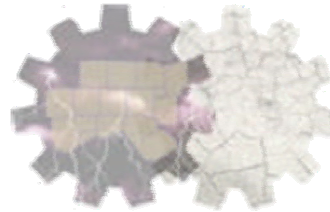


North Central Texas Council of Governments



**DISASTER DEBRIS MANAGEMENT
STUDY**

TAB H

SAMPLE SCOPE OF WORK

**DEBRIS REMOVAL AND DISPOSAL
OPERATIONS,
DEBRIS MANAGEMENT SITE OPERATIONS,
DEBRIS CLEARANCE FOR ACCESS FROM
RIGHTS-OF-WAY AND PUBLIC PROPERTY**

SAMPLE SCOPE OF WORK

1.0. SCOPE OF WORK

1.1. Overview

- 1.1.1. The scope of work for this RFP is divided into three (3) parts. Part 1 is for Debris Removal and Disposal Operations. Part 2 is for Debris Management Site Operations. Part 3 is Debris clearance for access from rights-of-way and public property.
- 1.1.2. Specific work authorizations by **(COUNTY/MUNICIPALITY)** will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time frame for completion, rates to be used, etc. Other disaster response and recovery work may be added, such as screening sand for beach replenishment, and any requirements or rates not covered by this Proposal will be negotiated. **(COUNTY/MUNICIPALITY)** reserves the right to extend operations on a weekly basis.
- 1.1.3. The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: **36** hours- 25%, **72** hours- 50%, **96** hours- 75%, and **120** hours- 100% unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, **(COUNTY/MUNICIPALITY)** may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order issued by the **(COUNTY/MUNICIPALITY)**. Each Task Order will be uniquely and sequentially numbered.

The CONTRACTOR shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in (COUNTY/MUNICIPALITY), Texas does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.

- 1.1.4. The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Texas code requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what additional permits are necessary to perform under the contract, but at the minimum must hold a business license and CONTRACTOR's license from **(COUNTY/MUNICIPALITY)** where services are performed. Copies of all permits shall be submitted to the **(COUNTY/MUNICIPALITY)** Debris Manager as soon as available.

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- 1.1.5. The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount shown in the Price Proposal Form (Attachment B). Payment will be made at the unit rates proposed by the CONTRACTOR. The output will be verified by **(COUNTY/MUNICIPALITY)** in the daily operational report. Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- 1.1.6. The CONTRACTOR 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 **(COUNTY/MUNICIPALITY)**
- 1.1.7. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private CONTRACTOR.

The CONTRACTOR shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

1.2. Part 1 – Debris Removal and Disposal Operations

- 1.2.1. The purpose of Part 1 of this scope of work is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the **(COUNTY/MUNICIPALITY)** area.
- 1.2.2. The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.
- 1.2.3. All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.
- 1.2.4. The work shall consist of clearing and removing disaster generated debris as directed by **(COUNTY/MUNICIPALITY)**. During the course of this contract, and once operations have commenced, the CONTRACTOR shall not relocate any equipment or labor assets, including SUB-CONTRACTORS, from one **(COUNTY/MUNICIPALITY)** to another without giving 24 hours advanced notice of the intended relocation to the

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(COUNTY/MUNICIPALITY). In addition to this requirement for advanced notice, the CONTRACTOR will complete all debris clearing, loading and hauling operations that have been started on any particular pass through a neighborhood.

- 1.2.5. The debris, once loaded and removed from the public right-of-way or other public property, shall become the property of the CONTRACTOR, unless otherwise negotiated by the *(COUNTY/MUNICIPALITY)*. *(COUNTY/MUNICIPALITY)* will provide temporary debris management sites, to the extent they are available, for the CONTRACTOR'S use in volume reduction efforts and recycling programs.

Work may include:

- Clearing debris from public rights-of-way and public property, if authorized.
- Constructing debris management sites, as required, at locations selected or approved by the *(COUNTY/MUNICIPALITY)*.
- Loading and hauling debris from public rights-of-way and public property to debris management sites, or authorized disposal facilities, and dumping.
- Managing and operating the debris management sites and loading debris reduction by-products for hauling and disposal.
- Performing debris by-product recycling programs, as negotiated and approved by the *(COUNTY/MUNICIPALITY)*.
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.
- Providing traffic control during debris loading operations on public rights-of-way.

- 1.2.6. The *(COUNTY/MUNICIPALITY)* will be responsible for all tipping fees at the authorized landfill. Debris delivered to a debris management site will be paid based on the price per cubic yard for unreduced debris and the distance hauled according to Items 1.0 through 4.0 of Part A of the Price Proposal Form.

1.3. Debris Management Sites

- 1.3.1. The CONTRACTOR shall use only debris management sites designated by *(COUNTY/MUNICIPALITY)* Debris Managers. The CONTRACTOR shall not assume that debris management sites and landfills, located outside of the jurisdictional boundaries of the agency initiating a task order, are available to the CONTRACTOR unless so specified in the task order.
- 1.3.2. The debris management site foreman is appointed by the CONTRACTOR and shall direct all dumping operations and will coordinate removal of debris, and reduction by-products to *(COUNTY/MUNICIPALITY)* authorized landfill locations for subsequent disposal or to recycling processors selected by the CONTRACTOR and approved by *(COUNTY/MUNICIPALITY)*.

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1.4. Equipment

1.4.1. All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and trailers used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

- Fencing must be permanently attached to one side of the truck bed.
- After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
- Fencing must extend to the bottom of the bed.
- After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
- Solid iron metal bars must be secured to both sides of the fencing.

1.4.2. All trucks and trailers must be suitable for equipment loading. The **(COUNTY/MUNICIPALITY)** Debris Manager desires that the CONTRACTOR maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. Hand loading of trucks or trailers must be approved in writing by the **(COUNTY/MUNICIPALITY)** Debris Manager before being put into operation. Trucks that do not comply with these conditions may be approved for use, depending upon the needs of **(COUNTY/MUNICIPALITY)**, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation.

1.4.3. The CONTRACTOR shall submit to **(COUNTY/MUNICIPALITY)** certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed by the CONTRACTOR and a **(COUNTY/MUNICIPALITY)** representative. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. **(COUNTY/MUNICIPALITY)** reserves the right to re-measure trucks at any time to verify reported capacity.

1.4.4. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed, and any exceptions to the above

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requirements, such as 3/4" minimum plywood, must be approved in writing by the (*COUNTY/MUNICIPALITY*) Debris Manager.

- 1.4.5. Trucks or equipment that are designated for use under this contract shall not be used for any other work. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated (*COUNTY/MUNICIPALITY*) during the period of this contract. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this contract. Neither will the CONTRACTOR mix debris being hauled for different (*COUNTY/MUNICIPALITY*) prior to delivery to a debris management site.

1.5. Securing Debris

- 1.5.1. The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.
- 1.5.2. The overall maximum height of hauling equipment, including sideboards and debris, shall be no greater than 13 feet 6 inches, or as approved by the (*COUNTY/MUNICIPALITY*). The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. The CONTRACTOR must also verify the clearance of bridges and overpasses on all routes to be used, however, any such structure, with clearance less than 13 feet 6 inches, should be placarded showing the reduced clearance. Maximum width of a truck should be no greater than 8'6" wide. The CONTRACTOR is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

1.6. Equipment Signage

- 1.6.1. Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. 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 the 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" in height.

1.7. Other Considerations

- 1.7.1. The CONTRACTOR shall assign and provide an Operations Manager (OM) to (*COUNTY/MUNICIPALITY*) Debris Management Center to serve as the principal

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liaison between the *(COUNTY/MUNICIPALITY)* Debris Manager and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facts of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangement for on site accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the *(COUNTY/MUNICIPALITY)* Debris Manager. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the *(COUNTY/MUNICIPALITY)* Debris Manager within one hour of notification.

- 1.7.2. In like manner, the CONTRACTOR'S Operations Manager shall assign and provide an Operations Supervisor for each *(COUNTY/MUNICIPALITY)* that is identified in a *(COUNTY/MUNICIPALITY)* Task Order. These subordinate operations supervisors are responsible to the CONTRACTOR'S Operations Manager and serve as the CONTRACTOR'S day-to-day point of contact and representative with the *(COUNTY/MUNICIPALITY)*. Depending upon the magnitude and complexity of the debris removal operations, it may be permissible to allow an individual Operations Supervisor to represent the CONTRACTOR and his/her Operations Manager with more than one *(COUNTY/MUNICIPALITY)*. Multiple assignments for Operations Supervisors require *(COUNTY/MUNICIPALITY)* approval.
- 1.7.3. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- 1.7.4. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 1.7.5. Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards and the distance hauled depending on where the debris is taken. Debris hauled to a debris management site will require a validated load ticket. Drivers will be given load tickets at the loading site by a *(COUNTY/MUNICIPALITY)* loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the debris management site by a *(COUNTY/MUNICIPALITY)* debris management site (Disposal) monitor. The estimated quantity will be recorded on the load ticket. The *(COUNTY/MUNICIPALITY)* debris management site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or

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scale tickets match. A sample debris load ticket is provided by Exhibit ____ of Attachment _____. The load ticket will include an original and four copies.

- 1.7.6. The **(COUNTY/MUNICIPALITY)** debris management site monitors and the disposal facility monitors will use their best judgement in estimating the quantity of debris in the trucks. For purposes of this contract the **(COUNTY/MUNICIPALITY)** monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions from a 100% full load that can be expected, see the diagrams provided in Exhibit _____

1.8. Part 2 – Debris Management Site Operations

- 1.8.1. The purpose of Part 2 of this scope of work is to define the requirements for Debris Management Site Operations after any catastrophic disaster within **(COUNTY/MUNICIPALITY)**.
- 1.8.2. The scope of work for Debris Management Site Operations consists of two phases.
- 1.8.3. Phase I. The first phase includes site setup/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Price Proposal Form, Part B. Site setup/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerick or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in Price Proposal Form, Part B. Materials required for set/preparation and closeout/restoration shall be paid at cost or as negotiated during the issuance of the Task Order.
- 1.8.4. Additional guidance on the procedures for Debris Management Site setup, operation and close out are provided in Exhibit ____ to Attachment _____. This exhibit includes subsections regarding:
- Debris Management Site Setup, Operation and Close Out Guidelines
 - Burning and Grinding Operations
 - Environmental Checklist for Air Curtain Pit Burners
 - Land Application of Wood Ash
 - Spontaneous Combustion in Mulch Piles
 - Closure and Restoration of Debris Management Sites
- 1.8.5. Phase II consists of debris management site operations and material processing and shall be compensated in accordance with the unit prices provided in the Price Proposal Form, Part A.

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- 1.8.6. The CONTRACTOR shall provide equipment, operators, and laborers for debris management site operations as specified by Task Order. Unit prices provided in the Price Proposal Form, Part A, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.
- 1.8.7. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator unless costs identified separately in the Task Order.
- 1.8.8. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.
- 1.8.9. The work shall consist of managing the operations of a debris management site and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the *(COUNTY/MUNICIPALITY)* Debris Manager, and/or recycling of marketable material by the CONTRACTOR.
- 1.8.10. The *(COUNTY/MUNICIPALITY)* plans to use only vegetative debris management sites that will be devoted to the reduction of clean woody debris by either burning or grinding, if the disaster is related to a tornado or flooding or other major storm event.
- 1.8.11. Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to a *(COUNTY/MUNICIPALITY)* identified temporary transfer point or authorized landfills. All currently authorized landfills are shown in Exhibit ____ to Attachment ____ . Additional landfills may be identified as work progresses.
- 1.8.12. The establishment of C&D debris management sites, to operate as transfer points, will be authorized if the situation involves other types of man-made or natural disasters with greater volumes of C&D debris.
- 1.8.13. Material coming into the Vegetative debris management sites will be measured and paid for by the in bound, truck measured, cubic yard according to the Price Proposal Form, Part A.
- 1.8.14. Locations of all debris management sites will be provided by the *(COUNTY/MUNICIPALITY)* and currently identified sites are shown in Exhibit ____ to Attachment ____ . The *(COUNTY/MUNICIPALITY)* Debris Manager must approve site improvements before work begins and any costs, other than those in the Price Proposal Form, that might have been negotiated under a Task Order shall be documented for payment.
- 1.8.15. When performing a Task Order using Part B Hourly Prices the CONTRACTOR shall submit a report to the *(COUNTY/MUNICIPALITY)* Debris Manager by 11:00 a.m. each business day, for the previous day's work for the term of the Task Order. A sample Task

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Order is provided by Exhibit J to Attachment A. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Task Order Number
- Daily and cumulative hours for each piece of equipment, if appropriate.
- Daily and cumulative hours for personnel, by position, if appropriate.
- Volumes of debris handled
- Volume of debris recycled

- 1.8.16. Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of the **(COUNTY/MUNICIPALITY)**.
- 1.8.17. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 1.8.18. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area.
- 1.8.19. The **(COUNTY/MUNICIPALITY)** will not provide to the Contractor(s) potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction or temporary C&D debris storage site(s).
- 1.8.20. The Contractor(s) shall provide utility clearances and sanitation facilities, if needed. The Contractor(s) shall protect existing infrastructure at the sites and repair any damage caused by his operations at no additional cost.
- 1.8.21. The Contractor(s) shall be responsible for installing site security measures and maintaining security for operations at the site.
- 1.8.22. The Contractor(s) shall manage the site to minimize the risk of fire.
- 1.8.23. The Contractor(s) shall be responsible for the closure of the debris management site(s) within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing/storage operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all local requirements. The Contractor(s) is responsible for the proper disposal of non-burnable and unprocessed debris and wood chips. Disposal of the hazardous waste debris and home/office electronic devices is not the responsibility of the Contractor(s) under this contract. The disposal of hazardous

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waste debris and home/office electronic devices is to be coordinated through the *(COUNTY/MUNICIPALITY)* Debris Management Center. The Contractor(s) shall receive approval from the *(COUNTY/MUNICIPALITY)* Debris Manager as to the final acceptance of a site closure. Final payment shall be released to the Contractor(s) upon acceptance of the site by the *(COUNTY/MUNICIPALITY)* Debris Manager.

1.9. Part 3 – Debris Clearance (for access) from Rights-of-Way and Public Property

- 1.9.1. The *(COUNTY/MUNICIPALITY)* provides debris management, including the clearance (moving debris from the middle of the road, etc.) of debris from rights-of-way and public property. The *(COUNTY/MUNICIPALITY)* intend to perform debris clearance for access with their own forces or under existing contractual agreements between the *(COUNTY/MUNICIPALITY)* and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- 1.9.2. This debris clearance is to be considered a supplemental service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis with a limit of 70 hours using the rates in the Price Proposal Form, Part B.

2.0 MISCELLANEOUS REQUIREMENTS

2.1. Debris Management Site Foreman

- 2.1.1. The debris management site foreman, provided by the CONTRACTOR, is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. The debris management site foreman will coordinate directly with the *(COUNTY/MUNICIPALITY)* site monitor.
- 2.1.2. The debris management site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the CONTRACTOR'S Operations Manager, for further delivery to the *(COUNTY/MUNICIPALITY)* Debris Manager.

2.2. Debris Management Site Night Foreman

- 2.2.1. The debris management site night foreman, provided by the CONTRACTOR, is responsible for managing all night operations approved by the *(COUNTY/MUNICIPALITY)* that will be limited primarily to burning. Coordination with the *(COUNTY/MUNICIPALITY)* site monitor is required.
- 2.2.2. The debris management site night foreman will be responsible for documenting equipment and labor time, quantities of materials processed, and providing the daily operational report to the CONTRACTOR'S Operations Manager, for further delivery to the *(COUNTY/MUNICIPALITY)* Debris Manager.

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2.3. Debris Management Site Management Plan

2.3.1. Once the debris management site is identified by the (*COUNTY/MUNICIPALITY*), the CONTRACTOR will provide a Site Management Plan.

2.3.2 Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- **Access to site**
 - Site preparation – clearing, erosion, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, CONTRACTOR work, area, and inspection tower
 - Location of incineration operations and grinding operations (if required). Burning operations require a 200-foot clearance from the stockpile and 500-foot clearance from structures, roadways or wooded areas.
 - Location of existing structures or sensitive areas requiring protection.

2.4. Inspection Tower

2.4.1 The CONTRACTOR shall construct an inspection tower at each debris management site. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6' – 6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the (*COUNTY/MUNICIPALITY*) Debris Manager but will, as a minimum, provide the same dimensions and safety considerations.

2.4.2. The debris management site, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria. Applicable Site Applicant/Contractor Safety Audit Form is attached as Exhibit _____.

2.5. Household Hazardous Waste Containment Area

2.5.1. The CONTRACTOR shall construct a hazardous material containment area at each debris management site. This area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the area is required to

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prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

2.6. Private Property Access

- 2.6.1. The CONTRACTOR is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or rights-of-way. For such situations a sample Right of Entry Agreement Form is provided as Exhibit _____ to Attachment _____. If circumstances make removal of debris from private property necessary or beneficial to the (*COUNTY/MUNICIPALITY*), a change to the scope of work will be negotiated.

2.7. Recycling Program

- 2.7.1 (*COUNTY/MUNICIPALITY*) will consider the recycling programs that are in use at the available landfills, in the process of assigning the CONTRACTORS to use specific disposal locations. Recycling of construction and demolition (C&D) debris, through material salvage, and recycling of clean, woody debris by mulching and composting is within the (*COUNTY/MUNICIPALITY*) Solid Waste mission and will be pursued to the extent practicable.
- 2.7.2. Recycling of debris removed by the CONTRACTOR is encouraged. The CONTRACTOR may be able to assume ownership of the debris upon collection and removal from rights-of-way or public property. Debris ownership will be the subject of negotiation with the (*COUNTY/MUNICIPALITY*). Ownership of the debris may be transferred to the CONTRACTOR in whole or in part, and in either case, the following conditions will apply:
1. The debris management sites may be available for use by the CONTRACTOR in the recycling efforts. However, the availability and environmental permitting will not be extended for debris management sites beyond that required for normal debris reduction and disposal activities.
 2. The sale of marketable timber, chips, mulch and other recyclable materials is authorized.
 3. The share of the profits to be retained by the CONTRACTOR will be determined by the above negotiations.
 4. Appropriate reductions to the Part A Price Proposal Form Quantities for debris management site operations and for disposal site hauling will be negotiated with the (*COUNTY/MUNICIPALITY*) for all services not performed.

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5. The overall cost to the *(COUNTY/MUNICIPALITY)* will not be increased as a result of the CONTRACTOR'S recycling program, and some decrease is anticipated and will be the subject of negotiations.

2.8. Debris Collection Efficiency/Cleanliness

- 2.8.1. The CONTRACTOR is responsible for collecting and removing, from public rights-of-way and public property, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into plastic bags. Except for the above, the CONTRACTOR will collect and remove all debris existing on a street during each pass and not leave any debris for subsequent passes. This does not preclude the CONTRACTOR from using separate vehicles and crews to: separate plastic bags from other vegetative debris; collecting C&D debris; collecting recyclable timber or from hauling stumps with rootballs. The CONTRACTOR will organize his equipment and crews so that all types of debris are collected within any one pass.

2.9. Damages to Public or Private Property

- 2.9.1 The CONTRACTOR shall be responsible for any damage to private or public property that results from his debris collection and removal activities. Disagreements will be settled through negotiations. Repair of damaged areas will be performed immediately. The effected area or item will be restored to equal or better than its original condition. The CONTRACTOR shall supply the *(COUNTY/MUNICIPALITY)* with semi-weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

2.10. Debris Removal from Drainage Systems

- 2.10.1. The CONTRACTOR may be required to clear debris from various ditches, canals, streams, lakes, reservoirs, structures and other drainage system components. This clearing may require either hauling or disposal on site, as directed by the *(COUNTY/MUNICIPALITY)* Debris Manager. The *(COUNTY/MUNICIPALITY)* will develop a scope of work for each system component including: description of debris to be removed including sizes and numbers of trees, locations, photographs, access points and similar information. The CONTRACTOR will submit lump sum cost estimates for each location with unit pricing taken from Part B of the Price Proposal Form.

2.11. Tree and Limb Removal with Specialized Equipment

- 2.11.1. The CONTRACTOR may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the *(COUNTY/MUNICIPALITY)* Debris Manager and direction to

SAMPLE SCOPE OF WORK

proceed and pricing will be handled in a similar manner as Debris Removal from Drainage Systems. The *(COUNTY/MUNICIPALITY)* Debris Manager will provide a detailed description of the trees or limbs to be removed and the CONTRACTOR will provide a lump sum cost estimate based upon unit prices from Items 12.0 through 16.0 of Part A of the Price Proposal Form. Any deviation from these unit prices will be the subject of negotiations.

2.12. Removal of Hazardous Stumps

2.12.1. The CONTRACTOR may be required to remove hazardous stumps that have not been fully uprooted, by grinding or digging. The determination of the existence of a hazardous situation is the responsibility of the *(COUNTY/MUNICIPALITY)* Debris Manager. Direction to proceed and pricing will be handled similar to Debris Removal from Drainage Systems and Tree & Limb Removal. The *(COUNTY/MUNICIPALITY)* Debris Manager will provide a detailed description of the stumps to be removed and the CONTRACTOR will provide a lump sum cost estimate based upon the unit prices from Items 5.0 through 8.0 of Part A of the Price Proposal Form. Any deviation from these unit prices will be the subject of negotiations. The loading, hauling and dumping of these stumps, as well as of stumps and rootballs that are already uprooted (not requiring extensive digging or grinding) shall be paid under Items 1.0 through 4.0 or 9.0 through 11.0, as appropriate.

3.0 ADDITIONAL CONSIDERATIONS

3.1 The *(COUNTY/MUNICIPALITY)* Debris Manager shall have the right to terminate a contract or a part thereof before the work is completed in the event:

3.1.1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.

3.12 The Contractor(s) is not adequately complying with the specifications.

3.13 Proper techniques are not being followed after warning notification by the *(COUNTY/MUNICIPALITY)* Debris Management Center.

3.13.1 The Contractor(s) refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity.

3.13.2 The Contractor(s), in the judgment of the *(COUNTY/MUNICIPALITY)* Debris Management Center is unnecessarily or willfully delaying the performance and completion of the work.

3.13.3 The Contractor(s) refuses to proceed with work when and as directed by the *(COUNTY/MUNICIPALITY)* Debris Management Center.

SAMPLE SCOPE OF WORK

3.13.4 The Contractor(s) abandons the work.

3.13.5 The Contractor(s) employs subcontract who are on the Federal debarred listing.

4 PERFORMANCE SCHEDULE

- 4.1. Immediately following Contract Award, the apparent responsible bidder(s) will meet with the **(COUNTY/MUNICIPALITY)** Debris Manager to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.
- 4.2. At each vegetative debris reduction site, the Contractor(s) is required to grind a minimum of 200-250 cubic yards per hour per grinder with 4 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of Notice to Proceed. Liquidated damages shall be assessed at \$500.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.
- 4.3. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the **(COUNTY/MUNICIPALITY)** Debris Management Center that the last load of debris has been delivered, unless the **(COUNTY/MUNICIPALITY)** Manager initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established above.
- 4.4. Unless directed otherwise by the **(COUNTY/MUNICIPALITY)** Debris Management Center, the Contractor(s) shall conduct volumetric reduction operations 24 hours per day, 7 days per week. Hauling of debris from rights-of-way and public property will be limited to day-light hours, 7 days per week.

5.0 CONTRACTOR(S) PETROLEUM, OIL, LUBRICANT (POL) SPILLS

- 5.1 The Contractor(s) shall be responsible for reporting to the **(COUNTY/MUNICIPALITY)** Debris Management Center and cleaning up all petroleum, oil, lubricant (POL) spills caused by the Contractor(s)'s operations at no additional cost.
- 5.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations.
- 5.3 Spills other than on-the-site shall be reported to the National Response Center, and the **(COUNTY/MUNICIPALITY)** Debris Management Center immediately following discovery. A written follow-up shall be submitted to the **(COUNTY/MUNICIPALITY)** Debris Management Center 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:
 - Description of the material spilled (including identity, quantity, etc.).

SAMPLE SCOPE OF WORK

- Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor(s) has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- Corrective actions taken to prevent reoccurrence of similar event.

SAMPLE SCOPE OF WORK

EXHIBIT ____

**PRICE PROPOSAL FORM
FOR
DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL
RFP NO**

**NCTCOG Disaster Debris Management Study
DRAFT**

SAMPLE SCOPE OF WORK

**PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL
RFP NO**

PART A – Volume based pricing for _____ cubic yard of disaster debris

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
1.0 Pickup from Public Property or Right of Way and hauling to a designated Temporary Debris Management Site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).		CY		
2.0 Pickup from Public Property, or Right of Way, and hauling to a designated Temporary Debris Management Site or to a Disposal Facility 15 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 3.0 or 4.0).		CY		

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SAMPLE SCOPE OF WORK

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
3.0 Pickup from Public Property, or Right of Way, and hauling to a designated Temporary Debris Management Site or to a Disposal Facility 30.0 to 60.0 miles away (one-way miles). (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 4.0).		CY		
4.0 Pickup from Public Property or Right-of-way and hauling to a Disposal Facility 60.0 – 120.0 miles away (one-way miles)		CY		
5.0 Removal and disposal of hazardous stumps, that are not uprooted, 24” – 36” in diameter, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil.		Each		
6.0 Removal and disposal of hazardous stumps, that are not uprooted, 37” or larger in diameter, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil.		Each		
7.0 Loading, hauling and dumping of uprooted stumps 24 to 36 inches with root ball.		Each		
8.0 Loading, hauling and dumping of uprooted stumps 37-48 inches with root ball.		Each		
9.0 Loading, hauling and dumping of uprooted stumps 49 inches and larger with root ball.		Each		

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SAMPLE SCOPE OF WORK

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
10.0 Removal and disposal of hazardous hanging limbs greater than 2 inches in diameter.		Each		
11.0 Temporary Debris Management Site operation, debris acceptance, pile management, and material loading for transport.		CY		
12.0 Volume reduction of debris through grinding and/or chipping.		CY		
13.0 Volume reduction through air curtain incineration.		CY		
14.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (based on one-way miles) (incinerator operation and disposal compensated under Part B).		Ton/Miles		
15.0 Hauling reduced, non-recycled, debris from Debris Management Site to a Disposal Facility less than 15 miles away (one way miles) with quantities verified by site monitor at inspection tower.		CY		
16.0 Hauling reduced, non-recycled, debris from Debris Management Site to a Disposal Facility between 16-30 miles away (one way miles) with quantities verified by site monitor at inspection tower. Distances over 30 miles to be negotiated.		CY		
17.0 Grand Total				

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SAMPLE SCOPE OF WORK

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. A Ton-Mile equals the weight of animal carcasses in the trailer times the one way mileage to the destination. Weight of carcasses will be determined by use of fixed or portable scales at disposal facility or incinerator site. Details of scope of work may require negotiations.

Items 7.0, 8.0 & 9.0 indicate ranges of stump sizes. These stump sizes shall refer to the diameter of the tree trunk measured 24 inches up from where the tree originally exited the ground. The payment unit is “each” and the estimated quantity is provided only for the purpose of obtaining price proposals. The attached root ball, regardless of shape, size or weight, is considered part of the stump. Stumps less than 24 inches in diameter, with attached root balls, will be considered to be normal debris and payment for loading, hauling, and dumping shall be provided under Items 1.0 through 4.0.

Item 10.0 relates only to the removal of hazardous hanging limbs (greater than 2 inches in diameter) hanging over the edge of the right-of-way. Price includes loading, hauling and dumping. CONTRACTOR is responsible to remove only hazardous hanging branches on any tree as verified by a **(COUNTY/MUNICIPALITY)** monitor, with price to be determined by the actual number of hazardous branches removed as recorded on a load ticket.

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SAMPLE SCOPE OF WORK

Part B – Hourly prices

For Debris Management Site Set-up and Closure And Debris Clearance for Access			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Air Curtain Pit Burner			
Air Curtain Refractory Incinerator			
Bobcat Loader			
Bucket Truck w/Operator			
Chipper/Mulcher (8" throat)			
Chipper/Mulcher (12" throat)			
Crew Foreman w/Cell Phone and Pickup			
Dozer, Tracked, D5 or similar			
Dozer, Tracked, D6 or similar			
Dozer, Tracked, D7 or similar			
Dozer, Tracked, D8 or similar			
Dump Truck, 18 CY-20 CY			
Dump Truck, 21 CY-30 CY			
Generator and Lighting			
Grader w/12' Blade			
Hydraulic Excavator, 1.5 CY			
Hydraulic Excavator, 2.5 CY			
Knuckleboom Loader			
Laborer w/Chain Saw			
Laborer w/small tools, traffic control, flag person			
Lowboy Trailer w/Tractor			
Log Skidder			
Mobile Crane (Adequate for hanging limbs/leaning trees)			
Operations Manager w/Cell Phone and Pickup			
Pickup Truck, .5 Ton			

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SAMPLE SCOPE OF WORK

For Debris Management Site Set-up and Closure And Debris Clearance for Access			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Soil Compactor 80 HP			
Soil Compactor, Towed Unit			
Stump Grinder 30" diameter or less			
Stump Grinder greater than 30" diameter			
Traffic Control, Temporary Single Lane Closure			
Traffic Control, Temporary Road Closure			
Tree Climber s/Chainsaw			
Truck, Flatbed			
Tub Grinder, 800 to 1,000 HP			
Waste Collection Rear Loader Truck			
Water Truck			
Wheel Loader, 2.5 CY, 950 or similar			
Wheel Loader, 3.5 – 4.0 CY, 966 or similar			
Wheel Loader, 4.5 CY, 980 or similar			
Wheel Loader-Backhoe, 1.0 – 1.5 CY			
Other – Please List			

Part B unit prices for equipment such as: air curtain burners/incinerators, chipper/mulchers and tub grinders do not pertain to debris management site operations, which are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from city property and city rights-of-way, which are included under Part A.