b>                   |                    |                   |
|  | <b>Unit</b>        | <b>Unit Price</b> |
| Storm Sewer Cleaning                         | Foot               | \$ 8.00           |
| White Goods, as specified                    | Each               | \$ 95.00          |
| Freon Recovery, as specified                 | Pound              | \$ 50.00          |
| Dead Animal Removal and Disposal             | Pound              | \$ 10.00          |

THE ABOVE RATES INCLUDE SALARY COSTS, FRINGE BENEFITS,  
OVERHEAD,  
OPERATING MARGIN & PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

**\*Attach Additional Pricing Sheets, if necessary.**

\_\_\_\_\_  
Authorized Signature  
John D. Lawrence, Chief Financial Officer  
\_\_\_\_\_  
Printed Name & Title  
Phillips & Jordan, Incorporated  
\_\_\_\_\_  
Company Name  
(865)688-8342  
\_\_\_\_\_  
Primary Phone #  
(865)392-3090  
\_\_\_\_\_  
Fax #  
56-0694573  
\_\_\_\_\_  
Federal ID# or SS#

6/19/18  
\_\_\_\_\_  
Date  
10201 Parkside Drive  
\_\_\_\_\_  
Street Address  
Knox  
\_\_\_\_\_  
County  
Knoxville, TN  
\_\_\_\_\_  
City, State  
37922  
\_\_\_\_\_  
Zip Code

## **GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

|  |             |
|--|-------------|
| Each Occurrence Limit  | \$1,000,000 |
| Personal & Advertising Injury Limit  | \$1,000,000 |
| Fire Damage Limit (any one fire)   | \$ 300,000  |
| Medical Expense Limit (any one person)   | \$ 10,000   |
| Products & Completed Operations Aggregate Limit  | \$2,000,000 |
| General Aggregate Limit (other than Products & Completed Operations) Applies Per Project | \$2,000,000 |

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

### **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

|   |                         |
|---|-------------------------|
| <u>Part One</u> – Workers' Compensation Insurance – Unlimited |                         |
| Statutory Benefits as provided in the Florida Statutes and    |                         |
| <u>Part Two</u> – Employer's Liability Insurance              |                         |
| Bodily Injury By Accident                                     | \$500,000 Each Accident |
| Bodily Injury By Disease                                      | \$500,000 Policy Limit  |
| Bodily Injury By Disease                                      | \$500,000 Each Employee |

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

### **AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

|                                       |             |
|---------------------------------------|-------------|
| Combined Single Limit – Each Accident | \$1,000,000 |
|---------------------------------------|-------------|

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

### **UMBRELLA INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

|                       |             |
|-----------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Aggregate Limit       | \$1,000,000 |

### **ENVIRONMENTAL LIABILITY INSURANCE**

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability, Environmental Liability, insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)



CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.