

GENERAL SPECIFICATIONS

According to the attached, these specifications intend to furnish Echols County with the following requisitioned equipment/service. It is clearly understood that the following are minimum specifications and are made to stock specifications of the equipment/service proposed.

The bidder agrees that Echols County reserves the right to waive technicalities and to reject any or all bids.

If you have any questions, please call the phone number on the cover page.

Depending on the purchase price, the Echols County Board of Commissioners will make the final decision regarding the purchase.

All sealed bids must have the Bid Number and Name of the Vendor submitting the bid on the front of the envelope. Sealed bids are due and opened on the date and time listed on the front cover page.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED!

Invoices are paid on a net 30 basis.

Any price(s) the dealer/vendor bid on items offered to Echols County shall be the price effective at the delivery date.

No delivery date of "ASAP" (As Soon As Possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.

Addendum(s) issued in a bid must be acknowledged and submitted with the original bid package.

INSTRUCTIONS TO BIDDERS

1. Bids must be made upon the proposal form if attached hereto. If no form is attached, please submit the proposal/bid on your company letterhead in a design/layout that best suits the price and information the County has requested. The following information should be listed legibly on the outside of the sealed envelope: **1. Name of vendor submitting the bid. 2. The Bid number and Title located on the cover page of the Bid Package.** Bids may be **hand-delivered ONLY** to the Echols County Board of Commissioners, 110 General Deloach Rd, Statenville, GA 31648. If you choose to mail your proposal, it should be mailed to Echols County Board of Commissioners, ATTN Alan Levesque, PO box 190, Statenville, GA 31648. Emailed or faxed bids will not be accepted. No Exceptions!
2. No bidder will be allowed to withdraw their bid for any reason after opening the bids unless otherwise stated in the specifications.
3. The following specifications represent the minimum general size, weight, capacity, and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition but to ensure, if possible, that all bids submitted would not be subject to correction or alteration after the bid has been filed, opened, and publicly read. Because of a vast disparity in design and manufacturing details, complete descriptive literature and manufacturer specifications must be submitted for each type of equipment offered. Echols County reserves the right to evaluate any or all bids, mainly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and services.
4. Federal or State taxes are not applicable to Georgia Counties under the United States Code Title 26.
5. The names of a specific brand, make, or definite specifications denote the desired quality standard of the article. The County does not restrict bidders to be a particular brand, create, or manufacturer named; it is to set forth and convey to prospective bidders the general style, type, character, and quality of the article desired.
6. The contract will be awarded on a Lowest Price, Technically Acceptable methodology, taking into consideration quality performance, the time specified in the specifications for the performance of the agreement, provision of needed and unneeded features, usefulness to the using department, whether the bidder meets the guidelines outlined in the specifications, and prior County experience.
7. Unless otherwise explicitly stated in the SPECIFICATIONS, any item that the county has sent out for bid(s) must be NEW equipment with the latest technology available. No remanufactured item will be accepted unless stated otherwise in the bid specifications.
8. All vendors Must attend the Mandatory Pre-Bid Meeting on June 17, 2025 @10 AM EST. The meeting will be held virtually. To participate in the meeting, interested vendors must call the conference line at **(605) 313-9674**. When prompted, the Conference ID is **4046411#**. The meeting will be locked at 10 AM, and no one will be allowed to join the call after that time. Roll call will be taken, and only those identified during roll call will be eligible to submit a bid. If you do not participate in the conference call, you will not be allowed to submit a bid. You may send questions in writing before the meeting via email at ecboc@yahoo.com. However, all questions will be addressed at the Pre-Bid meeting and not prior. The deadline for receiving questions in writing is 3:00 PM on June 16, 2025. No further questions will be allowed after the conclusion of the Pre-Bid Meeting. An addendum will be sent out with all questions/answers, if necessary, at the close of the meeting to all vendors that participate.

Section I. General.

A. Intent.

This solicitation intends to engage a qualified and experienced disaster-related debris removal services Contractor that can provide professional technical services for the removal and lawful disposal of debris created as a result of storm events in Echols County. It is the County's intent to award a no-cost, pre-event contract to more than one successful bidder.

B. Background.

Echols County was established by the Georgia General Assembly in 1858 and covers 422 square miles of land. Echols County is a consolidated government with no cities or towns possessing less than 10 people per square mile.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a (1) year term to begin upon approval and execution by the County, with the opportunity for four (4) additional one (1) year renewal periods when in the best interest of the County. Total contract length, including all renewals, shall not exceed five (5) years. The decision to renew or extend any contract shall be at the discretion of the County. The successful proposer shall be required to review Disaster Debris Removal and Disposal Services with the County annually.

D. Minimum Requirements.

The proposer shall provide proof of the minimum qualifications by furnishing copies of letters, certificates, etc. (as applicable), which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming it non-responsive and removing it from further consideration. This is a non-negotiable item.

E. Performance and Payment Bonds.

Performance and Payment Bond: Upon receipt of a work order (notice to proceed), the successful proposer shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount of an assigned project. Receipt of said Performance and Payment Bond or alternative form of security shall occur no later than ten (10) calendar days after receiving a notice to proceed. The County shall authorize no commencement of work without receipt of the Performance Bond or alternative security.

- (a) The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to Echols County, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Georgia.
 - i. The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc. For the latest ratings and Insurance Guide, access www.ambest.com
- (b) In lieu of a Payment and Performance Bond, the successful proposer may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to Echols County;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of **one hundred percent (100%) of**

the total amount awarded under an assigned project, made payable to Echols County, or the appropriate municipality. The irrevocable Letter of Credit shall contain the following:

The "Beneficiary" shall be stated as:

**Echols County Board of Commissioners
110 General Deloach Rd, Statenville GA 31648**

The Letter of Credit shall also contain the following language:

"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

- iii. Cash (U.S. currency only).
- (c) The terms of the Payment and Performance Bond or alternative form of security used shall be:
 - i. The successful proposer shall assure faithful performance of this project;
 - ii. The successful proposer shall assure timely payments to all persons providing labor, materials, and/or supplies used in the performance of the work associated with this project;
 - iii. Any interest earned as a result of the County depositing the accepted money order, certified or cashier's check, or cash received into an interest-bearing account shall be retained by the County; and,
 - iv. Nothing in this section shall be construed to limit the authority of the Board, the County Manager, or the Purchasing Agent to require other security in addition to or in lieu of those bonds or in circumstances other than those specified herein when in the best interest of the County.
- (d) Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Contractor to request in writing from the County the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the County or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds or alternative forms of security used shall not be returned unless requested by the successful Contractor in writing.

The successful Contractor shall be required to furnish, through an authorized agent in the State of Georgia, a 100% Performance Bond, a 100% Labor and Material Payment Bond, and other insurance requirements as described in the Contract Documents. The Performance Bond and the Labor and Material Payment Bond must be countersigned by an agent whose office is located in the State of Georgia and authorized to do business in the State of Georgia. A valid Power-of-Attorney shall be attached to each Bond. Insurance requirements are provided in this notice. Bonds must be provided within ten days of receipt of a Notice to Proceed.

F. Georgia Security & Immigration Compliance Act.

The successful contractor will provide certification that they comply with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program.

G. Contract.

The contract resulting from acceptance of a proposal by the County shall be in a form supplied or approved by the County and shall reflect the specifications in this RFP. The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFP.

H. Lobbying.

All firms and their agents who intend to or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of County Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the County from further consideration for this project.

I. Acceptance of Terms.

By submitting a proposal, the Contractor certifies that they have read and understand this Request for Proposals and have full knowledge and willingness to comply with the scope, nature, quantity, and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

J. Certificate of Non-Collusion.

An executed copy of this form should accompany your submittal. **(See Attached).**

K. Governing Law & Venue.

An executed copy of this form should accompany your submittal. **(See Attached).**

L. Certification of Incorporation.

The successful Contractor will be required to provide their Secretary of State Certification of Incorporation and a listing of the company's officers before the award of the contract. In addition to the aforementioned documents, the Proposer must include the necessary information to verify that the individual signing this proposal and/or any contract document has been authorized to bind the corporation.

M. Insurance Requirements.

Suppliers/contractors providing professional, technical, and construction services must provide acceptable proof of insurance coverage to contract with the Echols County Board of Commissioners. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the Echols County Board of Commissioners as additional insured. The insurance company must be authorized to provide insurance in Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the Echols County Board of Commissioners as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** for each occurrence of bodily injury and property damage covering owned, non-owned, leased, and hired autos/vehicles, with the Echols County Board of Commissioners as additional insured.
- Worker's Compensation within Georgia's statutory limits and Employers' Liability with limits of liability of no less than **\$100,000** for each accident/disease. These policies must also contain a waiver of subrogation in favor of the Echols County Board of Commissioners.
- All insurance policies must provide that the Echols County Board of Commissioners will be notified within 30 days of any changes, restrictions, and cancellations.
- If applicable, Professional Liability of at least \$500,000 for each claim, in addition to the above requirements.

SUBMIT WITH PROPOSAL, specimen copy of Certificate of Insurance. Upon award of the contract and before the commencement of work under this contract, the successful proposer shall provide Echols County a Certificate of Insurance showing the type and limits of insurance specified herein with Echols County Board of

Commissioners as an additional insurer.

N. Submittal Requirements.

1. Cover Letter

- Include a signed letter of transmittal on company letterhead.
- Briefly state the company's understanding of the scope of work and its commitment to comply with all applicable federal, state, and local regulations.

2. Experience and Past Performance

- Summary of at least three (3) years of experience in debris removal services.
- Description of a minimum of two (2) similar projects completed within the last five years, including:
 - Client name
 - Scope of work
 - Contract value
- Indicate any experience working with FEMA or under presidentially declared disasters.

3. Technical Approach

- Detailed operations plan addressing mobilization, debris collection, haul routes, staging areas, reduction methods, and final disposal IAW FEMA 325 and PAPPG.
- Description of how debris will be tracked and documented for FEMA reimbursement, including load tickets and tracking software.
- Safety plan and environmental compliance measures, including handling of hazardous or regulated debris.

4. Equipment and Resources

- List of available equipment (type, quantity, ownership status).
- Staffing plan with organizational chart, qualifications of key personnel, and subcontractor involvement if applicable.
- Mobilization timeline (must be able to mobilize within **24 hours** of Notice to Proceed).

5. Licenses, Insurance, and Certifications

- Copies of valid business licenses to operate in Georgia.
- Certificate(s) of insurance showing minimum coverage requirements as stated in Section M.
- All required signed certifications.

6. Pricing

- Schedule B must be fully completed.

O. Evaluation Criteria.

To ensure compliance with federal procurement regulations and promote fairness and efficiency in emergency management contracting, Echols County will utilize the Lowest Price Technically Acceptable (LPTA) method for awarding the Debris Removal Services Contract. Under this approach, all proposals will first be evaluated to determine whether they meet the County's defined technical acceptability standards. These standards reflect the minimum qualifications and performance capabilities necessary to successfully execute the scope of work in accordance with FEMA requirements. Only those proposals deemed technically acceptable will be considered for award, with the contract ultimately awarded to the vendor offering the lowest total evaluated price. This procurement method is consistent with the standards set forth in 2 CFR § 200.320, ensuring full compliance with FEMA reimbursement guidelines and federal grant conditions.

All vendors must demonstrate the following minimum qualifications to be considered technically acceptable:

Experience and Past Performance:

Demonstrated minimum of three (3) years of experience in debris removal services, with at least two (2) similar projects completed in the last five years, including details such as client name, scope of work, contract value, FEMA

reimbursement involvement, and references.

Technical Approach: Comprehensive operations plan detailing mobilization, debris collection, haul routes, staging areas, reduction methods, final disposal, debris tracking for FEMA reimbursement, and safety and environmental compliance measures. Plan includes understanding compliance with FEMA 325 and PAPPG. Plan explains paper or software utilized to ensure FEMA reimbursement.

Equipment and Resources: List of available equipment (type, quantity, ownership status), staffing plan with organizational chart, qualifications of key personnel, subcontractor involvement if applicable, and mobilization timeline (must be able to mobilize within 24 hours of Notice to Proceed).

Licenses and Insurance: Valid business licenses to operate in Georgia and certificates of insurance meeting minimum coverage requirements: General Liability (\$1,000,000 per occurrence), Auto Liability (\$500,000), and Workers' Compensation as required by Georgia law.

Pricing: Pricing will be evaluated for completeness, IAW Appendix B.

Section II. Scope of Services and Technical Requirements.

1. Scope of Services:

- a. The CONTRACTOR shall furnish all materials, equipment, permits, labor, and services required to perform emergency disaster debris removal and disposal services throughout the County as needed according to the minimum requirements specified in this Agreement and all subsequent Amendments and official documents that form the Contract Documents for this Agreement.
- b. All references to COUNTY made within this document shall equally apply to each of the municipalities within Echols County should they choose to enter into a separate agreement with the CONTRACTOR.
- c. The CONTRACTOR shall provide professional technical services, be responsible for performing all the requirements of this scope of services, and act as directed by the COUNTY. The services shall include, but are not limited to, preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency declared by the United States federal government, the State of Georgia, or Echols County. Response time shall be deemed as having a CONTRACTOR's representative physically present at the Echols County Emergency Operations Center within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of a COUNTY Work Order.
- d. The CONTRACTOR shall provide the designated services, including operations and management, logistical support, construction, and technical assistance. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all Works. The CONTRACTOR shall be responsible for the safety of the CONTRACTOR's personnel and equipment. The CONTRACTOR shall pay for all costs associated with the performance of this Agreement, including, but not limited to, materials, personnel, taxes, and fees.
- e. When a disaster or incident occurs or is imminent, the COUNTY shall contact the CONTRACTOR to advise of the County's intent to activate this Agreement in the form of an Alert. Said Alert will establish the communication lines between the CONTRACTOR's representatives and the COUNTY. The Alert may require the CONTRACTOR to send an Operations Manager to the COUNTY within twenty-four (24) hours to begin planning and mobilization. Subsequently, the COUNTY shall issue the first Work Order, which will authorize the CONTRACTOR to mobilize the personnel and equipment necessary to perform the work. The Work Order shall direct the CONTRACTOR to execute the required Performance and Payment Bonds. The CONTRACTOR shall receive the Work Order from the COUNTY within the first twenty-four

(24) hours following landfall of a hurricane or occurrence of other disasters. The CONTRACTOR shall commence performance on the day and time as outlined in the first Work Order issued after the disaster. Sufficient work crews shall be mobilized to complete clearing the streets and roads identified by the COUNTY.

2. **CONTRACTOR's Capability:** The CONTRACTOR shall have the physical capacity to manage a significant workforce with multiple subcontractors and associated equipment. The CONTRACTOR shall possess the financial capacity to pay for the expenses related to a significant recovery operation before the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The CONTRACTOR shall have an experienced management team, an established network of resources to provide the equipment and personnel needed, comprehensive debris removal and volume reduction operations plans, and demonstrable experience with major disaster recovery projects.
3. **Work Order:** Before beginning work, the CONTRACTOR shall provide the COUNTY an estimated total of cubic yards of storm debris to be removed per a COUNTY-issued Work Order. Subsequently, the COUNTY shall issue a Work Order to the CONTRACTOR defining the work, ceiling price, schedule, and documentation.
4. **Other Contracts:** Other contracts may be issued to remove disaster-related debris within Echols County. The COUNTY reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.
5. **Compensation:**
 - a. Compensation shall not accrue to the CONTRACTOR unless and until a Work Order is issued. The CONTRACTOR shall be responsible for removal and disposal operations and utilize its subcontractor's resources to meet its contractual obligations.
 - b. The CONTRACTOR's invoices for services performed under Work Orders shall be presented for payment to the COUNTY MANAGER or AUTHORIZED REPRESENTATIVE. Each invoice shall reference the Work Order issued for the work.
 - c. The COUNTY shall not pay for mobilization and demobilization.
 - d. Payment for work completed shall be invoiced weekly or every Friday. Invoices shall be based on verified quantities from the daily operational reports.
 - e. A ten percent (10%) retainage shall be withheld until the end of the project, including ticket reconciliation.
 - f. Payment for emergency debris clearance associated with pushing debris to the Right of Way shall be paid for under the hourly fee schedule provided in **Attachment A**. All hourly equipment rates include the operator's cost, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and other costs associated with the equipment and personnel. All hourly workforce rates include the cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and other expenses.
 - g. Payment for work completed during emergency debris clearance shall be based on verified hours worked from the daily operational report. Equipment downtime resulting from equipment failure, routine maintenance, and fueling shall result in non-payment for the downtime. Downtime shall be deducted into one half-hour segment. Downtime occurring for less than fifteen minutes (15) shall not be deducted from reported work hours.
 - h. The cubic yard price during the debris removal phase includes payment for the entire operation, which is provided in **Attachment B**. There will be no separate billing for specific projects such as site preparation or restoration, loading, and hauling to a DMS (Debris Management Site). DMS site preparation and set-up, operation, volume reduction, chipping or grinding, incineration, sorting, haul out of material to final disposal (Cradle to grave), and DMS site restoration, etc.
 - i. Payment for all debris types sorted, segregated, processed, reduced, and disposed of during the debris

removal phase shall be made at the unit price per cubic yard for Debris Type provided in **Attachment B**.

- j. Payment for removing hazardous trees, six (6) inches in diameter and larger measured at DBH (diameter breast height), shall include only the costs associated with cutting the tree and placing it in the Right of Way. It shall be paid for under the item for the appropriate size category for Hazardous Tree in **Attachment B**. CONTRACTOR shall cut the tree trunk as close to the ground as possible (flush cut). The CONTRACTOR shall cut hazardous trees that extend onto the ROW from private property at the point where it enters the ROW. That part of the hazardous tree that extends within the ROW shall be placed within the ROW and treated as vegetative debris to be hauled to the TDSRS for reduction.
 - k. Payment for removing hazardous limbs or "hangers" two (2) inches in diameter and larger at the point of break shall include all costs associated with cutting and placing in ROW. It shall be paid for under the unit price per tree in **Attachment B**. Once placed in the ROW it will be treated as vegetative debris to haul to TDSRS and reduction.
 - l. Payment for the removal of stumps that require grubbing and backfilling, twenty-five (25) inches in diameter and larger, shall include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping, and final disposal and shall be paid for under the item for the appropriate size category for Hazardous Stump in **Attachment B**.
 - m. The maximum payment allowed shall be defined in the Work Order ceiling price. The CONTRACTOR shall be responsible for all costs exceeding the ceiling price unless the COUNTY fully executes a written amendment to this ceiling price.
 - n. The unit cost for processing debris includes payment for mobilization, demobilization, site preparation, and site closure.
6. **Permits:** The CONTRACTOR shall be duly licensed by the state and local statutory requirements to perform the work. The CONTRACTOR shall obtain permits and licenses necessary to conduct the scope of services in this Agreement. The CONTRACTOR shall determine what permits are required to perform the work under this Agreement. Copies of all permits shall be submitted to the COUNTY MANAGER or AUTHORIZED REPRESENTATIVE throughout the contract period. The COUNTY shall obtain any regulatory permits required to process and dispose of collected debris if necessary.
7. **Notice of Violations:** The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violation issued as a result of the CONTRACTOR's or any subcontractors' actions or operations during the performance of the Agreement. Corrections for such violations shall be at no additional cost to the COUNTY.
8. **Subcontractors:** The Contractor is encouraged to employ experienced and qualified local subcontractors. The subcontracting structure shall not exceed three (3) tiers ((i) sub/ (ii) sub, sub/ (iii) sub, sub, sub) unless authorized by the COUNTY MANAGER or AUTHORIZED REPRESENTATIVE. The CONTRACTOR shall maintain a record of the subcontractor's certificate of insurance. The Subcontractor's insurance shall include the requirements listed in this Agreement. The CONTRACTOR shall provide proof of the subcontractor's vehicle, worker's compensation, and other insurance requirements upon the COUNTY's request.
9. **Mobilization:** The CONTRACTOR shall be fully mobilized to begin debris removal operations within two (2) days following the completion of the emergency push operations. The COUNTY MANAGER or AUTHORIZED REPRESENTATIVE shall prioritize Debris Removal Work within the COUNTY
10. **Ineligible Debris:**
- a. FEMA Ineligible Debris and work include but are not limited to Debris on agricultural land used for crops and livestock; concrete slabs; reconstruction debris consisting of material used in the reconstruction of disaster-damaged improved property; vacant lots; forests; heavily wooded areas; unimproved property; unused areas, private roads, gated communities, and regular household garbage.
 - b. The COUNTY may remove debris from private property, including gated communities. Only the COUNTY

MANAGER, or AUTHORIZED REPRESENTATIVE, shall direct the CONTRACTOR to remove debris from private property. FEMA Ineligible Debris shall be left in place, except as directed by the COUNTY MANAGER or AUTHORIZED REPRESENTATIVE.

- c. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall obtain a signed ROE (Right of Entry) agreement from the property owner(s) before entry by the COUNTY, AUTHORIZED REPRESENTATIVE, or CONTRACTOR.
- d. The CONTRACTOR shall keep FEMA-ineligible debris separate from FEMA-eligible debris from the cradle to the grave, including, but not limited to, removal, hauling, sorting, reduction, and final disposal.
- e. The CONTRACTOR shall invoice FEMA Ineligible Debris completely separate from FEMA Eligible Debris and mark all FEMA Ineligible Debris invoices with FEMA INELIGIBLE at the top of each invoice.
- f. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall indicate **FEMA INELIGIBLE** on the front top of each paper load ticket for all FEMA Ineligible Debris.
- g. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall keep separate FEMA Eligible Load Tickets from FEMA Ineligible Load Tickets.
- h. The CONTRACTOR shall not mix FEMA-ineligible debris with FEMA-eligible debris. Mixing FEMA-ineligible debris with FEMA-eligible debris shall render the entire load Ineligible. The CONTRACTOR shall not be reimbursed for collecting such mixed loads of Eligible and Ineligible debris. Hauling of mixed loads will require approval from the COUNTY MANAGER or AUTHORIZED REPRESENTATIVE before loading.
- i. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not Eligible Debris and shall be reported to the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.

11. **Eligible Debris:**

- a. The CONTRACTOR shall only cut, load, haul, or dispose of debris that is identified to be eligible by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
- b. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property, shall be cut, by the CONTRACTOR, at the point where it enters the ROW, and that part of the debris that lies within the ROW shall be removed.
- c. The CONTRACTOR shall ensure all assigned/Eligible Debris is removed from a Load Site before moving to the other Load Sites. During the Debris Removal process, it shall be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue shall be removed from the pavement.
- d. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the truck bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS. This shall include the use of tarps or other mechanical means to ensure no loss of debris. It is required that all equipment that is hauling debris to the DMS shall be capable of self-dumping or removing its load without assistance from other equipment. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, may authorize the use of other types of vehicles.
- e. The COUNTY may seek reimbursement from FEMA for debris removal on private property. The CONTRACTOR shall wait for written authorization from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before start of Eligible private property debris removal.

- f. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall obtain a signed ROE (Right of Entry) agreement from the property owner(s) before entry by the COUNTY, AUTHORIZED REPRESENTATIVE, or CONTRACTOR.

12. **Emergency Debris Clearance (Push):** Emergency Debris Clearance (Push/ Time and Material) shall consist of clearing roads and governmental property of disaster-related debris throughout the County as directed by the COUNTY MANAGER, or County Manager. The work shall include cutting and reducing debris in place to allow traffic movement in the ROW. Emergency debris clearance including labor and equipment shall be limited to 70 hours (Time and Material) of actual work during the response phase. After 70 hours of actual work, the contract shall switch to a unit price.

13. **Work Schedule for Emergency Debris Clearance (Push) Operations:**

- a. The CONTRACTOR shall work a minimum of ten (10) hours per day for the first seventy (70) hours of emergency push operations or until the COUNTY releases the CONTRACTOR during the emergency clearance phase. The COUNTY reserves the right to extend or reduce the hours and days of operation during the contract period.
- b. During the 48-hour planning stage, the COUNTY shall determine the streets and roads required for the Emergency Debris Clearance. The CONTRACTOR shall provide all labor, equipment, tools, and materials necessary to fully operate and maintain the Emergency Debris Clearance operations (including fuel, oil, grease, repairs, and traffic control). The following types of labor, equipment, materials, and tools are anticipated to include but not be limited to:
 - 1) Dump Trucks, 16-20 yd. capacity, with a licensed operator
 - 2) Front-end Loaders, 3-5 yd. capacity, with a licensed operator
 - 3) Two (2) person laborer crews with chainsaws, 16" min bar, traffic flags, and miscellaneous small tools (axes, shovels, safety equipment, etc.)
 - 4) Pickup Trucks, ½-1 ton, with crew, supervisor and cellular phones
 - 5) Fuel, oil, grease, equipment maintenance, and traffic control devices or equipment
 - 6) Actual types of equipment and quantities shall be determined by the extent of the disaster.

14. **Debris Removal (Load and Haul):** The debris removal phase shall begin after the completion of the emergency debris clearance phase. The CONTRACTOR shall only load and haul eligible disaster-generated debris to an approved DMS (Debris Management Site). Eligible debris shall be limited to debris that is in, upon, or brought to public roads, ROW, COUNTY properties or facilities, and other public sites unless authorized in writing by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. It is anticipated that multiple collection passes shall be performed for each public road, street, and ROW. This shall allow residents to return to their properties and bring debris to the ROW as recovery progresses.

The reasonable period of performance for debris removal shall be one-hundred and eighty (180) calendar days from the start of debris removal operations, unless the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, initiates additions or deletions to the Agreement by written change orders. The COUNTY shall have sole discretion to extend this period due to the progress of debris removal operations.

The CONTRACTOR shall be responsible for debris removal and lawful disposal operations consistent with this scope of services to include, but not be limited to:

- a. **Vegetative Debris:** The CONTRACTOR shall remove and dispose of vegetative debris consisting of whole trees, tree stumps, tree branches, tree trunks, and other vegetative material. The CONTRACTOR shall obtain approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before the removal of vegetative debris.
- b. **Construction and Demolition Debris:** The CONTRACTOR shall remove and dispose of construction and demolition debris from damaged components of buildings and structures consisting of but not limited to lumber; gypsum wallboard; glass; metal; roofing material; tile; carpet; floor coverings; window covering;

pipe; concrete; cured asphalt; equipment; furnishing; and fixtures. The CONTRACTOR shall obtain approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before the removal of construction and demolition debris.

- c. Household Hazardous Waste: The CONTRACTOR shall remove and dispose of materials that may cause an unsafe or hazardous situation. The CONTRACTOR shall provide all services necessary for the removal, transport, storage, and/or disposal of household hazardous wastes. The CONTRACTOR shall remove White Goods debris by hauling it separately from other debris types. The CONTRACTOR shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent the release of harmful substances into the environment. The CONTRACTOR shall obtain approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before the removal of household hazardous waste.
- d. Fallen Trees: The CONTRACTOR shall remove and dispose of fallen trees that originate from within the Right-of-Way, are a direct result of the event, and those which extend onto the Right-of-Way from private property, at the point where they enter the Right-of-Way, and that part of the eligible debris which lies within the Right-of-Way. The CONTRACTOR shall obtain approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before the removal of fallen trees.
- e. Soil, Mud, and Sand: The CONTRACTOR shall remove and dispose of soil, mud, and sand from roads, streets, bridges and Right-of-Way, canals, retention ponds, drain wells, pump stations, sewer lines, control structures, and associated drainage structures. The CONTRACTOR shall obtain approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before the removal of soil, mud, and sand. The CONTRACTOR shall screen sand and return clean sand to designated sites. The CONTRACTOR shall obtain all required permits for this type of depositing. The CONTRACTOR shall meet the local, state, and federal guidelines for clearing, removing, and processing any soil, mud, or dirt that may have built up along public (COUNTY) property.
- f. The CONTRACTOR shall assist the COUNTY in cleaning and opening drainage systems including natural waterways, constructed channels, and flood control works. Assistance shall be provided when the debris obstructs or could obstruct intake structures; could cause damage to structures such as bridges and culverts; or is causing or could cause flooding to improved public or private property during the occurrence of a 5-year flood. The CONTRACTOR shall obtain approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before providing such assistance.
- g. Structures and Buildings: The CONTRACTOR shall remove and dispose of condemned structures and buildings that pose a threat to public safety. The CONTRACTOR shall obtain approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, before the removal and disposal of condemned structures. CONTRACTOR services shall include the coordination of the following, but are not limited to verification of ownership; right-of-entry form distribution and collection; building official assessments; archeological, environmental, and historical review; photography; GPS coordinates; compiling and updating the database; assisting with condemnation letters, assist with notice of demolition; and notice of intent to demolish.

15. **Debris Compaction:** The CONTRACTOR shall mechanically load and apply reasonable compaction to each load. Reasonable compaction is achieved by the tamping of debris in the collection vehicle by the loading device. Vehicles delivering debris using hand-loading methods will be reduced by fifty percent (50%) of the observed volume as defined by the prevailing FEMA Policy. CONTRACTOR will submit the number of hand loading crews at the end of each day to the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.

16. **Hazardous Tree and Limb Removal:**

- a. Tree and limb work shall include the removal and disposal of hazardous trees and hazardous hanging limbs in improved public property or public right of way.
- b. Removal of hazardous trees or limbs on private property shall only be conducted at the direction of the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall obtain a signed ROE (Right of Entry) agreement from the property owner(s) prior

to entry by the COUNTY, AUTHORIZED REPRESENTATIVE, or CONTRACTOR.

- c. A hazardous tree includes the following main characteristics:
 - 1) More than 50 percent of the crown is damaged or destroyed
 - 2) Split trunk or broken branches that expose the heartwood
 - 3) Leaning at an angle greater than 30 degrees
 - 4) More than 50 percent of the root-ball exposed
- d. Measurement for hazardous tree removal will be determined at the tree trunk Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above ground level.
- e. Measurement for leaning trees cut at the ROW line will be determined at the point of the cut.
- f. Fallen trees that are entirely on the ground and not leaning shall be considered regular vegetative debris. Payment for fallen trees shall be paid for under unit price per cubic yard for Debris Type provided in **Attachment B**.
 - 1. A hazardous limb includes the following main characteristics:
 - a) Greater than two (2) inches in diameter at the point of breakage
 - b) Still hanging in a tree and threatening a public-use area
- g. All limbs shall be removed following proper procedures to avoid damage to the tree.
- h. All trees and limbs shall be disposed of at a COUNTY DMS.
- i. The CONTRACTOR shall use only rubber-tired equipment in the performance of removing trees and limbs.
- j. Equipment used to remove hazardous hanging limbs shall have the ability to reach at least sixty (60) feet above the ground.
- k. The CONTRACTOR shall notify the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, of any damage caused to private property or the public ROW during the course of tree or limb removal. The CONTRACTOR shall be responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.
- l. Maximum allowable time for completion shall be ninety (90) calendar days, unless the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
- m. The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall provide the CONTRACTOR with a list of trees and limbs prior to the start date of the Work Order.
- n. The CONTRACTOR shall provide at least one (1) site supervisor for each five (5) trees or limb cutting operations crews.
- o. The CONTRACTOR shall take all necessary precautions to protect motorists, pedestrians, the public and private property and all utilities.

17. **Hazardous Tree Stumps:**

- a. Hazardous tree stump work shall include the extraction, removal, and disposal of hazardous tree stumps in improved public property or public right of way. Removal of hazardous tree stumps on private property shall only be conducted at the direction of the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, and not until the right of entry agreement has been generated and signed by the property owners.

- b. Extraction of hazardous tree stumps twenty five (25) inches in diameter and larger shall be paid on a per-unit cost. The hazardous tree stump shall have more than 50 percent of root-ball exposed, be 25 inches in diameter and larger, as measured 24 inches above ground.
- c. Tree stumps with less than 50 percent of the root-ball exposed shall be flush cut regardless of size and shall be paid for under the unit price for removing vegetative debris
- d. Extraction of tree stumps less than twenty five (25) inches shall be paid for under the unit price for removing vegetative debris per FEMA's stump conversion chart.
- e. The CONTRACTOR shall only preform hazardous tree stump extractions after the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, has given authorization.
- f. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall document each hazardous tree stump with photographs, GPS coordinates, measurements, and quantity of material needed to fill the resultant hole.
- g. Stump extraction and removal shall be in compliance with prevailing FEMA policy.
- h. Removal of a stump prior to documentation shall result in non-payment for stump removal.
- i. The CONTRACTOR shall trim all roots flush with the ground, fill all stump holes and re-sod the area, if necessary, after removal.

18. Fully Disengaged Tree Stumps:

- a. All stumps that are fully disengaged from the ground shall be considered normal vegetative debris. The CONTRACTOR shall remove all disengaged stumps from the assigned load site area before moving to another work area unless approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
- b. Payment for fully disengaged stumps shall be paid for under the unit price for removing vegetative debris. The FEMA Stump Conversion Table shall be used to determine the equivalent stump volume of vegetative debris.

19. Stump Grinding: The CONTRACTOR shall only grind stumps on a very limited basis and shall receive approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, prior to the start of stump grinding.

20. Load Tickets:

- a. The CONTRACTOR shall be responsible for providing serialized debris load tickets. The COUNTY shall accept the serialized copy of the Contractor's debris load ticket(s), as verified by the COUNTY's debris monitor (AUTHORIZED REPRESENTATIVE), as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).
- b. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall reduce the observed capacity of each hand-loaded truck or trailer by 50% in accordance with FEMA Policy.
- c. The CONTRACTOR shall not unload debris at a DMS without an approved ADMS or paper Load Ticket that contains all of the loading site information and that was completed by their assigned Load Site Monitor.
- d. The CONTRACTOR shall not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.

- e. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads shall be adjusted down during this visual inspection by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. Load measurements shall be documented on load tickets.
 - f. The CONTRACTOR shall keep a daily updated log, in each DMS Inspection Tower, of all loads received, including the total volume of debris in each load. The daily log shall be completed by a representative of the CONTRACTOR that is stationed in the Inspection Tower.
21. **Daily Productivity Reports:** The CONTRACTOR shall provide daily reports for daily load verification of debris and stump removal. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily hourly statistic totals for each hand operated equipment and equipment type shall be reported separately in this report. Daily reporting is required with updates on the scheduled activities. Reporting shall be in writing or printed updates during progress meetings. This reporting shall include the following:
- a. Name of the CONTRACTOR and subcontractors;
 - b. Number of trucks and equipment in use per CONTRACTOR and subcontractor;
 - c. Number and types of tools in use per CONTRACTOR and subcontractor; and
 - d. Number of personnel working per CONTRACTOR and subcontractor.
 - e. Number of truckloads;
 - f. Number of cubic yards of debris hauls daily and cumulative to date;
 - g. Locations of completed work; and
 - h. Locations of current work
22. **Weekly Productivity Reports:** The CONTRACTOR shall provide weekly productivity reports with updates on the scheduled activities, progress, and future activities. In order to expedite the communication and utilization of reported information, electronic data files shall be provided to the COUNTY. The format of the data should utilize Microsoft Office products such as Excel®, or other alternatives approved by the COUNTY. This reporting shall include at a minimum, the following for the operation of the DMS:
- a. Name of the sub-contractor, if applicable
 - b. Number of trucks in use
 - c. Number of loading equipment
 - d. Number of personnel working
 - e. Contract number
 - f. Number and type of processing equipment
23. **CONTRACTOR's Project Manager:** The CONTRACTOR shall provide a Project Manager (PM) to oversee the work. The CONTRACTOR's PM shall attend daily project meetings with the COUNTY for the duration of the work. The CONTRACTOR's PM shall coordinate all communications with the COUNTY. The CONTRACTOR's PM shall oversee and be responsible for all reporting, information, and invoicing submitted to the COUNTY and shall provide at a minimum, the following:
- a. CONTRACTOR organizational charts with Work matrix and provide updates to reflect changes.
 - b. Daily and weekly productivity reports.
 - c. Updated list of all subcontractors, as well as phone numbers of the CONTRACTOR's personnel.
 - d. An affidavit stating there is a signed Agreement between the CONTRACTOR and each subcontractor prior to assigning work.
 - e. At least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. The CONTRACTOR shall have a means to communicate with all their workers.
24. **Collection Crew:** The CONTRACTOR shall discuss potential collection requirements with the COUNTY MANAGER or AUTHORIZED REPRESENTATIVE as part of the pre-event planning.

25. **Crew/Equipment Requirements:** A crew shall consist of the following minimum resources, unless approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE:

- a. One (1) self-loader or a combination of three (3) hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;
- b. One (1) saw man and two (2) laborers with all pertinent equipment;
- c. Two (2) flagmen;
- d. Hot Spot Crew: The CONTRACTOR shall have at least one (1) "hot spot crew".
- e. The CONTRACTOR shall provide sufficient field supervision for all assigned activities.

26. **Work Hours:**

- a. The CONTRACTOR shall not conduct debris removal and reduction operations generating noise levels above that normally associated with routine traffic from dusk until dawn, or as otherwise directed by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CONTRACTOR and the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
- b. The CONTRACTOR shall perform work seven (7) days per week, including holidays as approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. The CONTRACTOR shall be required to work, at minimum, a ten (10) hour day, seven (7) days a week during the first pass removal phase. The CONTRACTOR will be required to work, at minimum, a ten (10) hour day, six (6) days a week during the remaining debris removal passes. The COUNTY reserves the right to extend or reduce the hours and days of operation during the Agreement period. The work shall be conducted during daylight hours. The CONTRACTOR may work more than ten (10) hours per day if desired. The CONTRACTOR shall coordinate with the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, to establish the work hours and to update schedules. Rain events during collection shall not be considered reason to stop work unless the conditions create a potential safety hazard. The CONTRACTOR shall notify the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, of work stoppage due to inclement weather with the appropriate justification.
- c. Maximum allowable time for completion is one hundred eighty (180) calendar days. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall initiate additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.
- d. Maximum allowable time for emergency push operations completion will be the first seventy (70) hours of actual work, unless the COUNTY initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties.

27. **Work Plan:**

- a. The CONTRACTOR shall, with the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a two (2), seven (7), and fourteen (14) day projection. The plan shall be updated every operational period.
- b. The CONTRACTOR shall provide an interim schedule within two (2) days and a final project plan within five (5) days following the day of the disaster. Said project plan should include subcontracting activities, number of hauling units, and anticipated completion schedule.
- c. The CONTRACTOR shall provide an interim schedule within forty eight (48) hours and final plan within five (5) days following the receipt of the COUNTY's Work Order. The plan shall include details for subcontracting activities and a safety action plan for all operations.

28. **Operations and Safety Plan:** Upon execution of the Agreement, the CONTRACTOR shall prepare an

Operations and Safety plan for approval by the COUNTY. The Operations and Safety plan shall include, but not be limited to, the following:

- a. Method of subcontracting collection crews including the determination of the number of crews
- b. Communications with the COUNTY
- c. Reporting data and information
- d. Quality Assurance/Quality Controls and other controls
- e. Field supervision and controls
- f. Documentation of response to and corrective measures for property damage resulting from collection activities
- g. Fuel supply
- h. Maintenance of traffic
- i. Equipment and operations safety procedures
- j. Protocol for debris removal around potential energized power lines
- k. Subcontractor training for compliance with federal requirements
- l. Invoicing

29. **Logistics Activities:** Upon request from the COUNTY, the CONTRACTOR shall be responsible for management, staff augmentation and support capabilities including, but not limited to, consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, debris removal, deployable personnel, and major end items and Development of Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, and food and lodging.

30. **Equipment:** The CONTRACTOR shall use only rubber-tired equipment in the performance of loading and hauling debris. The CONTRACTOR and its personnel shall not use equipment or labor authorized for debris removal under the Agreement for private work during the working hours designated under the Agreement. Equipment shall be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within three (3) days. The COUNTY prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County. The CONTRACTOR shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.

- a. The CONTRACTOR shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal all non-grindable or non-burnable debris and ash residue, field reduction as required for loading, and any other equipment which may be necessary for the performance of the Agreement.
- b. Prior to commencing debris reduction and disposal operations, the CONTRACTOR shall present to the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, for approval, a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
- c. All trucks and other road equipment shall be in compliance with all applicable local, state, and federal rules and regulations. All equipment used for hauling debris shall be measured and marked for its load capacity. The CONTRACTOR shall supply pre-approved measurement forms for each hauling container used under the Agreement.
- d. **Sideboards:** Sideboards or other extensions to a truck or trailer bed shall be allowed, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
- e. Damaged sideboards shall be repaired prior to arriving at the DMS.

- f. **Trucks and Trailers:** All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches shall not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords shall not be permitted.
 - g. Prior to commencing debris removal operations, the CONTRACTOR shall present to the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, a list of all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity shall be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
 - h. Hauling capacity, in cubic yards, shall be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer shall be uniquely numbered for identification with a permanent marking.
 - i. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the CONTRACTOR's name, the subcontractor's name, individual and unique identification number, Agreement number, and the total capacity in cubic yards of the hauling container. The CONTRACTOR shall furnish these signs. All signs or markings associated with other work shall be removed prior to performing work included in the Agreement.
 - j. Equipment used under the Agreement for debris collection shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (three (3) cubic yard and larger) and non-rubber tired equipment shall be approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. Non-rubber tired equipment shall be used at the DMS with the approval of the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
 - k. Hauling containers shall be a minimum of fifteen (15) cubic yards in volume unless approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
 - l. Trailer type hauler containers shall be equipped with either tandem axles and/or dual tires. A minimum of four (4) tires are required on all trailers. The Gross Vehicle Weight shall be a minimum of ten thousand (10,000) pounds on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
 - m. Trucks or equipment that is designated for use under the Agreement shall not be used for any other work during the working hours of the Agreement. The CONTRACTOR shall not solicit work from private citizens, businesses, or others to be performed in the designated work area during the period of the Agreement. Under no circumstances shall the CONTRACTOR mix debris hauled for other contracts with debris hauled under the Agreement.
 - n. The CONTRACTOR shall be responsible for removing all abandoned equipment from public and private property.
 - o. The CONTRACTOR shall not store equipment or trucks on public property without the approval of the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
 - p. The CONTRACTOR shall not park or camp overnight on public property without the approval of the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
31. **Debris Management Site Operations:** The CONTRACTOR shall operate the DMS. Only CONTRACTOR, COUNTY, State, Federal, and other vehicles specifically authorized by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall be allowed to use the sites.
- a. COUNTY citizens shall be advised to separate debris into the categories identified in this Agreement, if practical. Failure on the part of the users to separate the debris types does not relieve the CONTRACTOR

of its Agreement responsibilities. CONTRACTOR shall coordinate with the COUNTY MANAGER and COUNTY PUBLIC INFORMATION OFFICER to ensure accuracy of public message.

- b. The CONTRACTOR shall manage the DMS to accommodate the various types of delivered debris, i.e., vegetative and woody, mixed construction and demolition debris and vegetative, construction and demolition debris, and household hazardous wastes (HHW). It is possible that the extent of the disaster event may render this separation impractical.
- c. The Georgia Environmental Protection Division (EPD) requires that all HHW collected from debris operations shall be stored in a secondary container and maintained under a covered area. Leaking containers shall be placed in another container and stored in a secondary container. Twelve (12) volt batteries shall be stored above ground under a covered structure. The CONTRACTOR shall be responsible for the disposal or recycling of this type of debris.
- d. Each DMS shall be equipped with portable toilets with hand washing accommodations and a debris inspection/observation tower.
- e. The CONTRACTOR shall manage and operate the DMS located at various locations within the COUNTY. The CONTRACTOR shall verify with the COUNTY the location of the designated DMS. The CONTRACTOR shall use only DMS designated by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, unless otherwise approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. The CONTRACTOR shall haul vegetative debris, stumps, construction and demolition and mixed debris, to the respective DMS designated by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
- f. Reduction of vegetative debris shall be through chipping/grinding or other reduction methods approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
- g. The CONTRACTOR shall be required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area shall be maintained to allow the efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. The CONTRACTOR shall provide all barricades on signaling to provide safe passage onto the public road from the DMS.
- h. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, that the last load of debris has been delivered, unless the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
- i. **Inspection Tower:** The CONTRACTOR shall provide all materials, tools, labor and supervision to construct an inspection tower or approved alternate at each DMS entrance. The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor-trailer. The inspection tower shall be sized to accommodate at least three (3) people. The inspection tower shall be constructed of durable structural materials and be designed to withstand active and static loads. The inspection tower construction shall also include a roof and sides for personnel protection. Stairs shall also be constructed for access into the inspection tower. Stairs design or configuration shall comply with OSHA regulations, US Army Corp of Engineers guidance, and local codes to ensure safety performance needs as required. The CONTRACTOR shall inspect the inspection tower every day prior to the start of operations. The CONTRACTOR shall construct at least one inspection tower at the entrance of each DMS. The COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, may require additional inspection towers to improve traffic flow through the DMS, at no additional cost to the COUNTY. The CONTRACTOR shall only use aerial and scissor lifts on a temporary basis or until completion of the inspection tower.
- j. **Debris Storage:**
The CONTRACTOR shall establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The CONTRACTOR shall

set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by the COUNTY.

1. The CONTRACTOR shall be responsible for establishing site layout at each of the DMS.
2. The CONTRACTOR shall be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS.
3. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on- site roadway maintenance, and security and safety measures at each DMS.
4. The CONTRACTOR shall direct traffic entering and leaving the site, and shall direct dumping operations at the site.
5. As directed by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, the CONTRACTOR shall be responsible for sorting and stockpiling the debris at the site. Debris shall be segregated into the following:
 - a) burnable/grindable vegetative debris;
 - b) non-burnable/non-grindable mixed debris;
 - c) hazardous and toxic waste;
 - d) construction and demolition (C&D) debris;
 - e) white goods, and;
 - f) ash residue, at a minimum.
6. Further segregation of C&D debris, such as recyclable material may be necessary.
7. The CONTRACTOR shall take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as Freon, various oils, and fluids into the environment.
8. Upon completion of the debris reduction process, the CONTRACTOR shall clear the site of all debris and restore the site to the pre-existing condition before the disaster event. The CONTRACTOR shall coordinate inspection of restoration of the DMS with the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, and a checklist will be compiled by the CONTRACTOR. The DMS shall be restored to the satisfaction of the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, including response to inspection checklist items.
9. At the request of the COUNTY, the CONTRACTOR shall provide qualified and certified Freon recovery and hazardous waste crews to process or properly dispose of hazardous waste debris.
10. The CONTRACTOR shall conduct operations at the DMS such that all nuisances to the surrounding neighbors are minimized. Nuisances include but are not limited to noise, dust, smoke and traffic congestion.

32. Debris Reduction:

- a. Prior to beginning operations on this project, the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, shall make a determination as to the type of reduction method that shall be used for vegetative debris at each DMS. The following two (2) methods may be selected for the reduction of vegetative debris:
 - 1) Chipping/Grinding
 - 2) Burning
- b. The CONTRACTOR shall process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs shall be included in the overall price for processing vegetative debris.

- c. The CONTRACTOR shall ensure all debris is processed and hauled from the DMS before moving to other sites, unless otherwise approved by the COUNTY.
- d. The CONTRACTOR shall provide sufficient site supervision of all assigned activities. The CONTRACTOR shall provide at least one (1) supervisor at every DMS.

33. Chipping and Grinding:

- a. When the COUNTY requires chipping/grinding as a method of debris reduction, it shall be the CONTRACTOR's responsibility to adequately dispose of the chips and/or mulch produced from the chipping/grinding. The CONTRACTOR may sell or give the chips and/or mulch for use in agricultural mulch, fuel, or wood products, consistent with federal, state and local requirements. Disposal options will be closely coordinated between the CONTRACTOR and the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. Final disposal at permitted facilities that require a tipping fee will be approved through the COUNTY MANAGER or AUTHORIZED REPRESENTATIVE.
- b. The average chip size produced will be dependent on the needs of the end user or as defined by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. The reduction in volume of the vegetative debris shall be at least a four to one (4:1) ratio. The CONTRACTOR shall provide the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, the specification of the grinder screen size and the reduction ratio for each grinder used on this contract for approval prior to commencing chipping or grinding operations.
- c. Contaminants are not permitted in the chips or mulch. Plastics, metals, pressure treated lumber, and other non- vegetative debris shall be eliminated. Sand and dirt should be minimized as much as possible. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is a contaminant. Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- d. Chips/mulch shall be stored in piles no higher than twelve (12) feet, and meet all state and local laws. Chipping operations shall be at minimum of three hundred feet (300) from any improved structure to include but not be limited to: Railroad right of way, buildings, homes, vehicles, playground, storage structure, and roadways.
- e. The CONTRACTOR shall obtain in writing from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, any changes to the processing requirements above.

34. Burning Methods: The primary method of vegetative debris reduction shall be burning. The CONTRACTOR shall obtain authorization from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, for burning of vegetative debris. Open-air burning without air curtain incineration shall not be used unless authorized in writing by the Georgia Environmental Protection Division (EPD) and FEMA. All burn permits must be provided in advance of ignition.

- a. The burn shall be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
- b. No hazardous or contained-ignitable material shall be dumped into the pit.
- c. The CONTRACTOR shall apply for and obtain all local, state and federal permits and meet all applicable emission standards.
- d. The CONTRACTOR shall be responsible for dust control while handling ash materials.

35. Ash: If applicable, the CONTRACTOR shall be responsible for the storage, removal, and containment of ash from all burning operations as may be approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. The ash containment area shall be "wetted down" periodically to prevent particles from becoming airborne.

36. DMS Site Plan and Management:

- a. The CONTRACTOR shall provide a site operations plan for review and approval by the COUNTY prior to beginning work. At a minimum, the plan shall address the following:
 - 1) Access to site
 - 2) Site management, to include point-of-contact, organizational chart, etc.
 - 3) Traffic control procedures
 - 4) Site security
 - 5) Site safety
 - 6) Site layout/segregation plan
 - 7) Hazardous Waste materials plan
 - 8) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
 - 9) Vector control
 - 10) Coordination for DMS selection
- b. The CONTRACTOR shall be responsible for preparing the site(s) to accept debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers. The CONTRACTOR shall provide utility clearances and sanitation facilities. The CONTRACTOR shall protect existing structures.
- c. The CONTRACTOR shall be responsible for installing site security measures and maintaining security at the site.
- d. The CONTRACTOR shall manage the sites to minimize the risk of fire.

37. **DMS Spotter:** The CONTRACTOR shall provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. The CONTRACTOR shall remove all contaminants and hazardous waste from debris dumped at the DMS and stored in the appropriate locations.

38. **Public Drop-off to DMS:** It is possible that residents of the COUNTY may be allowed to bring debris to a DMS. The CONTRACTOR shall store this material separately to allow for proper documentation of debris reduction for this source of debris.

39. DMS Traffic Control:

- a. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
- b. The CONTRACTOR shall be responsible for traffic control during operations performed by the CONTRACTOR's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Georgia Department of Transportation Roadway and Traffic Design Standards, latest edition.
- c. The CONTRACTOR must be qualified and provide the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, with copies of certifications to conduct traffic control operations on roads in the COUNTY.
- d. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices

and methods for the protection of the public and employees throughout the work areas.

40. **Recycling:** Recycling of debris by the CONTRACTOR is encouraged and will be coordinated with the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. CONTRACTOR shall keep revenue generated from recycling operations.
41. **Final Disposal:** All debris will be disposed of at properly permitted disposal locations approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. Tipping fees will be paid by the CONTRACTOR and reimbursed by the COUNTY as a direct cost with no markup.
42. **Closure of DMS:**
- a. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of shipping the last load of disaster-related debris for disposal. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.); grading the site; environmental remediation; and restoring the site to pre-work conditions. The site shall be restored in accordance with all State and local requirements. The CONTRACTOR shall receive approval from the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, as to the final acceptance of a site closure. Final payment shall be released to the CONTRACTOR upon acceptance by the COUNTY.
 - b. The CONTRACTOR shall remediate the entire DMS to pre-existing conditions. The CONTRACTOR shall prepare a cost for the remediation of each DMS for approval by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE.
 - c. Closure and Remediation of the DMS – After notice by the COUNTY, the CONTRACTOR shall cease debris collection activities and remove all CONTRACTOR's equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the COUNTY using the Toxicity Characteristic Leaching Procedure. Ash shall be disposed of in a Class I landfill if contamination is not found. The COUNTY reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater. The test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS to its original state which shall be subject to the COUNTY's final acceptance. The payment retainer shall not be released until all debris sites have been closed and remediated.
43. **Hazardous or Toxic Waste Issues:**
- a. The CONTRACTOR shall be required to construct a containment area at the DMS to store Hazardous Waste materials. This containment area shall consist of an earthen berm with a non-permeable liner. The containment area shall be covered at all times with a non-permeable cover.
 - b. All materials that are classified Hazardous Waste shall be reported immediately to the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. This material shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All hazardous debris shall be moved and placed in the designated containment area.
 - c. Regulated hazardous wastes shall be collected by a specialty contractor licensed and permitted to handle these types of materials. The CONTRACTOR shall notify the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, of the location of any potential hazardous waste materials.
44. **Hazardous Waste Spills:**
- a. The CONTRACTOR shall be responsible for reporting to the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, and cleaning up all hazardous materials or waste spills caused by the CONTRACTOR's

operations at no additional cost to the COUNTY.

- b. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
- c. Spills shall be reported to the Georgia Environmental Protection Division (EPD) – State Warning Point and the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, immediately following discovery. A written follow-up report shall be submitted to the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum shall include the following:
 - 1) Description of the material spilled (including identity, quantity, manifest number, etc.)
 - 2) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
 - 3) Exact time and location of spill, including description of the area involved
 - 4) Receiving stream or waters
 - 5) Cause of incident and equipment and personnel involved
 - 6) Injuries or property damage
 - 7) Duration of discharge
 - 8) Containment procedures initiated
 - 9) Summary of all communications the CONTRACTOR has had with press, agencies, or government officials, other than the COUNTY.
 - 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

45. **Surface Damage:** The CONTRACTOR shall be responsible for filling to grade, with like material, all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris removal. The CONTRACTOR shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the CONTRACTOR's equipment or personnel. The CONTRACTOR shall preserve and protect all existing structures, utilities, vegetation, etc. on or adjacent to the area of work. The CONTRACTOR shall repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred.

46. **Repairs:** The CONTRACTOR shall be responsible for repairing all damage caused by the performance of its work. The CONTRACTOR shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris handling, processing and reduction. The CONTRACTOR shall repair all damage to existing grade, road shoulders, trees, shrubs, and grass areas, caused by the CONTRACTOR's equipment or personnel. The CONTRACTOR shall preserve and protect all existing structures and vegetation on or adjacent to the area of work.

47. **Claims:** The CONTRACTOR shall contact the person(s) making claims regarding damages within twelve hours of receiving said claim. CONTRACTOR shall coordinate a site visit with the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE. Information such as method of repair and timeline for completion shall be discussed. The CONTRACTOR shall provide the COUNTY with a daily report listing all damage claims and outlining the status of all damage repairs. The CONTRACTOR shall coordinate with the COUNTY's 311 Call Center who will intake calls regarding claims and will forward them to the CONTRACTOR's call center or phone line designated for claim processes.

48. **Claims Resolution:**

The CONTRACTOR shall respond, in writing, to each claimant within ten (10) calendar days after a claim has been logged, with a copy submitted to the COUNTY's Solid Waste Department. All claims shall be resolved by the CONTRACTOR within twenty (20) calendar days after submission. When submitting reports of the resolved claims to the COUNTY's designated representative, the CONTRACTOR shall attest to the following:

- a. To the best of the CONTRACTOR's knowledge, all data offered by the claimant must support that the claim is accurate and complete;

- b. Paid claims shall accurately reflect the claimant's actual incurred costs;
- c. All records and claims of records shall be put into a spreadsheet and submitted every twenty (20) calendar days. The spreadsheet shall include all paid claims, all outstanding claims, and explanation of status for any claims exceeding twenty (20) calendar days; and
- d. No claims are to be paid unless a valid claim was submitted to, and approved by, the COUNTY's designated representative.

49. Invoicing:

- a. The CONTRACTOR shall submit invoices to include a detailed tabular report listing all individual load tickets, hazardous limbs, hazardous trees, and hazardous stumps during debris removal phase. Hours worked for each piece of equipment and crew during emergency debris clearance (Push). All backup documentation supporting the invoice charges shall be attached with the invoice. The report shall meet the COUNTY's requirements for invoicing and be approved by the COUNTY MANAGER, or AUTHORIZED REPRESENTATIVE, prior to the invoicing process.
- b. The CONTRACTOR shall submit invoices no longer than thirty (30) calendar days for work completed.
- c. The CONTRACTOR shall invoice FEMA Ineligible Debris completely separate from FEMA Eligible Debris. The CONTRACTOR shall mark all FEMA Ineligible Debris invoices with **FEMA INELIGIBLE** on the front top of each invoice.

50. Documentation Management and Support:

- a. The CONTRACTOR shall assist the COUNTY in preparation of Federal and State reports for Public Assistance or Emergency Relief. The CONTRACTOR shall work closely with State Emergency Management, Federal, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- b. The CONTRACTORs field inspection reports and other data shall be sufficient to provide substantiation for Federal and State reimbursement.

51. Required Federal Provisions for Public Assistance and Emergency Relief Program:

- a. **Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA or Federal Emergency Management Agency (FEMA). If FHWA, Department of Transportation, or FEMA determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the COUNTY shall notify the CONTRACTOR in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law, FHWA or FEMA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.
- b. **Documentation of Project Costs:** All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.
- c. **Inspection:** The CONTRACTOR shall permit authorized agents of FHWA or FEMA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The COUNTY reserves the right to unilaterally cancel this Agreement for refusal by the CONTRACTOR, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of the Georgia Open

Records Act.

- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.
 - 1) The CONTRACTOR agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all CONTRACTORS shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the CONTRACTOR agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the COUNTY deems appropriate."
- e. **Equal Employment Opportunity:** In connection with the carrying out of the project, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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.
- f. **Title VI - Civil Rights Act of 1964:** The CONTRACTOR will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- g. **Americans with Disabilities Act of 1990 (ADA):** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.
- h. **Restrictions on Lobbying:** The CONTRACTOR agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - 1) If any funds other than federally-appropriated funds have been paid by the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 2) The CONTRACTOR shall require that the language of this paragraph be included in the Award documents for all sub awards at all tiers (including subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose

accordingly.

52. Establishment and Maintenance of Accounting Records:

- a. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Georgia Open Records Act. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement, based upon the findings in this audit, without regard to any notice requirement for termination.
- b. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the COUNTY at all times during the period of this Agreement and for five (5) years after the Department of Transportation or FEMA has closed out an Emergency Event with the Georgia Emergency Management Agency. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation or FEMA for a proper audit of costs.

53. The compensation amount shall remain in accordance with the fixed pricing schedule set forth in Exhibits "A and B" of the solicitation.

Section III. Response Submission.

One (1) original of all information in response to this request shall be submitted to:

Echols County Board of Commissioners
County Manager
110 General Deloach Rd
PO BOX 190
Statenville, GA 31648

Submittals should be clearly marked on the outside as **RFP - Disaster Related Debris Removal Services.**

Sealed responses may be hand delivered or mailed to the above listed address. Sealed responses must be delivered in writing. Verbal responses are not acceptable. Echols County assumes no responsibility for responses received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If responses are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

Responses must be received before **10:00AM on June 30, 2025**. A Selection Committee will review all proposals submitted prior to the deadline. Based upon the background information reported in the RFP, the Committee will determine whether the respondent is qualified or unqualified. The County reserves the right to request additional information or clarification from respondents. Cost will not be the sole determining factor in selecting a firm. The selection committee will rank the qualified firms based on the data submitted. The committee may require each of these firms to make a formal presentation to the selection committee regarding its qualifications to perform the requested services. The top ranked firm will be selected for final negotiations. Upon completion of negotiations and acceptance/approval by the Board of County Commissioners, a formal contract agreement will be executed between the County and the Contractor.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

Proposal packages shall be limited to **not more than 50 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point. *Note: Required attachments will not be counted in the 50 page limitation.*

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the COUNTY. The following list details the appropriate proposal format.

Proposals may not be withdrawn for a period of **sixty days (60)** days after the date for receipt of proposals.

All documents resulting from this RFP solicitation shall become the sole property of Echols County.

Section IV. Evaluation Process.

A. Determining Responsibility.

Evaluation Criteria	Description	Requirement	Pass / Fail
Experience & References	Minimum 3 years of relevant disaster debris removal experience.	At least 2 similar projects with references provided.	<input type="checkbox"/> Pass / <input type="checkbox"/> Fail
Technical Plan	Detailed plan for mobilization, operations, safety, and debris tracking.	Must address FEMA 325 & PAPPG compliance and software/method.	<input type="checkbox"/> Pass / <input type="checkbox"/> Fail
Equipment & Personnel	Adequate equipment and staffing plan, organizational chart, mobilization timeline.	Must show ownership/availability, mobilize in 24-48 hrs.	<input type="checkbox"/> Pass / <input type="checkbox"/> Fail
Insurance & Licenses	Business license in Georgia and minimum insurance coverage met.	COI and licenses included with proposal.	<input type="checkbox"/> Pass / <input type="checkbox"/> Fail
FEMA Compliance (FEMA 325, PAPPG, 2 CFR § 200)	Statement and evidence of prior FEMA-compliant work.	Affirmative statement and sample documents (if available).	<input type="checkbox"/> Pass / <input type="checkbox"/> Fail

Note: Only proposals that receive a "Pass" in all five categories will proceed to price evaluation. Any "Fail" will result in disqualification from further consideration.

Price: Once the proposal is deemed responsible, then among those bidders, price will be considered.

In conjunction with technically acceptable criteria being used to determine the capability of the proposal, the COUNTY may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the times specified.
2. The quality of performance of previous contracts or services including previous performance with the COUNTY.
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service.
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the COUNTY on a debt or a contract; whether the proposer is in default on surety to the COUNTY; or whether the proposer's taxes are delinquent.

B. Best and Final Offer and Negotiations.

The COUNTY may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Purchasing Office and a member from the end use department. The COUNTY reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.

C. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the COUNTY may be rejected, in whole or in part, without recourse, when it is in the best interest of the COUNTY. The COUNTY reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the COUNTY. The COUNTY also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the COUNTY.

D. Protests.

Any proposer or respondent, who is not the awarded Contractor, but is aggrieved in connection with the award of a Contract, may file a Notice of Protest, in writing, with the Purchasing Department, within seventy-two (72) hours after Commission or County Manager approval. The decision of the County Commission is final.

E. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the County Commission. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Purchasing Department will prepare the required award documents and make recommendations for approval to the County Commission or County Manager. The County Commission retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the COUNTY.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the COUNTY to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The COUNTY specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the COUNTY's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the COUNTY as a result of work performed while under contract shall be considered the property of the COUNTY and may be used in any fashion the COUNTY deems appropriate. The COUNTY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting Works of the awarded contract.

Section V. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. COUNTY abides by the provisions set forth in State of Georgia Statutes relative to the appropriation of funds.

B. Local Occupational Tax Certificate

The COUNTY requires any contractor doing business within the COUNTY to obtain an Occupational Tax Registration Certificate prior to commencing any work activity.

C. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The COUNTY will not entertain separate payment for these items.

D. Taxes.

The COUNTY is tax exempt. As such, the COUNTY does not pay State of Georgia Sales Tax or Federal Excise Tax.

E. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Echols County. Furthermore, all proposers must disclose the name of any ECHOLS COUNTY officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with this requirement. The COUNTY may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

F. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

G. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Echols County. The successful proposer will be required to indemnify, defend, and hold and save harmless the COUNTY, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any Work or duty required to be performed by the successful proposer.

H. Indemnification.

See attached form. Complete and submit with proposal.

I. Equal Opportunity.

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

J. Office of Record.

The Echols County BOC shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation.

K. Public Records.

All responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

L. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the COUNTY and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

M. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

N. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an

operational cost of the Proposer and shall not be passed on to, or be borne by, the COUNTY.

O. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

P. Sovereign Immunity.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Georgia State Legislature or may be adopted by the Georgia State Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Georgia State Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Q. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Echols County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The Proposer agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the COUNTY with products and/or services not under the awarded Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

R. Public Records Compliance.

If successful Proposer/Contractor will act on behalf of the COUNTY, the Proposer/Contractor, subject to any applicable legal and equitable remedies, shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; and
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by applicable State and Federal law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.
5. If the contractor does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

- S.** The successful proposer agrees to adhere to the Federal Laws as stated in 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, Federal

Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide, and any other applicable Federal rules, regulations or policy relating to disaster services.

Attachment A - Pricing Schedule
(This information is required but will not be used for
evaluation purposes)

Emergency Debris Clearance (Push)

<i>ALL EQUIPMENT RATES BELOW INCLUDE OPERATOR, FUEL AND MAINTENANCE COSTS</i>	
CONTRACTOR NAME:	
Personnel/Equipment	Hourly Rate
Stump Grinder	
50' Bucket Truck	
Service Trucks	
Tractor with Box Blade	
Water Truck (2000 gal.)	
Motor Grader	
Climber with Gear	
Superintendent with Truck	
Foreman with Truck	
Operator with Chainsaw	
Traffic Control Personnel	
Laborer	
Field Project Foreman	
Administrative Assistant	
Clerical	
Bulldozer	
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	

Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	
Fork Lift, Capacity 50,000, To 215 Horsepower	
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	

Sweeper, Pavement, To 110 Horsepower	
Sweeper, Pavement, To 150 Horsepower	
Sweeper, Pavement, To 200 Horsepower	
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity, 30 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mover	
Trailer, Equipment, Capacity 30 tons	
Trailer, Equipment, Capacity 40 tons	
Trailer, Equipment, Capacity 60 tons	
Trailer, Equipment, Capacity 120 tons	
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450 Horsepower	
Truck Knuckle Boom, add flatbed truck to truck mounted crane	
Truck Pick-up, To 130 Horsepower	
Truck Pick-up, To 180 Horsepower	
Truck Pick-up, To 230 Horsepower	
Truck Pick-up, To 280 Horsepower	
Truck Tractor, To 210 Horsepower	
Truck Tractor, To 265 Horsepower	
Truck Tractor, To 310 Horsepower	
Truck Tractor, To 350 Horsepower	
Tub Grinder, To 400 Horsepower	
Tub Grinder, To 500 Horsepower	
Tub Grinder, To 600 Horsepower	
Tub Grinder, To 700 Horsepower	
Tub Grinder, To 800 Horsepower	
Tub Grinder, To 900 Horsepower	
Tub Grinder, 1,000 Horsepower	

Attachment B - Pricing Schedule

Debris Removal and Disposal

Contractor Name: _____

	Name and Description	Cost per Unit
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
1.a.	Mileage Radius: 0-15 Miles	\$ /cu.yd.
1.b.	16-30 Miles	\$ /cu.yd.
1.c.	31-60 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a COUNTY approved disposal site or landfill	
2.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
2.b.	21-40 Miles	\$ /cu.yd.
2.c.	41-70 Miles	\$ /cu.yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a COUNTY approved disposal or recycling facility	
3.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
3.b.	21-40 Miles	\$ /cu.yd.
3.c.	41-70 Miles	\$ /cu.yd.
4.	Tipping fees, fees for Vegetative and C&D (Construction and Demolition), shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the COUNTY for reimbursement	

5.	Management, Processing and Loading of all eligible debris and/or residue at the COUNTY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by grinding ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	/cu.yd.
6.	Management, Processing and Loading of all eligible debris and/or residue at the COUNTY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by burning ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	/cu.yd.
7.	<u>Hazardous trees</u> – Trees will be evaluated by the COUNTY and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured in accordance with prevailing FEMA Policy.	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
7.a.	6-12” Diameter	/tree
7.b.	13-24” Diameter	/tree
7.c.	25-48” Diameter	/tree
7.d.	> 48” Diameter	/tree
8.	Stump “Extrication” fee – All in Accordance with prevailing FEMA Policy.	
8.a.	Stumps 24 – 35.999” in diameter	/ ea
8.b.	Stumps 36” to 47.999” in diameter	/ ea
8.c.	Stumps greater than 48” in diameter	/ ea
	*For loose stumps placed on right of way by others, convert to cubic yards and haul as regular vegetative debris.	

9.	Hangers – Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2” or greater diameter at the point of break. The Contractor, at the direction of the COUNTY, will remove hangers for a unit price per tree, in accordance with prevailing FEMA Policy.	/tree
10.	Fallen Trees – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	/tree
11.	Fill Dirt – As identified and directed by the COUNTY, the CONTRACTOR shall place compatible fill dirt 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	\$ /cu.yd.
12.	Soil, Mud, Sand – The CONTRACTOR shall remove soil, mud and sand identified as disaster debris and hauled to a final disposition site within 30 miles in accordance with all federal, state and local rules, regulations and laws.	\$ /cu.yd.
13.	Household Hazardous Waste – The CONTRACTOR shall remove household hazardous waste in accordance with all federal, state and local rules, regulations and laws.	\$ /lb
14.	White Goods – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$ /unit
15.	Freon Recovery – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /unit
16.	Training and Assistance: The Contractor shall assist with the development of a debris management plan and provide one day of Debris Management training per year to the COUNTY staff, as arranged by the Emergency Management Division.	Included
17.	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Included
18.	Temporary Storage of Documents – The CONTRACTOR shall provide storage of daily or disaster- related documents and reports for protection during the disaster event	Included

19.	Reporting and Documentation— The CONTRACTOR shall provide and submit to the COUNTY all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA requirements	Included
-----	---	----------

Contractor acknowledges receipt of the following Addenda: (If none, state "NONE RECEIVED")

Addendum # _____, dated _____ Addendum # _____, dated _____

If awarded the contract, the contractor will provide proof of insurance as specified and proof of current ECHOLS COUNTY Occupational Tax Certificate to the Purchasing Department within five (5) days following issuance of the Notice of Award.

Authorized Signature

Tax ID #

Address

County State Zip

Seal (If Incorporated)

Telephone # Fax #

Email

****COMPLETE AND SUBMIT****

Certification Of Non-Collusion

The respondent being sworn, disposes and says,

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competition in connection with this submittal.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Governing Law and Venue

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Echols County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Debarred Bidders/Integrity Certification

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____